SECTION-X

IN THE HON'BLE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

I.A. No._____ of 2025
IN
Writ Petition (Civil) No. 188 of 2004

IN THE MATTER OF:

M/s Raiganj Consumer Forum ....Petitioner

Versus

Union of India & Ors .... Respondents

AND IN THE MATTER OF:

APPLICATION FOR DIRECTION TO COMPLY WITH ORDERS DATED 11.4.2011 AND 16.3.2018

AND ALSO IN THE MATTER OF:

Ragini Bhandari .....Applicant

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DATED:

(GAURAV DHINGRA)
ADVOCATE FOR THE APPELLANT
35, LAWYERS CHAMBER,
SUPREME COURT OF INDIA
NEW DELHI-110001
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APPLICATION FOR DIRECTIONS

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ADVOCATE FOR THE APPLICANT: **GAURAV DHINGRA**

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APPLICATION FOR DIRECTION TO COMPLY WITH ORDERS DATED 11.4.2011 AND 16.3.2018

AND ALSO IN THE MATTER OF:

Ragini Bhandari age 64 years
W/o Sh. Rajesh Kumar Bhandari,
R/o House No. 995, Behind Prachin Shiv Mandir,
Housing Board Colony, Naraingarh Road,
Ambala City-134007 (Haryana) .....Applicant

To,
The Hon'ble Chief Justice and his companion
Judges of the Supreme Court of India.

The humble application of
the abovenamed applicant

MOST RESPECTFULLY SHOWETH:

1. That M/s Golden Forests (India) Ltd. (For short GFIL) is a public limited company incorporated on 6th March 1987 under Companies Act and Registrar Companies for the State of Punjab, Himachal Pradesh & UT Chandigarh also issued certificate for commencement of business, thereby conveying to the general public at large that the affairs of the company were legal. Copy of certificate is **Annexure-A/1.** (12)

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2. That M/s Golden forests (I) Ltd. (GFIL) was engaged in Agro Forestry activities on the lands purchased with the moneys of the investors/ depositors. Investor/depositor was described as "Unit Holder". A unit of land measuring 125 sq. feet, or in proportion of the invested money, was allotted to the "Unit Holder" who in turn appointed GFIL as Forest Service Contractor on Job Contract basis. The money was invested by way of security for the purpose of development and maintenance of the particular 'unit' of land as mentioned in "The Application Form" was filled at the time of investment and Agreement is also executed at the same time. "Guarantee-Cum-Performance Deeds" were also executed between the Unit Holders and GFIL at the time of the investment. "Receipts" were also issued to Unit holders. Facsimile copy of "Application Forms" is **Annexure-A/2** (13-16), Facsimile copy "Guarantee-Cum-Performance Deeds" is **Annexure-A/3** (17-18) and Facsimile copy of "Company Receipts" is **Annexure-A/4** (19).

3. That the investment in GFIL was subject to terms and conditions as provided in the Application Form and the company also issued a cheque towards the maturity amount of the deposit which provided that in case the cheque amount is realized the land allotted shall stand reverted to GFIL. Thus, making it clear that the investor was allotted specific area of land and if the investor was re-paid the invested/deposited amount with interest the receipt would stand discharged otherwise the investor, who is termed as a land unit holder, was, in the eyes of law, the owner of the land allotted. The activities of the company were in the nature of collective investment scheme under SEBI.

4. That the GFIL is engaged in the development of forests and for that purpose had entered into agreements with various persons who invested money by paying to GFIL for planting and growing forest on their behalf. The land in fact belongs to various persons who purchased the units from the company and who are called Unit Holders. Thus, as per the terms and conditions of the deposits and allotments of land

the investors are the owners of the allotted land, therefore, the learned Collector erred in considering the company to be owner of the land. The same facts have been pleaded by the Committee in its I.A. No. **145179 of 2019**.

5. That initially GFIL carried its operations within the jurisdiction of (RBI) but with the formation of Security and Exchange Board of India (SEBI) it came under the purview of SEBI and GFIL was placed in the category of "Collective Investment Scheme" as specified under the provisions of SEBI Act. Section 11 AA of Securities Exchange Board Act 1992 as amended by Act 1995-1999, defined "Collective Investment" applicable to all plantation companies in India. Relevant extract of Section 11 AA of SEBI Act 1992 is reproduced below for ready reference of this Hon'ble Court:

" **Section 11-AA. Collective investment scheme**.— (1) Any scheme or arrangement which satisfies the conditions referred to in sub-section (*2*) shall be a collective investment scheme.

(2) Any scheme or arrangement made or offered by any company under which,—

(*i*) the contributions, or payments made by the investors, by whatever name called, are pooled and utilized for the purposes of the scheme or arrangement;

(*ii*) the contributions or payments are made to such scheme or arrangement by the investors with a view to receive profits, income, produce or property, whether movable or immovable, from such scheme or arrangement;

(*iii*) the property, contribution or investment forming part of such scheme or arrangement, whether identifiable or not, is managed on behalf of the investors;

(*iv*) the investors do not have day-to-day control over the management and operation of the scheme or arrangement.

(2) ....
(3) ...."

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Thus, the SEBI Act enables the investors to receive the property moveable or immoveable from such scheme or arrangement and the same facts and law is applicable on both the companies i.e. GFIL and its subsidiaries including GPL. In view of the SEBI Act it is clear that the property acquired under the scheme of SEBI Act is legal and investors are entitled to receive the same.

6. Since GFIL did not strictly adhere to the instructions issued by SEBI, legal proceedings were initiated against the GFIL by SEBI preferring WP(C) 344 of 1998 before the Hon'ble Bombay High Court. SEBI questioned conduct of GFIL's business which according to GFIL provided land units to its investors but SEBI was of the view that it is collective investment scheme and GFIL falls within the purview of SEBI. The Hon'ble High Court refused the prayer of SEBI to stay the operation of GFIL and allowed its operation with existing schemes and directed that GFIL will not launch any new scheme. According to the existing scheme GFIL can receive investment and allot the land units to the investors and the land unit holders are owners of the said land units if the GFIL does not buy back the same by paying the amount inscribed on the receipt. Hon'ble Bombay High Court ordered for valuation of GFIL, which was done by two agencies differently and was based on the printed receipts issued by GFIL. The list of valuation is reproduced below as printed on the receipts issued by GFIL.

7. That as per CRISIL Grade-V this rating indicates uncertainty that the scheme will provide the assured return in the form of produce and/or cash risk factors for the scheme are high leading to expectation of default of maturity. As per Dr. Roshan Namavati (Govt. Approved evaluators and other experts, Golden Forests (India) Limited and its subsidiaries are worth Rs. 1500 Crores as on 30th March 1988 against the total liabilities of Rs. 974 Crore). Copy of "Receipt" is already Annexure-A/4 herewith.

8. It is pertinent to mention here that vide a show cause notice dated 12.5.2000 SEBI directed GFIL to return the funds of investors in cash or kind under the collective

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investment scheme. The said directions include: "*requiring the person concerned the refund any money or the assets to the concerned investors along with the requisite interest or otherwise collected under the scheme*". SEBI made it clear to GFIL to refund the investors in cash or kind. Copy of notice dated 12.5.2000 issued by SEBI to GFIL is annexed as **Annexure-A/5 (2022)**.

9. It is submitted that a company registered with SEBI has to abide by the rules and regulations of SEBI. The company GFIL started returning land units to the unit holders.

10. That in compliance of above said notice issued by SEBI dated 12.5.2000 the GFIL returned the investment amount about Rs. 350 crores by disbursing land units about approx. 2500 Acres of land to the investors/units holders.

11. That during the ongoing litigation between SEBI & GFIL the State of Punjab & State of Uttarakhand ignoring the concept and formation of company and its governance under SEBI Act declared the land units as surplus land in the hands of GFIL (and its subsidiaries) owned by the unit holders. It is pertinent to mention that both the States allegedly vested the said land units in the State in the revenue records by showing them as *surplus* in the hands of GFIL. The above fact is clear from an affidavit filed by State of Punjab in compliance of the order passed in I.A. No. 36379 filed by Committee and the State has disclosed in Annexure-A, B & C and that the total 3861 Acres of land are surplus as per the revenue record. The State also contended that the land was declared surplus beyond permissible area as per the Provisions of Section 4 and Section 5 of the Punjab Land Reforms Act. 1972 and has also reproduced the said section in the said affidavit. The copy of the said affidavit is Annexure-A/1, from page 10 to 22 along with the said I.A. No. 145179 of 2019 filed by the Committee.

12. It is further pertinent to mention that the Committee has not only refuted and rebutted the alleged surplus lands before courts and has categorically stated that the company (GFIL and its subsidiaries) are not the owner of the lands, which is on the page No. 89 of the said IA. No. **145179 of 2019** Para No.13 whereof reads as under:

> " Counsel for petitioner further argued that the companies purchased the land on behalf of the unit holders, who were actually the investors in the company. Therefore, the Collectors has erroneously allowed one unit of land to the company while holding company as a juristic person, whereas all the investors were entitled to get separate unit individually for the land held by the company and which was subject matter of the surplus proceedings. In this regard the counsel for the petitioner has cited the following authorities to prove that the unit holders were the actual investors and corporate veil should he lifted. The company could not be held to be the owner of the whole land but the unit holders have to be treated as owners of the land. Counsel has citied Air 1965 SC 40, AIR 1967 SC 819 AIR 1986 SC 1370, AIR 1988 SC 1737, AIR 2000 SC 1203 and (2003) 6 SCC 1 to support his arguments that veil has to be lifted to know the real players."

13. That the pleadings with affidavit & arguments of the Committee as explained in preceding paras are read with section 5 of the said Land Reforms Act 1972 as declaration, that company is not the owner of the lands and the lands in fact belong to the allottees/unit holders, therefore, they are required to be assessed separately from the Company under the said Act for the purpose of calculating their holdings. That one more fact which also became clear from the pleadings of the Committee is that the lands are of the Unit holders and if the unit allotted to the allottees are disbursed and assessed separately for the purpose of calculation of surplus land then both the issues of the surplus land and maturity payment will settle the controversy.

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14. That is not out of place to mention here that the State of Punjab being a welfare state is duty bound to safeguard the interest of investors, lodged FIR No.77 PS Vigilance Bureau Jalandhar on 23.12.2000. The main allegation in the FIR was that the company's objective is related to agriculture land in Punjab and assured to plant trees. This company collected the money from public and purchased this land and assured that the rights of the land will be in the favour of investors. The company did not make any development on the purchased land and most of the lands are lying vacant. Nobody was given possession or any right of land whereas money was collected on the assurance of possession and right of land. Copy of said FIR No.77 is **Annexure-A/6**. (23-24)

15. That the said FIR was registered offence under Sections 420,120-B, 467, 468, 471, 406 of IPC & Sec 7(2) Punjab Land Reforms Act 1972. The offence under Section 420 is compoundable, whereas the management of the company was also directed by the SEBI to get registered with it or wind up its business by returning the money collected under the scheme in cash or kind but the State created hindrance in compounding the said matter as the State conversant with the above fact that the said land belong to the investors/unit holders and company has assured the right to the investors, instead of making said land available for compounding by being case property. State itself has vested the said land in the revenue record in its favour and closed all the doors of solution which led to great delay and injustice to the investors and unit holders.

16. It is submitted that taking note that allottees have got separate rights and interest in land units illegally labeled as surplus lands, this Hon'ble Court vide order dated 11.4.2011 remanded the matter of surplus land of State of Uttarakhand to the lower court for fresh hearing after impleading allottees as necessary party. Huge number of investors/units holders aggrieved by the act of State Government i.e. declaring their land units as surplus land, approached various courts in the States of Uttarakhand and Punjab after the directions made by this Hon'ble Court on 11.4.2011

to get clear their land units from surplus pool. As the allotees are having separate ownership from the company, therefore, they are liable to be assessed separately under relevant Land Reforms Acts for permissible limits by the revenue courts.

17. That Article 300A of the Constitution of India protects the property of individuals and prohibits arbitrarily deprivation of property by the State. Thus, the action of the state government is illegal, null and void in the eyes of law which deprives the units holders/Allottees of their valuable rights in the property without even giving the opportunity of hearing. The land units allotted to allottees, derived under SEBI Act, cannot be taken away by the State Government(s), as the rights of allottees are protected under the SEBI Act.

18. That from the above it is clear if the pleadings with affidavit and contention of the Committee before the Court below and before this Hon'ble Court are read in conjunction with Section 5 of Punjab Lands Reform Acts 1972 and Section 154 of UPZALR Act it becomes clear that the company is not the owner of land and the lands belong to the allottees/unit holders, which, as stated above, has been admitted by the Committee.

19. That the allottees are having ownership independent of the company and entitled to be assessed separately from the company (GFIL and its subsidiaries) under the Land Reforms Acts as directed by this Hon'ble Court vide order dated 11.4.2011. To bring out the clarity, this Hon'ble Court vide order dated 11.4.2011 directed the Committee to provide the list of investors, which the Committee contumaciously ignored. This Hon'ble Court on 16.3.2018 noticed the non-compliance of order dated 11.4.2011 by the Committee and again directed the Committee to provide the list of investors. Regretfully, till date the Committee has not disclosed/released the list of investors. True copies of orders dated 11.4.2011 and 16.3.2018 are **Annexure-A/7** (25-30) and **Annexure-A/8** (31-34)

20. That the release of list of investors will resolve the issue of surplus lands as well as maturity of investment made by the investors. As the Company is the summation of unit holders who have already purchased the land units against their investments as per the pleadings of the Committee in the matter of surplus lands, therefore, they are entitled to receive the land units.

PRAYER

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

(A) direct the Committee to comply with directions contained in orders dated 11.4.2011 and 16.3.2018 passed by this Hon'ble Court copies whereof are placed herewith as Annexure-A/7 and Annexure-A/8 and thereby provide list of investors/allottees, who invested money in GFIL, GPL and their subsidiaries etc.; and may also

(B) pass any other order which this Hon'ble Court may deem fit be passed in favor of allottees in the interest of justice.

Drawn by
(Harpal Singh Saini)
Advocate

Filed by
(Gaurav Dhingra)
Advocate for the Applicant

Sr.No 176/4-8-25

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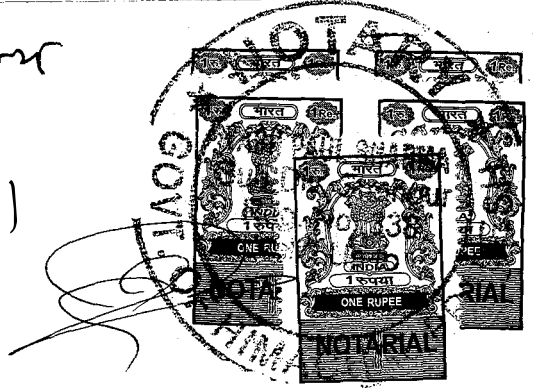

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CIVIL ORIGINAL JURISDICTION

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IN
I.A. No. 145179 of 2019
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Writ Petition (Civil) No. 188 of 2004

In the Matter of:

M/s Raiganj Consumer Forum .... Petitioner

Versus

Union of India & Ors. ... Respondents

AFFIDAVIT

I, Ragini Bhandari age 64 years W/o Sh. Rajesh Kumar Bhandari, R/o House No. 995, Behind Prachin Shiv Mandir, Housing Board Colony, Naraingarh Road, Ambala City, Haryana-134007, do herby solemnly affirm and declare as under:

1. That I am applicant in the accompanying application and being conversant with the facts and circumstances of the case I am competent to swear this affidavit in support of accompanying application.

2. That I have been read over and explained in vernacular the contents of the accompanying application and say that the same are true and correct to my knowledge and nothing material has been concealed therefrom.

Attested
Notary Public
4/8/25

RBhandari

Deponent

Verification:- Verified on solemn affirmation that the contents of the above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:
Date:

RBhandari

Deponent

Certified that the contents of declaration affirmation statement made on oath have been read over & explained to deponent/ Executant who seemed to understand the Declaration/Affirmation/Statement at time of making there of

Attested
Notary Public
4/8/25

ANNEXURE: A/1

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Sd/- & Round Seal	Logo Satyamev Jayte	Sd/- & Round Seal
Registrar of Companies		**Registrar of Companies**
Punjab, Himachal Pradesh & Chandigarh		**Punjab, Himachal Pradesh & Chandigarh**

Certificate For commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Company No. **7310**

I hereby certify that **Golden Forests (India) Limited**

which was incorporated under the Companies Act, 1956 on **23rd** day of **February** 1987 and which has this day filled as duly verified declaration in this prescribed form that the conditions of section 149(1) (a) to (d)/149 (2) (a) to (c) of the said Act, have been complied with is entitled in the to start such business.

Given under my hand at **Jalandhar** this **6th** day of **March** One thousand nine hundred and **Eighty Seven.**

15th Phagulana, Saka 1908

Sd/-
(Satyendra Singh)
Registrar of Companies
Punjab, H.P. & Chandigarh

J.S.C.I.

Annexure A/2

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ESTABLISHED – 1987
REGD .No. 7310

ANNEXURE –R8/2

For Office Use Only
Serial No.....
Receipt No.
.....
Account No.
.....

GOLDEN FORESTS (INDIA LIMITED)

A Public Limited Company
An Agro Forestry concern

APPLICATION FORM OF BOOKING OF UNITS

I am sending herewith sum of Rs.....through Cash/cheque/draft No..... date..... drawn on.....as security according to the terms and conditions of the agreement executed/to be executed by me with the company as development cost of agro Forestry Farms/Projects.....on land situated at.....measuring.....out of Khewat No..... Khasra No..... of which unit jolder/G.F.I.L is owner and duration of development will be ...years from..... To..... Development Cost for the said ....Unit of Agro-Forestry Farms shall be Rs..... to be incurred in ..... years which shall be paid by me/us to the G.F.I.L in .....installments of Rs..... As particulars mentioned below:-

TO BE FILLED IN CAPITAL LETTERS

Name of .....

Unit Holder 1st.....Age.....

2nd.....Age.....

S/o, D/o. W/o.....

Guardian Name .....

(In case of Minor) .....

Permanent .....

Address .....

.....

I/We wish to make a nomination & do hereby nominate the following person/persons.

Nominee's Name .....

Relationship .....

MODE AND PERIOD OF INVESTMENT
(Please give option by in appropriate box)

PERIOD	MODE	L/S		For 25 Years Only			Recurring				Anticipated	
		MLY. Return	Without MLY. Return	24/25	21/25	20/25	MLY	QLY	HLY	YRLY	For 6 Years	For 10 Years

Bank Slip No (if any) | GFIL Cheque No (If Any) | Investors Cheque No (If Any) | Demand Draft No (If any) | Adjs (If any)

Amount (in Figure) Rs..... (in words) Rupees.....

MATURITY PAYMENT THROUGH OFFICE

(Please give option by ✓ in appropriate box)

Post dated Cheque ☐ Local Cheque at the time of Maturity/ ____Place ☐ MLy/Qly/Hly/Yly/Cheque of _____ Place.

I hereby declare that the terms and conditions governing the investment account opened by me have been read by me/read to me and I Agree to be

bound by the said rules printed in this documents. This unit is purchased through enrolment No. ☐☐☐☐☐☐

Unit No. ☐☐☐☐☐

Place ☐ Date ☐☐☐☐☐☐☐☐

.....
Signature/Thumb impression of Unit Holder

.....
.....
Signatures and Designation with Enrolment No.

Hd. Qrtrs: The Golden Group Secretarial, Chandigarh Extension NH-22, Chandigarh-Delhi Highway, Mile Stone 36, (Near Ambala) Tho. Rajpura, Distt. Patiala, Punjab Tel: Ph. 0171-540940, 540939 Fax 0171-541824, 540935 Regd. Office:
Regd. Office S.C.O. 834, Golden Complex, Shivalik Enclave, Manimajra, Chandigarh (U.T.)-160101 Ph. 0172-553823, 554351 Fax 0172-554706

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TERMS & CONDITIONS

1. Once the agreement for the development of Agro Forestry Farms/Projects is made between the applicant and the company or application is accepted. The applicant cannot withdraw his/her/their application without the written approval of the company.
2. The application is subject to all the terms and conditions mentioned in the agreement.
3. The applicant shall get his/her/their complete address registered with company and shall inform about all the subsequent changes.
4. The acceptance of application is entirely at the discretion of the company and the company has the right to reject any application without assigning any reason thereof.
5. All remittances must be made by INVESTOR direct to the Regd. Office of the Company or to the authorized Branches through D.D. Payable at Chandigarh. The company shall not be responsible for any payment made anywhere else or to anybody else. To be valid all Receipts of payment to the company must be signed by the Director/authorized Official at Regd and H.O. of the Company.
6. Free accidental Insurance risk coverage is extended in Lump Sum Cases after one month of the issuance of peace Receipt through New India Assurance Company a subsidiary company of General Insurance Corporation of India subject to the terms & conditions of General Insurance Corporation as amended from time to time.
7. In case of defaulter 5 % per month regulation Charges will be charged.
8. The payment of account of the Receipt only through post dated cheque/cash will fully discharge the company's liability to the investor on the pacca receipt/unit. The payment of cheque by the company, if delayed or refused due to some technical reasons or any other reasons company shall pay 15% till the settlement of the case.
9. In case recurring unit, maturity Amount/Insurance claim, is subject to the payment of regular installments.
10. While paying installments of Recurring unit to the marketing member the receipt issued by the Head Office of previous installment may be obtained.
11. Pacca receipt against the investment will only be issued by the registered and H.O. of the company. The company shall not be responsible for any acknowledgement Receipt given by marketing members till the amount invested in the company is actually received.
12. The investments received from NRI's will not repatriated after maturity i.e. maturity will be paid in Indian Currency only.
13. There can be only one nominee. Minors can also be nominated. But person applying on behalf of nominee cannot be a nominee.
14. In case of application on behalf of minor, both the parents should sign the application form and if parents are not alive then Guardian.
15. If the applicant's signature is by thumb impression. It should be witnessed by two persons with their full name, occupation and address.
16. In case of minor, if the parents of the applicant are alive, guardian will be either of them otherwise anyone could be the guardian.
17. Till the attainment of minor to majority only guardian will sign the reinvestment application forms. As soon as the applicant attains majority, the unit holder will have to fill up fresh application form under his signature duly attested either by Parents/Guardian or by any authorized person such as magistrate/Bank Manager etc. and submit the same Head Office either in person or through registered post.
18. The constituents of GFIL are not authorized to release advertisement and printing of stationery on behalf of the organization.

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AGREEMENT

This agreement is made entered into.....day of 199

Between

GOLDEN FORESTS (INDIA) LIMITED established under the companies Act 1956 with its Registration No. 7310 having its Registered Office at S.C.O. 834, Golden Complex, Shivalik Enclave, Manimajra, Chandigarh and Head Office at "The Golden Group" Secretarial Chandigarh Extn. NH- 22, Chandigarh-Delhi Highway, milestone 36, Near Ambala, Teh Rajpura, Distt. Patiala (Punjab.) hereinafter called the GFIL (which expression shall unless repugnant to the subject to context include their Managing Director, Administrator of the One Part and Mr./Mrs..... S/o.D/o.W/o.....R/o or M/s.....hereinafter called 'Unit Holder' (which expression shall unless repugnant to the subject or context include its successor or successors and assigns) of the other part, Whereas the GFIL is engaged in the development of Agro-ForestryFarms/Projects and the Unit Holder after satisfying himself/herself/themselves about the viability of the Agro-Forestry Farms/Projects has applied vide application No..... on dated ..... to GFIL for the development of Agro-Forestry Farms/Projects and on behalf of Unit Holder, GFIL has accepted his/her/their application, Now both the parties mutually agree upon the following terms and conditions:

1. That the unit Holder appoints GFIL as 'Forest Service Contractor for the development of Agro- Forestry Farm/Projects on "job Contact Basis" for and on behalf of unit Holder and GFIL has agreed to work for the Unit Holder as under:
   (a) Development of Agro-Forestry Farms/Projects on the land situated at _____measuring_____ out of Khewat No. _____of which Unit Holder/GFIL is owner and duration of development plan will be _____year_____ w.e.f._____ to_____ maintenance cost for the above said ___ unit of Forest Farm shall be Rs._____ to be incurred in ____ years which shall be paid by the Unit Holder to GFIL in _____ installments of Rs._____as per details mentioned below:

Date of Commencement	Maintenance cost	Made of payment	No. of Installment	Date of last payment

   (b) That the Unit Holder has paid a sum of Rs. _____ as security of GFIL towards the coast of development of land/irrigation facilities/ farm machinery and equipments and other basic infrastructure required for the development of Forest Farm and to ensure his/her/their participation to full plan period and payment of all dues of maintenance cost of Forest Farm as mentioned above as part of his/her/their performance of contract.
2. That GFIL will develop the Agro-Forestry Farms/Projects on the land mentioned above and GFIL will grow the trees/crops and futher look after the same for the planned period, GFIL will develop the land and do plantation/ cultivation/irrigation/nurturing/maintain through manpower, machinery and equipment. The Agro-Forestry will be cut by GFIL only.
3. That for the purpose of the development/maintenance of Agro-Forestry Farms/Projects on the land mentioned in para 1 of the agreement the possession of the said land shall remain with GFIL till Agro-Crops/Agro-Forestry is cut. The Unit Holder shall not be entitled to interfere with the peaceful possession upon the land and shall not create any

Regular Monthly Return On Lump-Sum Investment (PA)		
1 Year	-	15 %
3½ Years	- 10 Years	18%
11 Years	- 19 Years	20%
20 Years	- 25 Years	24%

LUMP-SUM INVESTMENT PLAN										
Invested Amount Rs. 1,000		1 Years 1,170		3½ Years 2,000		6 Years 3,000	12 Years 10,000		20 Years 80,000	25 Years 2,22,000
RECURRING UNIT INVESTMENT PLAN										
Invested Amount	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
Rs. 100	1,320	2,900	4,800	7,080	9,820	13,200	17,360	22,560	28,250	35,500

In case of 20/25 plan the monthly return will be 12 % P.A. with anticipated return after every five Years.

INCENTIVE IN CASE MONTHLY INVESTMENTS ARE GIVEN AS UNDER

1. On depositing quarterly installment of Rs. 300/- incentive will be Rs. 10/-
2. On depositing half yearly installment of Rs. 800/- incentive will be Rs. 25/-
3. On depositing yearly installment of Rs. 1200/- incentive will be Rs. 50/-

INCENTIVE IN CASE MONTHLY RETURN IS TAKEN AS UNDER

Instead of monthly cheque of Rs. 100/- P.M.

(a) If quartly cheques are taken then instead of Rs. 300/- cheque of Rs. 310/- will be issued.

(b) If half yearly cheques are taken then instead of Rs. 500/- cheque of Rs. 625/- will be issued.

INSURANCE VALUE

1. From 1 years to 12 years equal to maturity value (maximum limit Rs. 1.5 Lacs).
2. For 20 years and above, the insurance value will be as under:-
   First 5 Years 40 times, Next five years 80 times, next five years 120 times, next five years 150 times, next five years maturity value i.e. Maximum Rs. 1.5 Lac fixed by the GI.C.
3. Insurance value in R/U will be equal to Unit Value on regular payment of installments.

Note:

(i) Free Accidental Insurance value is subject to the limits of GIC fixed from time to time.

(ii) One marla land will be placed under lien against Lump-Sum Unit of Rs. 6,000/-

(iii) Collateral Security of fixed assets of GFIL will be provided against Lump-Sum unit of less than Rs. 5,000/-

(iv) Maturity amount/Insurance payable in R/U is subject to the regular payment of investments.

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hindrance in any manner for the development/maintenance of Agro-Forestry Farms/Projects to be carried out by GFIL will grow other groups also on the land which will be seasonal one and GFIL shall be the exclusive owner of the said crops. GFIL shall spend for the sowing of those crops and GFIL shall be owner of the sale proceeds of those crops and the Unit Holder shall not be entitled to benefits of any by product or output from the said Agro-Forestry Farms/Projects after the completion of development plan period.

4. That GFIL shall be entitled to all benefits, subsidies received from Government/Local Government/Forestry Department of other agencies and the Unit Holder shall be entitled to any amount of such benefits.
5. (a) That after the expiry of development plan period, the Agro-crops/Agro-Forest will be cut and GFIL will be entitled to _____ % of the sale proceeds.
   In case any Agro-Forestry Farms/Projects remains undeveloped due to any technical reason, the Unit Holder will be entitled to the claim of his/her/their share or produce agreed to.
   (b) That the Unit Holder will be entitled to _____ percent return per annum of the security amount P.P.V. and security is refundable after the expiry of development plan period i.e._____ years only.
6. That Unit Holder will not back out from the contract and in case the Unit holder will not pay the, Maintenance cost of Agro-forestry Farms/Projects as mentioned in Para 1 of this agreement even after three months from the due date of payment, the development plan opted by the Unit Holder will be treated as non-operative plan and the Unit Holder will only be entitled to recover the security amount with return and the maintenance cost paid for development of Forest Farm on the expiry of Development plan period _____ from the date of execution of this agreement. The amount paid as maintenance cost will not carry any return, in the case Unit Holder shall not be entitled to any sale proceeds from Crops/Forests. However, further development shall be done by GFIL at its own cost.
7. That GFIL will provide guarantee through lien or mortgage or lease of land for the refund of security amount of Rs._____ with return as mentioned above to the Unit Holder.
8. That the Unit Holder will not create any charge or lien in any manner on Agro-Forestry Farms provided as security to the Unit Holder by GFIL.
9. That the Unit Holder will redeem and surrender all the legal documents of land provided as guarantee or mortgage or leased to the Unit Holder by GFIL in favour of GFIL after the completion of development plan period.
10. That the Unit Holder cannot transfer his right without the written consent of GFIL. In case permission is granted by GFIL in writing the transferee shall enter into an agreement on the same terms & conditions with GFIL.
11. That the Unit Holder hereby authorized GFIL to apportion amount of security and Development charges within the total amount invested, without reference to him/her, so long as the total maturity value remains unchanged,

In WITNESS WHERE OF all the parties have set their hands on this deed on the day month and years mentioned above in presence of the following witnesses.

SIGNATURE/THUMB IMPRESSION OF THE UNIT HOLDER WITNESSES WITH ADDRESS:

1.....

2.....

The common seal of the Golden Forests (India) Limited is hereinto affixed and Shri ..... Managing Director/Director of Golden Forests (India) Limited has hereunto signed in the presence of witness.

AUTHORISED SIGNATORY

To be given to land Unit Holder by marketing member

TO BE FILLED & SIGNED BY MARKETING MEMBER

No.185661

ACKNOWLEDGEMENT

ACKNOWLEDGED with thanks application Form duly filled in and signed for booking of Unit Land of .....sp. Ft. of Rs. ..... with Golden Forests (India) Limited from Shri..... Along with cheque/DD/Bank Slip No. .....dated .....for obtaining a certificate/allotment letter, which will be sent directly to the Land Unit Holder by me.

Signature of Marketing Member
Name:.....
Date.....

Enrolment No.....
Designation.....
Place.....

NOTE:-

I undertake to submit the documents along with DD/Cheque/Bank slip to Golden Forests (India) Limited within a period of 7 days. failing which I shall be liable to return the documents along with DD/Cheque/Bank slip and liable for legal action.

Signature of Marketing Member

Annexure A/3

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ANNEXURE-R8/4

GUARANTEE-CUM-PERFORMA DEED

This deed is made and entered into 29th day of April 1999. (L-I)

Between

Golden Forests (India) Ltd. established under the companies act 1956 with its Registration No. 7310 having its registered office at S.C.O. 834; Golden House, Manimajra (U.T.) Chandigarh, here in after called the G.F.I.L. (which expression shall unless repugnant to the subject or context include their Managing Director, Directors of the one part and

Here in after called unit holder (which expression shall, unless repugnant to the subject or context include, his/her/their successor or successors and assigns) of the part, whereas the G.F.I.L is engaged in Agro-Forestry and is developing Forest Farm Projects of tree plantation and the Unit Holder after satisfying himself/herself/ themselves about the viability of the Forests Farm Project has/have applied vide Application No.LSB-675101 Dated 1-11-1998 (Company's Receipt No. 5095 dt. 25-01-1999 to G.F.I.L for development of Forests Farm for and on behalf of Unit Holder and G.F.I.L has accepted his/her/their application and unit - Holder has/have appointed G.F.I.L as 'Forest Service Contractor on job Contract Basis.

Now this deed witnessed as under:-

1. This as per the terms and conditions of the agreement dated 25-01-1999 executed between both the above-said parties, G.F.I.L has taken Rs. One Lakh Twenty Three Thousand as Security amount and Rs. Eighty Two Thousand as development charges.

   From the Unit Holder for development and maintenance of 109-30Marla(s)

   Forest Farm for and on behalf of Unit-Holder (as per Clause No.1 of the said agreement) aS per schedule attached.

2. That the G.F.L. will develop and maintain the Forest Farm as per the terms and conditions of the above-said agreement and shall do plantation/cultivation thereon. The Trees shall be cut by G.F.I.L after completion of plan period only and G.F.I.L shall act on behalf of the Unit-Holder (AS per Clause Nos.2,3,6,4, of the said agreement) G.F.I.L well issue the Duplicate.

3. That after the expiry of plan period as mentioned in the said agreement, the G.F.I.L is bound to transfer the unit of Land in favour of Unit Holder after he surrenders post dated cheque issued to

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him as security for due performance to maintain and development the Land allotted in the favour of Unit Holder and details of which are given in the foot note of this guarantee-Cum-performance deed.

In case the company is interest to take bake the allotted Land favouring Unit Holder than the company will compensate the Unit Holder to amount equivalent to the amount of the post dated cheque and the Unit Holder will surrender all the document duly discharge in favour of company.

That G.F.I.L specifically place their land under of the Unit Holder as per schedule attached with the Registrar of Companies.

In witness where of the company and the witnesses have set their hands on this deed on the day, month and year mentioned above.

Witnesses:-

1.....

Address: S.C.O. 834, Golden House, Manimajra(U.T.) Chandigarh

2.....

Address: S.C.O. 834, Golden House, Manimajra(U.T.) Chandigarh

The common Seal of the Golden Forests (I) Ltd. here unto affixed & Sh .....

.....

Managing Director/Director Authorised official of Golden Forests (I) Ltd. has here unto signed in the presence of the Witness,

.....

AUTHORISED SIGNATORY

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Annexure-A/4

Readable copy of the Receipt

[Matter print on preprinted paper with the text 'GOLDEN FORESTS (INDIA) LIMITED pr inter with water mark]

No	19/1/99 279	23/7/3
Head Quarter: Chandigarh Extn. NH- 22, milestone 36, Near Ambala, (Chandigarh - Delhi Highway) Teh Rajpura, Distt. Patiala (Pb.) 140401 Ph: 0171-540940, 540937 Fax 0171- 541824, 540929	(Logo of Golden Forests) Golden Forests (India) Limited AN Agro-Foretry concern (A Public Limited Company) (Registered under the companies Act 1956 with Registration No. 7310)	Regd. Office S.C.O. 834, Golden Complex, Shivalik Enclave, Manimajra, Chandigarh (U.T.) -160101 Ph. 0172-553823, 554351 Fax 0172-554706
RECEIPT NO. ISSUE DATE	Zone	St. No. St. Date

Received with thanks from the person mentioned at the beginning as unit holder in the schedule low issue in the application made by the said person. Application is hereby accepted subject to the terms and conditions of the application/agreement and as per company's rules and conditions over leaf.

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Seal of 07-3-99

SALIENT FEATURES FREE ACCIDENTAL INSURANCE SECURED CAREER HIGHEST RETURNS NO LAPSE OF PUBLIC MONEY INVESTMENT SECURED AGAINST FARMS/PROJECTS	Age			Account no. TEBM/MOP	For and on behalf of Golden Forests (India) Ltd. (Revenue Stamp with seal of Golden Forests India Ltd.)
	Name of the Nominee	Age	Relation	Insurance value	
	Commencement	Maturity	Enrolment	Maturity Value	
	Amount Received Rupees			Remark	
	Security + Development/Lease money				Authorized Official of Regd. Head Office
ZONE	In words				

1230855

YOU MAY NOW RATE YOURSELF

- As per crisil Grade V this rating indicates high uncertainty that the collective investment scheme will provide the assured returns in the farm of produce and/or cash risk factors for the scheme are extremely high leading to the high expectation of default on maturity.
- As per Dr. Roshan Namavati (Govt. Approved evaluators and other experts, Golden Forests (India) limited and its subsidiaries are worth Rs. 1500 Crores as on 30th March 1988 against the total liabilities of Rs. 974 Crore)

This receipt is subject to the realization of the check/amount in case. The receipts valid only when ***** signed by the authorized officer. This receipt is to be safe custody. The receipt Issued on the bases of credit through bank slip will be valid to the extent of amount actually credited to the amount of the company.

Copy of Land Unit Holder

INVEST WITH AN ORGANISATION WHICH ENSURE MATURITY

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ANNEXURE-A/5

SECURITIES AND EXCHANGE BOARD OF INDIA
REGD. A.D.

MAY 12,2000

NO. 15/PLANT/Gen/NRO/4511
Golden Forests(India) Ltd.
SCO-832-33-34-36
Golden Complex
Manimajra
Chandigarh-160101

Dear Sirs,

Sub: SEBI (Collective Investment Scheme) Regulation, 1999

AS you are aware, SEBI (Collective Investment Schemes) Regulations, 1999 (hereinafter referred to as Regulations) came into force on October 15, 1999. AS per regulation 5(1), any person who immediately prior to the commencement of these Regulations was operating a Collective Investment Scheme, shall subject to the provisions of Chapter IX of these Regulations make an application to SEBI for the grant of certificate of registration within a period of two months from the date of notification (i.e. October 15, 1999). Subsequently, having regard to the interest of investors and requests received from entitles, SEBI had extended the last date for submitting application by existing entitles upto March 31, 2000 and the same was intimated by SEBI by a Press Release and Public Notice. Thus, you as an existing Collective Investment Scheme entity, subject to the provisions of Chapter IX of these Regulations, were required to apply for registration by March 31, 2000.

As per Regulation 73(1) an existing Collective Investment Scheme (CIS) which has failed to make an application for registration to SEBI; shall wind up the existing scheme and repay the investors. Further, as per Regulation 74, an existing CIS which is not desirous of obtaining provisional registration on from SEBI shall formulate a scheme of repayment and make such repayment to the existing investors in the manner specified in Regulation 73. According to Regulation 73(2) the existing collective investment scheme

to be wound up shall send an information memorandum to the investors who have subscribed to the schemes, witain two months from the date of receipt of information from SEBI.

Vide our letter dated December 15/29, 1999 and also by way of a Public notice dated December 10, 1999 all the existing Collective Investment Schemes including you, which were not desirous of obtaining provisional registration from SEBI or had failed to make an application for registration to SEBI were given individual intimation in terms of Regulation 73(2) that casts an obligation on you to send an information memorandum to the investors detailing the state of affairs of the scheme, the amount repayable to each investor and the manner in which such amount is determined. Accordingly, you were required to send the information memorandum to the investors by February 28,2000.

It is noted that you have not applied for registration by March 31,2000 and also appear to have failed to take steps for winding up of the scheme(s) in terms of Regulations. You have, therefore, prima facie violated the provisions of Section 12(1B) of SEBI Act, 1992 and Regulation 5(1)read with Regulations 68(1), 68(2), 73 and 74 of SEBI (Collective Investment Schemes) Regulations, 1999.

You are therefore, called upon to show cause as to why one or more or all of the following action(s) should not be initiated against you for the violations specified above.

1. Direction Under Section 11B of SEBI Act, 1992 and Regulation 65 of SEBI (collective Investment Scheme) Regulations, 1999 in the interest of investors including.

a. Requiring the person concerned not to collect any money from investors or to launch any scheme;

b. Prohibiting the person concerned from disposing of any of the properties of the scheme acquired in violation of these regulations;

c. requiring the person concerned to dispose of the assets of the scheme in a manner as may be specified in the directions;

d. requiring the person concerned to refund any money or the assets to the concerned investors along with the requisite interest or otherwise, collected under the scheme;

e. Prohibiting the person concerned from operating in a capital market from accessing the capital market for a specified period.

2. Initiation of prosecution under section 24 of SEBI Act 1992 which prescribes imprisonment for a term which may extend to one year, or with fine, or with both.

3. In case of offences by the companies, proceedings and punishment under section 27 of SEBI Act 1992 against the persons who are in charge for the conduct of the business of the company as well as the company, its directors, managers, secretary or other officers.

4. Penalty not exceeding Rs. 1.5 lacs under section 15A(a) read with section 15-I of SEBI Act, 1992.

Your reply, along with evidence, if any, should reach us within 15 days from the date of this letter, failing which it will be presumed that you do not have any submissions to make and thereafter further action will be initiated against you.

Your's faithfully

Sd/-
(Anita Kapur)
Regional Manager

"TRUE COPY"

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Annexure A/1 Annexur-A10

No. 77 P.S. Vigilance Bureau Jalandhar Date of Occurrence and time

23-12-2000 at 8:00 PM, 8:15 Pm

1. Rapat no. 7/8 Dated 23-12-200 at 3:40 Pm

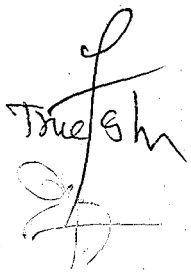
   8:45 PM

2. By Sh. Rajwant Kumar DSP vigilance Bureau. Jalandhar
3. Offence U/s 420/120-B/467/468471/406 IPC U/s 7

   (2) Punjab Land Reform Act 1972.
4. Distt. Hoshiarpur
5. Nil
6. By sending through Constable/

The vhief Officer, Police Station, Vigilance Bureau, Jalandhar, From reliable sources. It is known that 2 public Limited Company (Golden Forest India Ltd) having its Regstration No. 16-17512 dated 23-02-1987 Under companies Act, 1956 was registered having SCO No. 334, Mani Majra, Chandigarh and head office at Chandigarh, Delhi International Highway, 36 KM from Chandigarh (The. Rajpura, distt. Patiala) and afterwards this Gazetted industrial classification Code no. 05. The Directors are Lamber Singh S/o Sawa Singh R/o Bagamia, P.S. Bullah, District Kapurthala Harbhajan Singh Padda S/o J.S. Padda R/o Fathudninga, Kapurthala Rajesh Sayal S/o Sh. A.L. Sayal H.No. 597, Sector –B, Panchkula Rakesh Kant Sayal S/o Sh. A.L. Sayal H.No. 558, Sector –B, Panchkula. A.L. Sayal S/o Ghamani Lal Syal, H.No. 858, Sector-B, Panchkula, S.K. Sinha, H.No. 858, Sector –B, Pachkula Meena Syal W/o .R.K. Sayal H.No. 858, Sector –B8,Panchkula, Smt. Bimla Syal W/o Sh. A.L. Syal, H.No. 537, Sector – 12, Panchkula, K.S. Rawa, N.K. Puri, MR. Mehta C/o Golden Forest (India) Ltd. have been directors at different times. This company's objective is related to agriculture land in Punjab and assured to plant and trees. This company collected the money from public and purchased this land and assured that the rights of the land will be in favour of investors. Investors were supposed to get their payment back in from of post dated cheques. This company any purchased the land in Teh Mukerian, distt. Hoshiarpur and collected the money in the shape of fixed deposits. This company purchased around 1750 acre in Punjab. The land was purchased on Power of Attorney and power of land was paid less money while showing on Buying Deed that this land was purchased on higher rated. The company did not make any development on the purchased land and most of land is lying vacant. Nobody was give any possession any rights of the land Money was collected on the assurance of possession and right of the land. This company comes

under the definition of a person as per Punjab Land Act and by not informing to collector before purchasing such a big land commenced an offence Under Section 6, which is punishable under Punjab Land Act, 1972. Code 7 (2). The Directors of this company have collected the money from public by cheating and used for their own purpose. Therefore, Lamber Singh s/o Sewa Singh, Vinod Mahajan S/o Bisamber Dass, Harbhajan Singh Padda S/o J.S. Padda, Rajesh Syal S/o A.L. Syal, Rakesh Kant Syal S/o A.L. Sayal, A.L. Syal s/o Ghumani Lal, H.K. Sinha S/o N.K. Sinha, Neena Sayal W/o Sh. R.K. Syal, Smt. Bimla Syal W/o A.L. Syal, K.S. Rawat, N.K. Puri) T.R. Mehta have committed an offence under Section 420,120-B/487/468/471/406 of IPC and Section 7(2) of Punjab Land Reforms Act, 1972. Please file the case against these persons under aforesaid Section and send the copy of FIR to me. Investigations will be done by me. This written statement is being sent through Constable Pawan Kumar, No. 7/285 from filling of case, S/d Rajwant Kumar, by Capt. Police, Vigilance BureauUnit Hoshiarpur dated 23-12-2000 office Vigilance Bureau, Unit Hoshiarpur at 5:15 P.M.



Annexure A/7

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

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CIVIL APPEAL NOS. 3195 OF 2011
(Arising out of SLP (C) NO. 11741 OF 2006)

State of Uttaranchal .....Appellant

VERSUS

M/S Golden Forest Co. (P) Ltd. .....Respondents

WITH
SLP (C) NOS. 16476, 16477, 16478,
16481, 16482, 16483 and 16484 OF 2006

JUDGMENT

G.S. Singhvi, J.

1. Leave granted.

2. The only question which arises for consideration in these appeals is whether the Board of Revenue, U.P. could hear and decide the revisions filed by the appellant after creation of the State of Uttranchal (renamed as Uttrakhand) by the Uttar Pradesh Reorganisation Act, 2000 (for short "the Reorganisation Act").

3. One Sanjay Ghai had purchased bhumidhari land from various tenure holders in the name of Golden Forest India Limited and its sister concerns, namely, Indian Peace Foundation Trust, Mani Majra,

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Chandigarh, Golden Forest India Limited, Golden Agro Forest Limited and Golden Forest Distributors Limited. Tehsildar, Dehradun, submitted report dated 12.08.1997 to Assistant Collector 1st Class-cum-Sub Divisional Magistrate (for short "the Assistant Collector") with the finding that the purchases made in the name of the respondents were violative of the restriction contained in Section 154 (1) of the Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 (for short "the Act"). He suggested that action may be initiated against them under Sections 166/167 of the Act and land in excess of the ceiling may be declared to have vested in the State Government. The Assistant Collector issued notice to the respondents, gave them opportunity of hearing and passed order dated 21.08.1997 whereby he held that the disputed transactions were *ultra vires* the provisions contained in Section 154(1) of the Act and forwarded the matter to Collector, Dehradun for taking action under Section 167(2) of the Act.

4. The respondents challenged the aforesaid order by filing revisions, which were allowed by the Board of Revenue, U.P. vide order dated 24.11.2000 by observing that in terms of Section 154(1) of the Act each major person or company is entitled to purchase 12.5 acres land and the

purchases made in the names of different companies cannot be clubbed for deciding the issue relating to violation of that section

5. The State of Uttar Pradesh challenged the order of the Board of Revenue in Writ Petition No. 81 (M/S) of 2000. The State of Uttranchal also challenged that order in Writ Petition Nos. 2046 (M/S) -2049(M/S) and 2051(M/S) - 2053(M/S) of 2001 on several grounds including the one that after coming into force of the Reorganisation Act, the Board of Revenue, U.P. did not have the jurisdiction to deal with and decide the revisions filed by the respondents.

6. The Learned Single Judge did not deal with the issue of jurisdiction and dismissed the writ petitions by observing that the conclusion recorded by the Board of Revenue, U.P. on the legality of the disputed transaction was correct.

7. Shri Mukul Rohtagi, learned senior counsel appearing for the appellant argued that in view of Section 91 of the Reorganisation Act, the proceedings pending before the Board of Revenue, U.P. stood transferred to the newly created State of Uttranchal and, as such, it did not have the jurisdiction to decide the revisions filed by the respondents.

Learned senior counsel pointed out that the Reorganisation Act had come into force w.e.f. 09.11.2000 and, therefore, the Board of Revenue, U.P. could not have decided the revisions on 24.11.2000.

8. Shri Vijay Hansaria, learned senior counsel appearing for the respondents argued that the appellant cannot question the orders passed by the Board of Revenue, U.P. on the ground of lack of jurisdiction because no such objection was raised at the hearing of the revision petitions. Learned senior counsel further argued that this Court may not interfere with the impugned order because the land purchased in the names of the respondents had already been divided into plots and allotted to various persons, who are not parties in these cases.

9. We have considered the respective submissions. Section 91 of the Reorganisation Act reads thus:

> "91. **Transfer of pending proceedings.—**(1) Every proceeding pending immediately before the appointed day before a court (other than High Court), tribunal, authority or officer in any area which on that day falls within the State of Uttar Pradesh shall, if it is a proceeding relating exclusively to the territory, which as from that day are the territories of Uttaranchal State, stand transferred to the corresponding court, tribunal, authority or officer of that State.
>
> (2)If any question arises as to whether any proceeding should stand transferred under sub-section (1) it shall be referred to the High Court at Allahabad and the decision of that High Court shall be final.
>
> (3) In this section—

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(a)"proceeding" includes any suit, case or appeal; and
(b)"corresponding court, tribunal, authority or officer" in the State of Uttaranchal means—
(i) the court, tribunal, authority or officer in which, or before whom, the proceeding would have laid if it had been instituted after the appointed day; or

(ii) in case of doubt, such court, tribunal, authority, or officer in that State, as may be determined after the appointed day by the Government of that State or the Central Government, as the case may be, or before the appointed day by the Government of the existing State of Uttar Pradesh to be the corresponding court, tribunal, authority or officer."

10. A reading of the plain language of the above reproduced provision makes it clear that every proceeding pending before a Court, Tribunal, Authority or Officer in any area which fell within the State of U.P. on 09.11.2000 stood automatically transferred to the corresponding Court, Tribunal, Authority or Officer of the State of Uttranchal (now Uttrakhand). Therefore, the revisions which were pending before the Board of Revenue, U.P. on 9.11.2000 stood transferred to the State of Uttranchal and, as such, the same could not have been decided by the Board of Revenue, U.P. Unfortunately, the learned Single Judge over looked the fatal flaw in the order of the Board of Revenue, U.P. and pronounced upon the legality of the purchases made in the names of the respondents.

11. In the result, the appeals are allowed. The impugned order as also the order passed by the Board of Revenue, U.P. are set aside and it is declared that the revisions filed by the respondents stood transferred to the Board of Revenue, State of Uttranchal. The Board of Revenue, U.P. is directed to transmit the record of the revision petitions to the Board of Revenue of the State of Uttrakhand which shall decide the revision petitions afresh. If there is no Board of Revenue in the State of Uttrakhand then the record shall be transferred to the corresponding adjudicating authority. The respondents shall furnish the list of allottees of plots along with their latest addresses to the Board of Revenue, Uttrakhand or any other competent adjudicating authority within a period of four weeks from today. Thereafter, the allottees be impleaded as parties to the pending revisions and appropriate order be passed in accordance with law after hearing all the parties.

.....J.
(G.S. Singhvi)

.....J.
(Asok Kumar Ganguly)

New Delhi,
April 11, 2011.

ITEM NO.1 COURT NO.4 SECTION X

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Annexure-A/8

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

M/S. RAIGANJ CONSUMER FORUM Petitioner(s) 31

VERSUS

UNION OF INDIA . & ORS. Respondent(s)

WITH
T.C.(C) No. 2/2004 (XVI-A)
T.C.(C) No. 1/2004 (XVI-A)
T.C.(C) No. 68/2003 (XVI-A)
MA 151/2018 in T.C.(C) No. 2/2004 (XVI-A)
(IA No.8286/2018-CLARIFICATION/DIRECTION)

Date : 16-03-2018 These matters were called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE KURIAN JOSEPH
HON'BLE MR. JUSTICE MOHAN M. SHANTANAGOUDAR

For Petitioner(s) Dr. Abhishek M. Singhvi,Sr.Adv.
Mr. Ranjit Kumar,Sr.Adv.
Mr. Aman Vachher,Adv.
Mr. Ashutosh Dubey,Adv.
Mr. Dhiraj,Adv.
Mr. Abhishek Chauhan,Adv.
Mr. Anshu Vachher,Adv.
Mr. Arun Nagar,Adv.

Mr. Ranjan Mukherjee, AOR

Mr. Bhargava V. Desai, AOR

Mr. Somnath Mukherjee, AOR

Dr. Kailash Chand, AOR

Mr. P.N. Puri, AOR

For Respondent(s) Mr. Nidhesh Gupta,Sr.Adv.
Mr. Amarjit Singh Bedi,Adv.
Mr. Varun Chandiok,Adv.
Mr. Gaganpreet Sandhu,Adv.

Mr. Sanjiv Sen,Sr.Adv.
Mr. Harpal Singh,Adv.

Signature Not Verified
Digitally signed by MAHABIR SINGH
Date: 2018.03.19 11:02:37 IST
Reason:

Mr. Gaurav Dhingra,Adv.
Mr. M.C. Dhingra, AOR

Mr. Kapil Sibal,Sr.Adv.
Mr. Rakesh Khanna,Sr.Adv.
Mr. B.H. Marlapalle,Sr.Adv.
Mr. Shantanu Bhawmik,Adv.
Mr. A.K. Chawdhary,Adv.
Mr. Mike Desai,Adv.
Mr. Vinay Rajput,Adv.
Mr. Ajay Chawdhary,Adv.
Mr. Ajit Wagh,Adv.
Mr. Ranjan Mukherjee, AOR
Ms. Drishti Rathore,Adv.

Mr. Siddhartha Chowdhury, AOR

Mr. A.P. Mohanty, AOR

Mr. Arun K. Sinha, AOR

Mr. B.K. Pal, AOR

Ms. Chitra Markandaya, AOR

Mr. D.N. Goburdhan, AOR

Ms. Varsha Singh Choudhry,Adv.
Mr. Hitesh Kumar Sharma,Adv.
Mr. Amrinder Singh Chowhan,Adv.
Mr. Kusum Chaudhary, AOR

Mr. Surya Kant, AOR

Mr. Tara Chandra Sharma, AOR

Mr. Ugra Shankar Prasad, AOR

Mr. Somnath Mukherjee, AOR

Mr. Yash Pal Dhingra, AOR

Ms. Minakshi Vij, AOR

Mr. Ashok Kumar Singh, AOR

Mr. K.S. Rana, AOR

Ms. Suruchii Aggarwal, AOR
Mr. Prashant Chauhan,Adv.

Mr. Vishwajit Singh, AOR

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Mr. Abhijit Sengupta, AOR

M/s. K J John And Co, AOR

Mr. G. Ramakrishna Prasad, AOR

Dr. Kailash Chand, AOR

Mr. Ashwani Kumar, AOR

Mr. Rameshwar Prasad Goyal, AOR

Mr. Ajay Sharma, AOR

Mr. Alok Gupta, AOR

Mr. S. Ravi Shankar, AOR

Mr. Vikas Singh,Sr.Adv.
Mr. Anil K. Sharma,Adv.
Mr. Rajesh Sharma,Adv.
Mr. Rajeev Kr. Gupta,Adv.
Mr. Rajiv Goel,Adv.
Ms. Shalu Sharma, AOR

M/s. K. Ramkumar & Associates, AOR

M/s. A P & J Chambers, AOR

Mr. R. Gopalakrishnan, AOR

Mr. Shailendra Bhardwaj, AOR

Mr. Naresh Bakshi, AOR

Mr. Bhargava V. Desai, AOR
Mr. Akshat Malpani,Adv.

Mr. Shree Pal Singh, AOR

Ms. Sunita Sharma, AOR

Mr. Chander Shekhar Ashri, AOR

Mrs. S. Usha Reddy, AOR

Mr. Ashutosh Kumar Sharma,Adv.
Mr. Jatinder Kumar Bhatia, AOR

Mr. Rana Ranjit Singh, AOR

Ms. Anubha Agrawal,Adv. 34

UPON hearing the counsel the Court made the following

O R D E R

In I.A. No.36379/2018, issue notice returnable on 11.04.2018, to the respondents who are not represented before this Court.

For the States of Punjab and Uttarakhand, liberty is granted to serve notice upon the Standing Counsel for the States and for the NCT of Delhi and Commissioner of Income Tax, liberty is granted to serve notice through the Central Agency.

The Committee is directed to furnish a list of allottees/investors in terms of the order of this court dated 11.04.2011, on or before 11.04.2018.

Ms. Suruchii Aggarwal, learned counsel appearing for the Committee and Mr. Ashutosh Dubey, learned counsel appearing for the respondent(s), are directed to furnish the convenience volume and organize compliance of procedural formalities.

(NARENDRA PRASAD)
COURT MASTER

(RENU DIWAN)
ASSISTANT REGISTRAR

POWER OF ATTORNEY

In the Court of Supreme Court of India
In re:- I.A. No. ____ / 2025
W.P. (C) No. 1138/2024

M/s Raigarh Consumer Forums
Plaintiff/applicant

VERSUS

Union of India & Ors
~~Defendant/~~ Respondent

KNOW ALL TO THESE PRESENT SHALL COME that I/We undersigned Appoint.:

Ragini Bhandari
..... To be my Advocate(s) in the above noted case and authorize him:-

1. To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage.
3. To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
4. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
5. To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.
6. And I/We the undersigned do hereby agree to rectify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and proposes.
7. And I/We undertake that my /our duly authorised agent or I/We would appear in Court on all hearings and will inform the Advocate for appearance when the case is called.
8. And I/We the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case.
9. And I/We the undersigned to hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I//we hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 4 day of August 2025

Gaurav Dhingra
GAURAV DHINGRA
Advocate-on-Record
35, Lawyer's Chamber,
Supreme Court of India
New Delhi 110001
Mobile: 9873475990
Email: mcdhingra@gmail.com
Accepted

R.B. Bhandari

Client's signatures/Thumb impression

IN THE HON'BLE SUPREME COURT OF INDIA
(CIVIL ORIGINAL JURISDICTION)
I.A. NO. _____ OF 2025
IN
WRIT PETITION (CIVIL) NO. 188 OF 2004

IN THE MATTER OF:

M/S. RAIGANJ CONSUMER FORUM ....PETITIONER

VERSUS

UNION OF INDIA &ORS. ...RESPONDENTS

VAKALATNAMA

I, We under signed, Appellant do hereby retain and appoint **Shri. GAURAV DHINGRA, Advocate**, 35, Lawyers Chambers, Supreme Court of India, New Delhi to act and appear for me/us in the above Petition on my behalf to conduct and prosecute the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed therein including proceedings in taxation and application for Review to file and obtain return of documents and to deposit and receive money on our behalf in the said appeal and application of Review and to represent me and to take all necessary steps on my behalf in the above matter. I agree to ratify all acts done by the aforesaid advocate in pursuance of this authority.

Dated this the ____ day of _____, 2025.
Accepted, identified and satisfied and execute at my present.

(GAURAV DHINGRA)
ADVOCATE

[Signature]
appellant

MEMO OF APPEARANCE

To,
The Registrar,
Supreme Court of India,
New Delhi-110001

Sir,-
Please enter my appearance on behalf of the appellant, in the above petition.
Dated this the 29TH day of August 2025.

Yours Faithfully

(GAURAV DHINGRA)
ADVOCATE FOR THE APPELLANT
35, LAWYERS CHAMBER,
SUPREME COURT OF INDIA
NEW DELHI-110001
MOB:9873475990
Code-**1789**