

**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION
I.A. NO. OF 2024
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:

Krishna Devi & Ors.

... Applicants

APPLICATION FOR DIRECTIONS

PAPER-BOOK

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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:

1. Krishna Devi, W/o Shri Om Prakash Bhola,
R/o 787, Sec-26, Panchkula, Haryana-134116
2. Shiv Om, S/o Shri Om Prakash Bhola
R/o 787, Sec-26, Panchkula, Haryana-134116
3. Hari Om, S/o Shri Om Prakash Bhola
R/o 787, Sec-26, Panchkula, Haryana-134116
4. Mrs. Taruna, W/o Sh. Hari Om
R/o 787, Sec-26, Panchkula, Haryana-134116
5. Kalyani, Daughter of Sh. Om Prakash Bhola
R/o 787, Sec-26, Panchkula, Haryana-134116

... Applicants

APPLICATION FOR DIRECTIONS

To,

The Hon'ble Chief Justice
And His Companion Justices of the
Hon'ble Supreme Court of India

The humble application of the
Applicants above named

MOST RESPECTFULLY SHEWETH:

1. The Applicants herein have filed an accompanying application seeking Impleadment as Petitioners in the captioned petition (**Petition**) pending before this Hon'ble Court.
2. The captioned writ petition along with the other petitions and transferred cases are pending adjudication before this Hon'ble Court wherein this Hon'ble Court is adjudicating the grievance of 14 Lacs approx. investors of Golden Forest India Ltd. (*hereinafter referred to as GFIL*) and its subsidiaries which had raised funds from innocent investors and later on duped them by siphoning off the funds.
3. In 1998, SEBI had filed a Writ Petition (PIL) No. 344 of 1998 before the Bombay High Court to protect interest of investors of GFIL. The Hon'ble High Court admitted the aforesaid PIL and permitted GFIL to sell its 19 properties. Upon request made by GFIL, the Hon'ble Bombay high Court appointed a receiver for sale of the prescribed 19 properties. It is pertinent to note that above order was not publicized and no authorities like the Tehsildar or the Land Registrar were informed about this fact.
4. It is pertinent to note that the property/ land in question is Land admeasuring 43 Kanals 14 Marlas (5.46 Acre approx.) situated in Village-Billa, Tehsil and District-Panchkula, Haryana comprising of Khewat/Khatoni No. 245/252 being Khasra No. 38//13/2 (7-0) -14(8-0)-15(8-0)-17(8-0)-18(8-0)-19(8-0)-20(5-12) admeasuring 27 Kanal 11 Marlas and in Khewat/Khatoni No. 289/297 in Khasra No. 37/16 (10-18)-24/1

(2-9) and Khasra N o. 38/9/2 (4-14)-11/1(2-8)-11/2(7-18)-12/1(1-0)-20/2(2-8) admeasuring 16 Kanal 3 Marlas in Village-Billa, Hadbast N o. 237, Tehsil and District-Panchkula,Haryana.

5. That the GFIL had originally authorized one Kehar Singh to dispose the land admeasuring 86 Kanals 10 Marla belonging to GFIL in village Billa, Tehsil Kalka District Panchkula. The land in question formed a part of this property. A copy of resolution dated 30.08.2000 passed by the Golden Forest (India) Ltd is annexed herewith and marked as **ANNEXURE A-1. (Page 20 to ...)**
6. It is pertinent to mention that the resolution was found genuine and signature of the Director therein was admitted in Criminal Complaint No. 52 of 2004/2010. A copy of Order dated 24.09.2012 passed in Criminal Complaint No. 52 of 2004/2010 is annexed herewith and marked as **ANNEXURE A-2.(Page 21 to 37)**
7. Out of the aforesaid land, Kehar Singh sold the entire land admeasuring 86 Kanals and 10Marlas to one Narata Ram and others vide Sale Deed No. 2286/1 dated 20.03.2003. A copy of Sale Deed No. 2286/1 dated 20.03.2003 executed in favor of Narata Ram and others is annexed herewith and marked as **ANNEXURE A-3.(Page 38 to 46)**
8. Subsequently, the Hon'ble Punjab and Haryana High Court in C.P. No. 60/2001, appointed an Official Liquidator for GFIL.

Subsequently, the Hon'ble Supreme Court transferred to itself the W.P. (PIL) No. 340/1998 from Bombay High Court & C.P. No. 60/2001 from Punjab and Haryana High Court. All other courts were restrained from proceeding with the matters of GFIL.

9. This Hon'ble Court vide order dated 19.08.2004 constituted the Hon'ble Committee Golden Forests (India) Limited (hereinafter referred to as "the Committee") consisting of a Retired Judge of the Hon'ble High Court and an officer to be nominated each by the Reserve Bank of India (RBI) and Securities and Exchange Board of India (SEBI). The Committee was required to take into its custody all the assets of the company (*Golden Forest India Ltd.*), wherever they may be, to issue advertisements in newspapers calling upon all creditors of the Company to submit the claim(s) before the Committee. A true copy of the order dated 19.08.2004 passed by this Hon'ble Court in W.P. No. 188/2004 is annexed herewith and marked as **ANNEXURE A-4. [Page No. 47 to 52]**
10. Out of 78 Kanals and 12 Marlas, Narata Ram & Ors. sold 45 Kanals & 5 Marlas (land in question) of land to Anita Rani *vide* Registered Sale Deed No. 897 dated 09.08.2006. A copy of Sale Deed No. 897 dated 09.08.2006 executed in favor of Anita Rani is annexed herewith and marked as **ANNEXURE A-5. [Page No. 53 to 58]**.
11. Subsequently, Anita Rani sold the 43Kanal 14 Marla land in question at the rate of Rs. 23,00,000/- per acre to the present

Applicants vide Sale Deed No. 4277/1 dated 16.03.2011. The total consideration amount was Rs.1,25,63,750/- and a registered sale deed was executed on 16.03.2011 by paying Stamp Duty and other charges and registered at Sub-registrar's office, Panchkula.

12. It is submitted that the applicants had disposed 2 Huda Plots measuring 14 Marla and also availed a bank loan to buy the land in question. It is pertinent to mention that the names of the Applicants were also mutated in the revenue book records for the land in question. The instant applicants had done their due diligence while purchasing the property in question to find out whether Anita Rani had clear title over the said land.

A copy of registered Sale Deed is No. 4277/1 dated 16.03.2011 annexed herewith and marked as **ANNEXURE A-6. (Page 59 to 61)**

A true translated copy of Land Revenue Records is annexed herewith and marked as **ANNEXURE A-7. (Page 62 to 78)**

13. It is pertinent to mention that upon acquisition, the present Applicants had spent around Rs. 40 lakhs to make substantial improvements on the land in question, in the form of levelling, construction of fencing with pillars, two no. main gates, purchase of diesel generator, installation of tube well, in procurement of electricity connection and installation of electricity transformer etc..However, the land has now become barren since the Committee took its possession in May 2013.

A copy of photographs depicting the improvements made by the Applicants over the land in question are annexed herewith and marked as **ANNEXURE A-8. (Page 79 to 94).**

A true typed copy of list mentioning all the developments carried out by the Applicants is annexed herewith and marked as **ANNEXURE A-9. (Page 95)**

14. Meanwhile, vide Order dated 05.09.2006, this Hon'ble Court gave the Committee liberty to make appropriate suggestions to Courts with regard to the status of sale having taken place prior to the date of appointment of provisional liquidator i.e. 18.06.2003 by Punjab & Haryana High Court in CP No. 60 of 2001. Accordingly, the sale of land in question to Narata Ram and others was to be decided by the Committee in accordance with law. A copy of Order dated 05.09.2006 passed by this Hon'ble Court in Transfer Case No. 2 of 2004 is annexed herewith and marked as **ANNEXURE A-10. (Page 96 to 122)**
15. In 2011, the Committee without taking possession of the land in question or issuing notices to the applicants, auction-sold the land to M/s SAS Properties after confirming the sale to M/s SAS Properties, the Committee issued a show-cause notice dated on 25.05.2012 to the present applicants and predecessors-in-interest for delivery of possession of land in favour of the Committee. A copy of Show Cause Notice dated 25.05.2012 issued by the Committee is annexed herewith and marked as **ANNEXURE A-11.(Page 123 to 126**

16. It is submitted that the first buyer-Narata Ram and others had no interest left in the land in question, therefore, didn't appear before the Committee. Accordingly, the Committee vide Order dated 30.7.2012 concluded the proceedings *ex-parte* and against Narata Ram and others.
17. With regard to the title of Anita Rani, the Committee vide Order dated 06.11.2012, held that since Narata Ram and others could not prove themselves to be *bonafide* purchasers, therefore Anita Rani had no title over the land in question and that Anita Rani had purchased the land after the date of stay order passed by this Hon'ble Court on 17.08.2004. The Committee however, found that Anita Rani had equitable right under Sec.51 of the Transfer of Property Act and she was entitled to retain possession of the land in question on payment of current price of the land if she had made improvement on this land and opted for compensation under Section 51 of Transfer of Property act . A true typed copy of Order dated 06.11.2012 passed by the Committee is annexed herewith and marked as **ANNEXURE A-12.(Page 127 to 153)**
18. The Committee had also rejected the applicants' objections to the said show cause notice as the title of Anita Rani was found defective. The Committee recommended to the Hon'ble Delhi High Court to set aside the sale deed executed in favour of the applicants. It is pertinent to note that unlike Anita Rani, the Committee did not grant or recommend any remedy under Sec.51 of the Transfer of Property Act to the applicants. A copy

of Order dated 23.11.2012 passed by the Committee with regard to the Applicants is annexed herewith and marked as **ANNEXURE A-13. (Page 154 to 159)**

19. The applicants had also filed an application for setting aside of the Order dated 23.11.2012 passed by the Committee on the ground that the Committee had dismissed their submissions summarily and if the benefits under Sec. 51, Transfer of Property Act, is available to their predecessor in-interest, then same should be available to the Applicants as well. The Hon'ble High Court *vide* Order dated 01.04.2013 confirmed the Order passed by the Committee.

A true typed copy of the Application No. 595-596/2013 dated 02.01.2013 filed by the applicant in W.P. (C) No. 1399/2010 is annexed herewith and marked as **ANNEXURE A-14. (Page 160 to 170)**

A true typed copy of the Reply dated 29.03.2013 filed by the Committee in Application No. 595-596/2013 is annexed herewith and marked as **ANNEXURE A-15.(Page 171 to 181)**

A true copy of the Order dated 01.04.2013 passed by the Hon'ble High Court in Application No. 595-596/2013 in W.P. (C) No. 1399/2010 is annexed herewith and marked as **ANNEXURE A-16. (Page 182 to 187)**

20. The instant applicants had also filed a review petition bearing RP No. 131/2014 before the Hon'ble High Court for review of

Order dated 01.04.2013 passed in Application No. 595-596/2013 in W.P.(C) No. 1399/2010. The Hon'ble High Court was pleased to dismiss the said Review Petition on merits. A copy of Order dated 05.09.2014 passed by the Hon'ble High Court in RP No. 131/2014 is annexed herewith and marked as **ANNEXURE A-17.(Page 188 to 190)**

21. Aggrieved, the Applicants had filed Special Leave Petition bearing SLP (C) No. 34259/2014 challenging the Orders dated 05.09.2014 passed by the Hon'ble High Court in RP No. 131/2014 and Order dated 01.04.2013 passed in Application No. 595-596/2013 in W.P.(C) No. 1399/2010. This Hon'ble Court was pleased to dismiss SLP (C) No. 34259/2014 on 12.04.2016. A copy of Order dated 12.04.2016 passed by this Hon'ble Court in SLP (C) No. 34259/2014 is annexed herewith and marked as **ANNEXURE A-18.(Page 191)**

22. It is submitted that the Committee had also advertised a plot of land belonging to Engineering College as the part of the offered land whereas the same was not available for sale. As a result, M/s SAS properties had refused to move ahead with the purchase. Accordingly, the Hon'ble High Court recalled its order dated 11.08.2011 confirming the auction of sale of the land in question, consequently, the land in question was not sold and is still available for sale. A copy of Order dated 30.09.2013 passed by the Hon'ble Delhi High Court in C.M. No. 9656 of 2013 is annexed herewith and marked as **ANNEXURE A-19. (Page 192 to 196)**

23. That one M/s Multy Innovative Educational & Research Society (MIERS), had purchased another piece of land owned by GFIL situated in Madhya Pradesh on 10.02.2016, unaware of the stay granted by this Hon'ble Court on sale of any of the properties owned by GFIL. The Society had also applied for change of use of land and after confirmation, had built a school on the land. The Committee had issued a show cause notice to MIERS and its subsequent buyer Advantage Equifund Pvt Ltd (AEPL) for setting aside the aforesaid sale and take possession of the said land. upon hearing contentions of AEPL, the Committee had granted an opportunity to AEPL to get the transaction regularized by depositing the circle rate for the year 2021-22 on 8.349 Hectare with the Committee, within 1 month from the date of confirmation of the Order by this Hon'ble Court. A copy of Order dated 07.03.2022 (In case of AEPL) passed by the Committee is annexed herewith and marked as **ANNEXURE A-20. (Page 197 to 212).**
24. Further, Vide order dated 15.09.2022, the Committee granted an opportunity to MIERS to get the transaction regularized by depositing the circle rate for the year 2022-23. A copy of order dated 15.09.2022 of the Committee (in respect of MIERS) is annexed herewith and marked as **ANNEXURE "A-21" (Page No. 213 to 217).**
25. The order of the Committee in respect of MIERS and AEPL has been subsequently confirmed by this Hon'ble Court.

A copy of order dated 25.04.2023 in the case of MIERS is annexed herewith and marked as ANNEXURE “A-22” (Page No. 218 to 224).

A copy of order dated 24.01.2024 in the case of AEPL is annexed herewith and marked as ANNEXURE “A-23” (Page No. 225 to 237).

26. That, in case of two other such bonafide purchasers, namely, M/s. Mishra and Mishra Ltd, and Kailash Agrawal, the Committee in its decision dated 31.08.2023 had stated the since Advantage Equifund had taken several steps to develop the property, it was given an opportunity to regularized the transaction. Similarly, in case of MIERS, the company had developed a school on the disputed land, accordingly Committee had held that the transaction regarding sale of 1.515 ha to MIERS can be treated as a voidable one by the Committee. An opportunity to MIERS was given to get the purchase transaction regularized and title perfected. A copy of Order dated 31.08.2023 passed by the Committee in Re: Representations on behalf of: (1) Mishra & Mishra Realty Private Limited is annexed herewith and marked as ANNEXURE A-24. (Page 238 to 241)
27. It is submitted that this Hon’ble Court *vide* Order dated 28.02.2024 had allowed the said *bona fide* purchasers Mishra & Mishra Pvt. Ltd. and Sh. Kailash Aggarwal to get their sale regularized upon payment of market rate of the disputed land. A copy of the Order dated Order dated 28.02.2024 passed by this

Hon'ble Court in I.A. No. 202667/23 & I.A. No. 202743 in W.P. (C) 188/2024 is annexed herewith and marked as **ANNEXURE A-25. (Page 242 to 257)**

28. It is submitted that the present Applicants had made improvements on the land in question before issuance of the show cause notice by the Committee on 25-05-2012. The applicants are also *bona fide* purchasers as per Section 51 of the Transfer of Property Act. It is most respectfully submitted that although the SLP filed by the Applicants has been dismissed by this Hon'ble Court. However it is most respectfully submitted that the sale of the land in question has not taken place till date. In view of the peculiar facts and circumstances of the case, it is submitted that the applicants being similarly placed persons as MIERS and AEPL , as also being bonafide purchasers as Mishra & Mishra Pvt. Ltd. and Sh. Kailash Aggarwal may be treated with parity and may kindly be granted similar relief as granted to the other bonafide purchasers as mentioned above.
29. It is submitted that the Committee has made multiple attempts to sell the land in question. 4 auction notices have been published since 2014, however the sale of land has not been confirmed till date. A true typed copy of the auction notice dated 27.11.2014 published in Dainik Bhaskar Newspaper is annexed herewith and marked as **ANNEXURE A-26. (Page 258 to 261)**

A copy of advertisement published in newspaper for auction held on 15.07.2015 is annexed herewith and marked as **ANNEXURE A-27. (Page 262 to 266)**

A true typed copy of Auction Notice dated 11.05.2018 published by the GFIL on its website is annexed herewith and marked as **ANNEXURE A-28.(Page 267 to 271)**

A copy of invitation to Auction published on 29.05.2018 on the website of GFIL is annexed herewith and marked as **ANNEXURE A-29. (Page 272 to 273)**

- 30.** On 07.08.2019, this Hon'ble Court ordered Income Tax Department to start the sale of the certain properties on "as is where is basis" and the amount be remitted to the Court. The land in question also forms part of these properties. Accordingly, the Recovery Department, Income Tax Department had published fifth auction notice in Punjab Kesari for sale of land in question on 06.01.2020. A translated copy of Auction Notice dated 22.11.2019 published by the Revenue Department, Income Tax Department is annexed herewith and marked as **ANNEXURE A-30.(Page 274 to 278)**
- 31.** It is further submitted that in furtherance of this Hon'ble Court's order dated 24.01.2023, the Income Tax department had conducted the valuation of the properties of GFIL which are pending for sale. In the said valuation report, the value of the land in question was assessed at Rs. 590625.00 per Kanal. A true typed copy of fair market value of the land in question as assessed by the District Valuation Officer, Income Tax Department, Chandigarh is annexed herewith and marked as **ANNEXURE A-31. (Page 279 to 281)**

A true typed copy of the valuation report dated 24.01.2023 prepared by the District Valuation Officer, Income Tax Department, Chandigarh is annexed herewith and marked as **ANNEXURE A-32. (Page 282 to 285).**

32. It is submitted that the Applicants were bonafide purchasers of the land in question for a valid consideration and through registered sale deed.
33. It is submitted that the Applicants has done their due diligence while purchasing the property in question and there was no embargo on the sale of property which is evident from the records of the revenue entries and also in view of the report of the Tehsildar Panchkula.
34. It is most respectfully submitted that the restraining order imposed on the properties of Golden Forests (India) Limited and its subsidiary companies was not in the knowledge nor brought out in any record exercising the due diligence by the Applicants.
35. It is submitted that the authorities also remained silent at the time of registration of the sale deed and at the time of granting the mutation order. There was no mention of any restraint or of the order passed by this Hon'ble Court by the concerned authorities at the relevant time. It is submitted that there was a complete absence of information in judicial / revenue records or in public knowledge with regard to any restraint on the transfer

of the property. There was no material with any party either at the stage of entering into the transaction or at any stage thereafter, till the issuance of the Warrant of Possession, to infer that sale were prohibited.

36. As mentioned above, the Applicants stand on parity with the cases of M/s Advantage Equifund Ltd. and MIERS. Further, the applicants stand on parity with the cases of Mishra & Mishra Pvt. Ltd. and one Sh. Kailash Aggarwal who were granted relief vide order dated 28.2.2024.
37. It is submitted that it has been more than 10 years since the Committee had rejected the application of the applicants over the land in question, however, the Committee has not been able to find any purchaser for the land and the Applicants having spent a valuable consideration for the same, and having made improvements over the land initially, can be granted an opportunity to regularize their sale.
38. In view of the aforesaid, the present Application is being filed bonafide and in the interest of justice. It is prayed that this Hon'ble Court may kindly grant the reliefs to the Applicant as prayed for, and grant an opportunity to the Applicants to regularize their sale in terms of orders dated 25.4.2023 and 28.2.2024 passed by this Hon'ble Court in respect of other bonafide purchasers of other properties.
39. That no other similar application or similar petition has been filed by the Applicants before this Hon'ble Court or any other Court.

PRAYER

In view of the aforesaid facts and circumstances and on the grounds mentioned herein above, it is most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- (a) Direct the Committee to regularize the sale in favour of the applicants concerning the Land admeasuring 43 Kanals 14 Marlas situated in Village-Billa, Tehsil and District-Panchkula, Haryana being land in Khewat/Khatoni No. 245/252 being Khasra No. 38//13/2 (7-0) -14(8-0)-15(8-0)-17(8-0)-18(8-0)-19(8-0)-20(5-12) admeasuring 27 Kanal 11 Marlas and in Khewat/Khatoni No. 289/297 in Khasra No. 37/16 (10-18)-24/1(2-9) and Khasra No. 38/9/2 (4-14)-11/1(2-8)-11/2(7-18)-12/1(1-0)-20/2(2-8) admeasuring 16 Kanal 3 Marlas in Village- Billa, Hadbast No. 237, Tehsil and District- Panchkula, Haryana, in terms of orders dated 25.4.2023 and 28.2.2024 passed by this Hon'ble Court in respect of other bonafide purchasers of other properties;
- (b) Direct the Committee not to proceed with sale of Land admeasuring 43 Kanals 14 Marlas situated in Village-Billa, Tehsil and District-Panchkula, Haryana being land in Khewat /Khatoni No. 245/252 being Khasra No. 38//13/2 (7-0) -14(8-0)-15(8-0)-17(8-0)-18(8-0)-19(8-0)-20(5-12) admeasuring 27 Kanal 11 Marlas and in Khewat/Khatoni No. 289/297 in Khasra No. 37/16 (10-18)-24/1(2-9) and Khasra No. 38/9/2 (4-14)-11/1(2-8)-11/2(7-18)-12/1(1-0)-20/2(2-8) admeasuring 16 Kanal 3 Marlas in Village- Billa, Hadbast No. 237, Tehsil and District-Panchkuladuring the pendency of the present application; and

(c) Any other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case and in the interest of justice.

**AND FOR SUCH ACT OF KINDNESS THE APPLICANTS AS
ARE DUTY BOUND SHALL EVER PRAY.**

Filed By;



(AAKASH NANDOLIA)
Advocate for Applicants

New Delhi.
Filed on: 02.10.2024

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION
I.A. NO. OF 2024
IN
WRIT PETITION (C) No. 188 OF 2004

BETWEEN:

M/s Raiganj Consumer Forum ... Petitioner

A N D

Union of India & Ors. ... Respondents

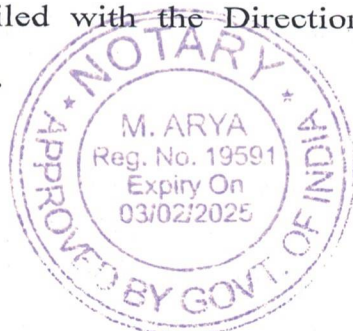
AND IN THE MATTER OF:

Krishna Devi & Ors. ... Applicants

AFFIDAVIT

I, Shiv Om S/o Shri Om Prakash Bholra, Aged About 37 years, R/o House No. 787, Sector-26, Panchkula, Haryana, presently at New Delhi do hereby solemnly affirm and state as under:-

1. That I am one of the Applicants in the above petition and as such conversant with the facts of the present case and competent to file this Affidavit.
2. That I have read and understood the contents of accompanying Direction. I say that what is stated therein is true to my knowledge and belief and based on the office record.
3. Annexures filed with the Direction are true copies of their respective originals.



Shiv Om
DEPONENT

VERIFICATION:

I, the deponent above named, do hereby verify that the contents of paras 1 to 3 of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at on this the day of, 2024.



Shiv Om.

DEPONENT

ATTESTED

m

NOTARY PUBLIC

- 3 OCT 2024

ANNEXURE A/1

**EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD
OF DIRECTORS M/S GOLDEN FORESTS (INDIA) LIMITED
AT ITS REGISTERED OFFICE ON 30.08.2000 AT 11.30 A.M.**

The Chairman of the meeting placed before the Board a proposal for the dispose off land measuring 86 Kanal 10 Marla bearing Khasra No. 37//16(10-18), 24/1(2-19), 38//13/2(7-0), 14(8-0), 15(8-0), 17(8-0), 18(8-0), 19(8-0), 22/2/2/2(1-13), 20/1(5-12), 9/2(4-14), 11/2(7-18), 12/1(1-0), 11/1(2-8), 20/2(2-8) total land area 86 Kanal 10 Marla belonging to this organization situated in Village Billa, Tehsil & District – Panchkula and it, is resolved that 86 Kanal 10 Marla be dispose off the aforesaid land. It is further resolved that Sh. Kehar Singh, S/o Tulsi Ram R/o Village Jhanda, Tehsil - Jagadhari, District- Yamunanagar as representative of this organization be and is hereby authorized to appear before the Registering Authority for the transfer /sale deed of the aforesaid land and is sign the necessary documents for the transfer/sale deed of land as a representative of the company. The aforesaid signature of Sh. Kehar Singh are appended below.

SD/-
Attested

For M/s Golden Forest (India) Limited
Sd/-
Director

Sd/-
(Signature Attested)

//TRUE TYPED COPY//

ANNEXURE A/2

**IN THE COURT OF DR. ATUL MARYA, CHIEF JUDICIAL
MAGISTRATE, PANCHKULA**

CrI. Complaint No.: 52 of 2004/2010

Date of Instt. 15.01.2004/10.04.2010.

Date of Order: 24.09.2012

Golden Forest (India) Private Limited through its Chairman-cum-
Managing Director Shri Rakesh Kant Syal son of Shri Amrit Lal,
resident of House No. 573, Sector 12, Panchkula (who died in Judicial
Custody) now deceased represented through his son Shri Nikhil Syal
son of late Shri Rakesh Kant Syal, resident of House No. 573, Sector
12, Panchkula.

... Complainant

Versus

1. Kehar Singh son of Shri Tulsi Ram, resident of Village Jhanda,
Tehsil Jagadhri, District: Yamuna Nagar (Haryana).
2. Shri Narata Ram son of Shri Pat Ram, resident of Village and Post
Office Ramgarh, Tehsil and District Panchkula.
3. Ram Rattan son of Shri Pat Ram, resident of Village and Post
Office Ramgarh, Tehsil and District Panchkula.
4. Gian Chand son of Shri Pat Ram, resident of Village and Post
Office Ramgarh, Tehsil and District Panchkula (SINCE
DECEASED)
5. Raj Kumar son of Shri Gian Chand son of Shri Pat Ram, resident
of Village and Post Office Ramgarh, Tehsil and District
Panchkula.

6. Ajay Kumar son of Shri Gian Chand son of Shri Pat Ram, resident of Village and Post Office Ramgarh, Tehsil and District Panchkula.
7. Sanjeev Kumar son of Shri Kehar Singh, resident of House No. 105, Mohalla Sawanpuri, Jagadhri, District Yamuna Nagar.
8. Dyal Singh, Lambardar of Village Banna Madanpur, Tehsil and District Panchkula. (NOT SUMMONED)
9. Mohan Lal son of Shri Nasiba, resident of Village Banna Madanpur, Tehsil and District Panchkula (NOT SUMMONED).

... Accused

Complaint under Sections 420, 467, 468, 471 and 120-B IPC.

Present:- Shri S.K. Sood, Advocate for the Complainant.

Proceedings against Accused No. 4 dropped vide order dated 14.05.2012.

Accused No. 8 and 9 not summoned.

Accused No. 1 Kehar Singh exempted from personal appearance being represented by Shri Arun Goel, advocate.

Remaining Accused on bail with Shri Arun Goel, advocate.

JUDGMENT

1. The present complaint has been filed by the Golden Forest (India) Limited through its Chairman-cum-Managing Director Shri Rakesh Kant Syal, wherein, the Complainant has submitted that it is an agro forestry concerned company duly registered with the Registrar of Companies, Jalandhar, having its registered office at SCO No. 834, Mani Majra, UT Chandigarh. The Complainant

company is the sole owner of the land measuring 86 K-10 M, situated in Village Bhilla, H.B. No. 237, Tehsil and District Panchkula including the land bearing Khewat/Khatauni No. 221/226, Khasra Qitta 7 measuring 52 K-12 M as per the jamabandi for the year 1997-98. The Chairman-cum-Managing Director namely Rakesh Kant Syal is in judicial custody since December 2011 and is presently confined to Model Jail, Burail, Chandigarh.

2. It has been further submitted that the Accused No. 1 forged a resolution of the Complainant company and on the basis of the same, he sold the land measuring 7 K-18 M, situated in Village Bhilla, to Accused No. 2 to 7 vide two registered sale deeds dated 17.03.2003 for a sale consideration of Rs.14,73,750/-, though, no resolution was passed by the Complainant Company in favour of the Accused No.1 alleged to be dated 30.08.2000 and the same is forged and fictitious document. Both the aforesaid sale deeds have been allegedly witnessed by Accused No. 8 and 9 who have wrongly identified Accused No.1 and as such all the Accused persons in connivance with each other, have forged the aforesaid sale deed and cheated the Complainant Company, depriving it of its valuable securities while the Chairman-cum-Managing Director of it was in judicial custody since December 2000. Hence, the present complaint was filed for summoning of Accused persons for committing offence under Sections 420, 467, 468, 471 & 120-B IPC.

3. On the basis of preliminary evidence led by the Complainant, present persons arrayed as Accused No.1 to 7 were summoned by the Court vide order dated 24.07.2009 to face trial for the commission of offence under sections 420/467/120-B IPC, whereas, proceedings against Accused No.8 and 9 were dropped vide the aforesaid orders. Thereafter, Accused appeared and they were admitted to bail and Complainant was directed to lead pre-charge evidence.

4. In the pre-charge evidence, Complainant has examined three witnesses namely N.K. Syal as CW1; Balwinder Singh Registration Clerk as CW2; and Khem Singh Rawat as CW3. No other witness in pre-charge evidence was examined by the Complainant. Thereafter, pre-charge evidence was closed by the learned counsel for the Complainant vide his statement dated 27.09.2011 and the case was adjourned for arguments of charge. Subsequently, the Accused persons No.1 to 7 were charge sheeted under Sections 420/467/471/120-B IPC on 5.3.2012 by this Court to which the Accused persons pleaded not guilty and claimed trial. Thereafter, as opted by the Accused persons, all the Complainant's witnesses were further cross-examined by learned defence counsel after framing of charge. Thereafter, after charge evidence was closed by the learned counsel for the Complainant vide statement dated 20.3.2012 after tendering the documents, i.e., Ex.CW2/D certified copy of sale deed No.2285 dated 20.03.2003; Ex.CW2/E certified copy of sale deed No.2286 dated 20.03.2003; Mark F Notary attested photocopy of resolution dated 27.03.1987; Mark G photocopy of Form No.29; Mark H photocopy of form No.18B;

Mark I photocopy of resolution dated 16.04.2011 and Mark J photocopy of order dated 05.09.2006.

5. Statements of Accused as required under Section 313 Cr.P.C. were then recorded on 20.03.2012 in which the Accused persons pleaded innocence and false implication in the present case. The Accused also opted to lead defence evidence but without leading any evidence, defence evidence was closed by them.
6. I have heard Shri S.K. Sood, counsel for the Complainant and Shri Arun Goel, counsel for the defence and with their help the record of the case has also been perused.

ARGUMENTS

7. Ld. Counsel for the Complainant Shri S.K. Sood has argued that the case of the Complainant is fully proved with the help of positive and cogent evidence. It was argued that it is not disputed that the firm Golden Forest was the owner in possession of the property in question. All the management of M/s Golden Forest was in custody since 24.12.2000. The Receiver/Official Liquidator has been appointed by the Apex Court for the management of the properties of Golden Forest and stay order has been passed by the Hon'ble High Court of Mumbai way back in the year 1998 and by our own Hon'ble High Court in June 2001. The property of the Golden Forest could not be sold.
8. The learned counsel has argued that the Complainant has been successful in establishing that the Accused No.1 in connivance with the remaining Accused had forged a resolution said to have

been passed by the management of Golden Forest and on the basis of the said forged resolution, the Accused No.1 had sold the property of Golden Forest measuring about 85 kanals to Accused No. 2 to 7.

9. The attention of the Court was drawn towards Mark A, the photocopy of the resolution and Ex.D1, the copy of the same resolution. It was contended that the signatures of the authorized on the resolution are forged. It was not signed by the Directors. No resolution number was mentioned and even no resolution register was produced. It does not reflect the name of the Directors and the issuing authority who had issued the copy. Even there are cuttings without initials and it is not explained as to who had made the cuttings and under whose authority. It was contended that no resolution could have been passed as at that time the members of the management were in custody and official liquidator was already appointed.

10. The learned counsel has argued that the case of the Complainant stands fully proved with the testimony of the Complainant Nitin Syal CW1 and the Director of the company Khem Singh Rawat. The Complainant has also examined the Clerk from the office of Registrar as CW2 to prove the record of registration. It was argued that all the sale deeds executed after the orders were passed by the Hon'ble High Court of Bombay, have been set aside by the Apex Court and the sale deed in favour of the Accused No.2 to 7 has also been set aside. It was argued that the Complainant has successfully established that the Accused persons in connivance

with each other, have forged and fabricated the resolution of the Golden Forest and on the basis of that forged resolution, the Accused persons have manipulated a sale deed and as such the guilt of the Accused stands duly proved.

11. On the other hand, the learned defence counsel Shri Arun Goel has argued that the Complainant has failed to prove its case. Accused persons have been falsely implicated. The learned counsel has argued that no role has been assigned to Accused No.2 to 7. It is not proved that they had played any role in the said forgery. Even there is no evidence against them of any kind that they had forged the document. There are allegations that they had taken benefit of the forged document but admittedly, sale deed in their favour, had already been set aside and there is nothing to support that there was any conspiracy between the Accused No.1 and Accused No.2 to 7.

12. Learned counsel has drawn the attention of the Court towards the cross examination of CWI Complainant wherein he has admitted that the company has issued an advertisement in the newspaper on 13.11.1999 for sale of property of Complainant and on 30.08.2000, resolutions were passed by the company in bulk and on the basis of those resolutions, the management of the Complainant company sold the property in order to play fraud upon the Courts as well as on innocent public. The Accused persons are the victim of fraud played by the management of the Complainant. At this point, the learned counsel has drawn the attention of the Court towards the cross-examination of Shri K.S.

Rawat, Director of the company CW2. He has admitted his signatures over the resolution Mark A and Ex.D1. Learned counsel has also drawn the attention of the Court towards. cross-examination of CW1 Nitin Syal who has admitted that till date said witness Khem Singh Rawat is Director of the Complainant company. It was argued that if there was any forgery then it was committed by Khem Singh Rawat and not by the Accused persons. The Accused persons are the bonafide purchasers and not the criminals. Request was made to acquit the Accused.

13. No other point was argued.

POINT OF DETERMINATION:

14. On the basis of evidence led by the prosecution this Court has to determine, whether the Accused persons have forged and fabricated the resolution of the Complainant company; whether the forged resolution was used by the Accused as genuine document; whether the Accused persons have cheated the Complainant as alleged; whether the evidence led by the Complainant is cogent and unblemished.

FINDINGS

15. After going through the arguments raised on behalf of the Complainant and the defence in the light of the record of the case and for the reasons discussed hereinafter, it is observed that the Complainant has failed to bring home the guilt of the Accused persons beyond shadow of doubt.

16. It is the case of the Complainant that the Accused persons have forged the resolution of the Complainant Company and on the basis of the forged resolution; they have manipulated a sale deed of the property of the Complainant Company measuring about 85 kanals. In order to prove its allegations, the Complainant has led oral as well as documentary evidence.

17. Before proceeding further with the observations of this Court, it will be convenient here to have a look on the factual backdrop. It is the admitted case of the parties that the Complainant Company was the owner of the property in question. The Complainant Company was facing a voluminous litigation in civil as well as criminal Courts all over India. The allegations were that they had cheated the innocent public by offering them higher profits on their investments and the funds so collected were misused and misappropriated. Way back in the year 1998, the Hon'ble High Court of Bombay took cognizance of the matter when certain investors from the public approached it and an order was passed by the Hon'ble High Court whereby a restrain order was passed regarding alienation of the immovable property of the Complainant Company. It is also not disputed that a similar order was passed by our own Hon'ble High Court in the year 2001 and finally the cognizance was taken by the Apex Court and all the litigation pending all over India was withdrawn and transferred by the Apex Court to itself. It is also not disputed that all the sale deeds executed by the management or otherwise regarding the property of the Complainant Company including the sale deed of the property in question were set aside by the Apex Court. Official

liquidator was appointed and even till date the affairs of the properties of Complainant Company are being taken care of by the official liquidator. The Managing Director of the Complainant Company namely R.K. Syal and his wife were taken into police custody and they remained in custody since December 2000 till their death. At the time of the alleged resolution Mark A (Ex.D1), the official liquidator was appointed and there was a stay regarding alienation of immovable property of the Complainant company and any immovable property including the property in question could not be alienated and any alienation made or any sale deed executed during this period was illegal and admittedly, all such sale deeds have been set aside.

18. Now, coming to the facts and circumstances in hand, no resolution such as Mark A (Ex. D1) could have been legally passed by the management of the Complainant company. Either the resolution was forged by the Accused persons as alleged by the Complainant or it was forged by the Complainant company or its Director(s) or the management to by-pass the orders of the High Court and to take unlawful benefit by innovating the device of such alienation so that the subsequent purchasers can take the plea of bonafide purchasers. In nut shell, the entire controversy in this case revolves around the question whether the impugned resolution is forged one if so, whether it was forged by the Accused persons as alleged.

19. The offence of forgery has been define under Section 463 of IPC as under:

Whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury, to the public or to any person, or to support any claim or title, or to cause any person to part with property, or to enter into any express or implied contract, or with intent to commit fraud or that fraud may be committed, commits forgery.

Section 464 of IPC defines the making of a false document as under:

A person is said to make a false document or false electronic record-

Firstly. Who dishonestly or fraudulently-

makes, signs, seals or executes a document or part of a document;

makes or transmits any electronic record or part of any electronic record;

affixes any digital signature on any electronic record;

makes any mark denoting the execution of a document or the authenticity of the digital signature with the intention of causing it to be believed that such document, or part of document, electronic record of digital signature was made, signed, sealed, executed transmitted or affixed by or by the authority of a person by whom or by whose authority he knows that it was not made, signed, sealed, executed or affixed; or

Secondly - Who, without lawful authority, dishonestly or fraudulently, by cancellation or otherwise, alters a document or an electronic record in any material part thereof, after it has been made, executed or affixed with digital signature either by himself or by any other person, whether such person be living or dead at the time of the alteration; or

Thirdly - Who dishonestly or fraudulently causes any person to sign, seal, execute or alter a document or an electronic record or to affix his digital signature on any electronic record knowing that such person by reason of unsoundness of mind or intoxication cannot, or that by reason of deception practiced upon him, he does not know the contents of the document or electronic record or the nature of the alteration."

20. Both these sections are supplementary to each other and both these sections if read together provides the clear definition and ingredients of the offence of forgery. One of the basic ingredients, upon which the stress has been laid in the present case by the prosecution as well as the defence is the fraudulently and dishonest intention. Sections 463 and 464 of IPC provide that the false document must have been prepared either fraudulently or dishonestly.

21. In *Haycraft vs. Creasy*, (1802) 2 East, 92., Le Blanc, J., observed:

".. by fraud is meant an intention to deceive; whether it be from any expectation of advantage to the party himself or from the ill-will towards the other is immaterial".

22. In Buckley, J., in Re, London and Globe Finance Corporation Ltd. (1903 1 Ch. 732. brings out the ingredients of fraud thus:

"to deceive is, to apprehend, to induce a man to believe that a thing is true which is false, and which the person practising the deceit knows to believe to be false. To defraud is to deprive by deceit: it is by deceit to induce a man to act to his injury. More tersely it may be put, that to deceive is by falsehood or induce a state of mind; to defraud is by deceit to induce a course of action. "

23. In another English case R. V. Welhem (1960), 1 All. E.R. 260, Hire purchase finance Companies advanced money on hire purchase form and agreement and on credit-sale, agreements witnessed by the Accused. The forms and agreements were forgeries. The Accused was charged with offences of forging the document with intent to defraud. It was not proved that he had intended to cause any loss of money to the finance companies. His intention had been by deceit to induce any person, who was charged with the duty of seeing that the credit restrictions than current were observed to act in a way in which he would not act if he had known the true facts. In its findings, the judge observed that the appellate Accused was doing in order that he might benefit by getting further loans. In that case the Accused was held guilty of fraud and deceit and forgery though, he had not caused any economic loss to any one and economic gain to himself but his intention was deceit the company while granting him future loan, meaning thereby he was committed forgery and preparing false

document in support of his future claim and in those circumstances also he was held guilty.

24. There is a marked difference between the act and done "dishonestly" and an act done "fraudulently". In order to do a thing "dishonestly" there must be the intention to cause wrongful loss or wrongful gain of property but in order to do a thing "fraudulently" it is not necessary that there should be an intention to cause wrongful loss or to wrongful gain. Here the reliance can be placed over in *Re: Sivananda Mudali*, AIR 1927 Madras 1072. If there is the intention to deceit practised to cause wrongful loss the act is done "dishonestly"; but in the absence of such an intention, if the deceitful act willfully exposes any one to risk of loss, there is fraud. At this point the reliance can be placed over *Sukhamoy Mitra Vs. Emperor*, AIR 1938 Patna 165 as discussed above, for making a false document either the dishonest intention should be there or the intention should be fraudulent.

25. Now, in the backdrop of above legal propositions the question of forgery is to be decided. The copy of the resolution in question has been placed on record as Mark A by the Complainant, which is a mere photocopy and one copy, has been placed on record by the Accused as Ex.D1, which was also initially marked as Mark A. It is the admitted case that both the documents are the impugned resolutions on the basis of which, as per the version of the Complainant, the properties of the Complainant were sold and both these documents are said to be forged and fabricated by the Accused persons. Perusal of the same reveals that it carries the

signatures of the authorized signatory of the firm on two places, one in the right below corner and other in the left below corner. Before proceeding further with the document, it will be convenient here to move to the cross-examination of CW1 Nikhil Syal and CW3 Khem Singh Rawat. CW1 has admitted that Khem Singh Rawat is the Director of the company since long and even at the time of his deposition in the Court, he was a Director. It is not denied or disputed that at the time of the said resolution, he was the existing Director of the company. CW3 Khem Singh Rawat, in his cross-examination has admitted that Mark A original of resolution dated 16.8.2011, which was previously marked as Mark A and which was exhibited as Ex.D1 on that day carried his signatures on point A and B, meaning thereby the resolution Mark A/Ex.D1 was signed by the authorized of the company who was also the Director not only when the resolution was passed but even till date, he had been a Director. If the document was signed by the Director and the authorized signatory of the company and that too, on the original letter pad of the company, how it can be labelled as forged and fabricated document. It does not fall within the definition of forged document. If it would not have been signed by the authorized signatory or the Director of the company or if the signatures of the Director or authorized signatory of the company would have been forged then there were the chances that the forgery might have been committed by the Accused persons. It is not the case of the Complainant that CW3 was not the authorized signatory or that he was not the Director of the company and if that would have been the case, then the presence of his signatures which have been admitted to be correct by him would have make

him liable for forgery. So, in these circumstances, it is not established that there was a forgery of the resolution. Even if it is assumed for the sake of arguments that there was a forgery then also it was the duty of the Complainant to show some dishonest and/or fraudulent intention on the part of the Accused persons and to show that there was an intention to cause wrongful loss to the company and wrongful gain to themselves and evidence in this regard is also lacking. These circumstances do suggest that the chances of forgery of the resolution by the Accused persons are bleak whereas chances of preparing false documents on behalf of the management and the witness CW3 are very much there as it has been admitted by CW1 himself that the company had issued a public advertisement for sale of its property in the year 1999 and that too, after the prohibition order in this regard by the Hon'ble High Court of Bombay.

26. In the light of above discussions, this Court is of the considered view that the evidence led by the prosecution against the Accused persons is not sufficient, and is lacking on the material aspects of this Court. Complainant has failed to prove the ingredients of the offences as alleged, so the Accused persons are entitled to benefit of doubt and hence the Accused present in the Court and named above and Accused Kehar Singh in absentia are hereby acquitted of the charges levelled against them. Their bail bonds and surety bonds stand discharged. Case property, if any, be disposed of as per rules. File be consigned to the record room.

Pronounced in Open Court;

24th September 2012.

Sd/-

(Dr. Atul Marya)

Chief Judicial Magistrate, Panchkula

Note:- All the 17 pages of this order have been checked and signed by me.

Sd/-

(Dr. Atul Marya)

Chief Judicial Magistrate, Panchkula

//TRUE TYPED COPY//

ANNEXURE A/3

SALE DEED

Sale Deed of Rs.14,63,750/- with stamp duty of Rs.96,750/- vide Sr. No.2024 dated 17.03.2003 issued by Treasury Office Panchkula. The amount of Rs.1,36,875/- of Narata Ram and share of Rs.2,053,15/- of Gian Chand Rs.2,73,750/- share of Ram Rattan out of which Stamp duty on Rs.2,30,206/- has not been affixed as their land has been acquired by the government vide Certificate No.28 dated 02.01.2003 issued by SAO Panchkula.

Buyer Golden Forests (India) Ltd. Manimajra

Buyer Narata Ram & others

Total Area measuring 78 Kanal 12 Marla in Village Billa, Hadbast No.237, Tehsil & Distt. Panchkula of agricultural land. We, Golden Forests (India) Ltd. SCO-834 Manimajra (UT) Chandigarh have authorized Sh. Kehar Singh s/o Sh. Tulsi Ram Village Jhanda, Tehsil Jagadhari, Distt. Yamuna Nagar vide Resolution dated 30.08.2000 of land measuring 78 Kanal 12 Marla in Village Billa Hadbast No.237, Tehsil Panchkula as per jamabandi year-1997-98 are owner and in possession of this land and this land is free from all encumbrances and we have all the ownership rights over this land and now for our requirement we are selling the land in Village Billa Tehsil Panchkula in Khata No.221/226 Khasra No.38/20/1 (5-12),

13/2(7-0), 14(8-0), 15(8-0), 17(8-0), 18(8-0), 19(8-0) measuring 52-12 and Khata No.262/267 in Khasra No.38/9/2(4-14), 12/1(1-0), 11/1(2-8), 20/2(2-8), 22/2/2/2(1-13), 37/16(10-18), 24/1(2-19), measuring 26-0 and hence total area measuring 78 Kanal 12 Marla has sold this land for Rs.14,73,750/- to Narata Ram s/o Pat Ram share 16/173, Ram Rattan s/o Pat Ram share 32/173 and Gian Chand s/o Pat Ram share 24/173 and Raj Kumar, Ajay Kumar both sons of Gian Chand share 24/173 resident of Ramgarh, Tehsil & District Panchkula and Sanjeev Kumar s/o Kehar Singh shares 77/173 resident of H.No.1005, Mohalla Sawanpuri, Jagadhari, Distt. Yamunanagar and have handed over the possession of this land to buyer and have received sum of Rs.14,73,750/- and nothing has remained due before the Sub Registrar Panchkula. All the expenses of the sale deed have been borne by the buyer and if any loss is caused to the buyer due to any defect in the ownership then the seller will be liable to compensate the same and now onwards the seller or legal heirs will have no right whatsoever on the aforesaid land. All the rights will be available with the buyer and the buyer will be entitled to use the land as per his wish and the seller or his heirs will have no objection in the same. All the transfers in the revenue record shall be made in the name of the buyer by the seller or in his absence by the

revenue department and the seller of his legal heirs will have no objection to the same.

This sale deed has been written and the contents of the same has been understood and found to be correct and has been signed.

Place: Kalka

Date: 17/03/2003

Witness No.1 Thumb impression

Seller Sd/-

Witness No.2

Sd/-

Buyer Sd/-

Sd/-

17-03-2003

Register	Village: Billa			No. 237			Tehsil: Panchkula			District:		Work No.		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
4143	221/		Golden	Badastur	38//20/1	5-12		Narata Ram s/o	Badastur	38//20/1	5-12	Sold	100	
Jamabandi	226		Forests		13/2	7-0		Pat Ram s/o		13/2	7-0	vide	/	
1997-98			India Ltd.		14	8-0		Atru 16/173		14	8-0	Regd.		Hem
			Manimajr		15	8-0		share, Ram		15	8-0	Sale		Ram
			a		17	8-0		Rattan s/o pat		17	8-0	Deed		Patwa
			Chandiga		18	8-0		Ram s/o Atru		18	8-0	No.2286		i
			rh		19	8-0		32/173 share		19	8-0	/1 dated		Sd/-

262/267	Golden Forests India Ltd. Manimajra Chandigarh Majkur Shiv Oni s/o O.P. Bholi 787/26	Badastur	Kitey	52-12	and Gian Chand s/o Pat Ram s/o Atru 24/173 share, Raj Kumar, Ajay Kumar sons of Gian Chand s/o Pat Ram share 24/173 R/o Ramgarh, Tehsil & Distt. Panchkula and Sanjeev Kumar s/o Kehar Singh s/o Tulsi Ram	Kitey	52-12	20.03.2003 For consideration amount of Rs.1473.750/-	50/- 150	21-3-2003 Sd/- 28/3/03
			7			7				
			38/9/2	4-14		38/9/2	4-14			
			12/1	1-0		12/1	1-0			
			11/1	2-8		11/1	2-8			
			20/2	2-8		20/2	2-8			
			22/2/22	21-3		22/2/22	21-3			

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
4143- Majkur					37//16	10-18		Sanjeev Kumar s/o Kehar Singh s/o Tulsi Ram 77/173 R/o 1005, Mohall Sawanpuri, Jagadnari Distt. Yamuna Nagar	Badastur	37//16	10-18				
					24/1	2-19				24/1	2-19				
					Kita 7	26-0				Kita 7	26-0				
			Shim Om s/o O.P. Bhola	Sd/- Halka Patwari 12/7/12					Total land 78 K - 12 M						

4144	262/	Golden	Badastur	38//11/2	7-18	Naraia	Badastur	38//11/2	7-18	Sold vide	100	
Jamabandi	267	Forests			Chahi	Ram			Chahi	sale deed		
1997-98		India Ltd.				s/o Pat				no.2285/1		
		Manimajra				Ram				Dtd.		
		Chandigarh				s/o Atru				20.03.2003		
						having				For		Sd/-
						share				Rs.2,20,000/-		28/3/0
						16/173				(Two lacs		
						Ram				twenty		
		Shiv Om				Rattan				thousand		
		s/o O.P.				s/o Pat				only)		
		Bhoia				Ram						
		787/26				s/o Atru						
		Sd/-				having						
		12/7/12				share						
						32/173,						
						Gian						
						Chand						
						s/o Pat						
						Ram						
						having						
						sh. e						

