

**IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION**

**I.A. NO.            /2024**

**IN**

**WRIT PETITION (C) NO. 188 OF 2004**

**IN THE MATTER OF :**

M/s Raiganj Consumer Forum

....Petitioner

**VERSUS**

Union of India & Ors.

....Respondents

**IN THE MATTER OF:**

Tirupati Mining

....Applicant

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**FILED BY:**

*Kheyali*

**(KHEYALI SINGH)**

**Advocate for the Applicant  
Singhania & Co.**

**Chamber No. 119, M.C. Setalwad Chamber,  
Supreme Court of India. New Delhi- 110001**

**Mob: 9891829172**

**Email: kheyali7@gmail.com**

**AOR Code: 3000**

**Date: 27.02.2024**

**Place: New Delhi**

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**IN THE MATTER OF:**

Tirupati Mining

Through Authorised Person

At Rewa Farm-1, MR-11 Nipaniya Road,

Indore, Madhya Pradesh

....Applicant

**AN APPLICATION FOR INTERVENTION**

To,

The Hon'ble Chief Justice of India and his

Companion Judges of this Hon'ble Court.

The Humble Application of the

Applicant above-named:

**MOST RESPECTFULLY SHOWETH:**

1. That the Applicant is a Partnership Firm based in Indore. The Applicant is an interested party in the abovementioned Writ Petition (C) No. 188 of 2004 and

hence, filing the present application, through its authorised representative, seeking indulgence of this Hon'ble Court in the above-mentioned pending matter before this Hon'ble Court. The true copy of the Partnership Deed of the Applicant and the Board Resolution authorising the authorised representative, are produced herewith and marked as **ANNEXURE A-**

**1.** (Pages 11 - 20)

2. The present application has been filed by the Applicant in the abovementioned Writ Petition (C) No. 188 of 2004 seeking intervention as proposed buyer of lands belonging to Golden Forest (I) Limited ("**GFIL**"), situated at Villages Nawda, Tehsil Mhow, Indore, Madhya Pradesh having Khasra Nos. 43, 44/2, 174, 176, 173/1, 193/3, 173/4, 192/2, 192/3, 192/4, 192/5, 194, 263/1, 263/2, 267, 268, 270/1, 270/2, 271/1, 272/1, 274/2, 288/2, 289/2, 293/2, 294, 295/1, 295/2, 296/1, 296/2, 296/3, 296/4, 298, 299, 307/1, 307/2, 307/3, 308/1, 308/2 admeasuring 27.219 hectares and Village Pigdamber, Tehsil Rau, Indore, Madhya Pradesh having Khasra Nos.

469/1palke, 469/2palke, 469/1palke, 469/2palke and 470 admeasuring 0.564 hectares (collectively "**GFIL Nawda and Pigdamber Properties**") to the Applicant at the valuation submitted by the Income Tax Department vide valuation report dated 26.08.2023 ("**Valuation Report**") pursuant to the order dated 24.01.2023 passed by this Hon'ble Court.

3. That this Hon'ble Court vide order dated 19.08.2004 had appointed the committee ("GFIL Committee") to take into its custody all the properties of GFIL. Subsequently, this Hon'ble Court vide order dated 15.10.2008 directed that the properties under the custody of GFIL Committee shall be sold off and the money received shall be used to facilitate the disbursement due to the investors of GFIL.
4. That for carrying out the sale of GFIL properties, this Hon'ble Court directed that the GFIL Committee may sell off the properties through auctions based on valuation made either by the GFIL Committee or by other approved valuers. The sale would then be subject to the confirmation by this Hon'ble Court.

5. That through auction notice(s) dated 24.12.2013, 11.05.2018 etc., attempts have been made from time to time to sell off the GFIL Nawda and Pigdamber Properties, however, the said properties have not found a buyer yet and are still in custody of the GFIL Committee. The true copy of the Auction Notices dated 24.12.2013 and 11.05.2018 are produced herewith and marked as **ANNEXURE A-2 (pages 21 )** and **ANNEXURE A- 3 (pages 22 )** respectively.
6. That in order to facilitate the sale of the properties of GFIL, this Hon'ble Court vide order dated 24.01.2023 directed the GFIL Committee to give the list of all such properties of GFIL, which could be auctioned, to the Income Tax Department for determining proper valuation of such properties. The Income Tax Department was directed by this Hon'ble Court to make valuation of such properties and submit the same to the Committee. The true copy of the order dated 24.01.2023 as passed by this Hon'ble Court in

W.P. (C) No. 188 of 2004 is produced herewith and marked as **ANNEXURE A-4 (pages 23 - 32 )**

7. That it is pertinent to submit that this Hon'ble Court vide same order dated 24.01.2023 placed restrictions on auction of GFIL properties and directed that that no further auction would be conducted, until further orders.
8. That in compliance of the order dated 24.01.2023 of this Hon'ble Court, the Coordination Committee of the Income Tax Department submitted its valuation report dated 26.08.2023 ("**Valuation Report**"). The said Valuation Report was taken on record and directed to be placed on the portal by this Hon'ble Court vide order dated 13.12.2023. The true copy of the order dated 13.12.2023 as passed by this Hon'ble Court in W.P. (C) No. 188 of 2004 is produced herewith and marked as **ANNEXURE A-5 (pages 33 - 37 )**
9. That the valuation details pertaining to the GFIL Nawda and Pigdamber Properties are included in Annexure 8 to the Valuation Report at pages 188-192 (S.No. 101 - 138) and 197-198 (S.No. 186-189). The

true copy of the relevant pages of Annexure 8 to the Valuation Report filed by the Coordination Committee of the Income Tax Department is produced herewith and marked as **ANNEXURE A-6 (pages 38 - 45)**

10. That it is submitted that the Applicant has perused the Valuation Report and is ready and willing to purchase the GFIL Nawda and Pigdamber Properties at the price valued by the Coordination Committee of the Income Tax Department pursuant to the orders of this Hon'ble Court. Hence, the applicant is a necessary and proper party to the pending proceeding.
11. That this application is necessitated as this Hon'ble Court has directed the GFIL Committee to not conduct any further auction/ sale of the properties of GFIL till further orders. Hence, in light of the restrictions placed on the GFIL Committee, the Applicant has approached this Hon'ble Court to by filing the present applicant to intervene and express its interest in purchasing the GFIL Nawda and Pigdamber Properties.
12. That the applicant is a bonafide and genuine buyer and is willing to purchase the above-mentioned GFIL



Nawda and Pigdamber Properties at the valuation submitted before this Hon'ble Court by the Income Tax Department vide the Valuation Report.

13. That it is respectfully submitted that if the present application is allowed, it will be in the interest of the investors of GFIL and will help expedite the disposal of GFIL Nawda and Pigdamber Properties.
14. That it is respectfully submitted that the Applicant is a genuine and bonafide buyer and craves leave of this Hon'ble Court to intervene in the pending proceeding to purchase the GFIL Nawda and Pigdamber Properties at the valuation submitted by the Income Tax Department vide the Valuation Report.
15. That the present applicant is a necessary and proper party to the pending proceeding as pending before this Hon'ble Court.
16. That the present application is bonafide and the applicant will suffer irreparable loss which cannot be compensated in terms of money. Hence, the applicant may be allowed to intervene as a potential buyer of the properties mentioned above.

**PRAYER**

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

- A. Allow the application and permit the applicant to intervene as a potential buyer of the land situated at Village Nawda Tehsil Mhow, Indore, Madhya Pradesh and Village Pigdamber, Tehsil Rau, Indore, Madhya Pradesh admeasuring 27.219 hectares and 0.564 hectares respectively at the value submitted by the Income Tax Department in the Valuation Report dated 26.08.2023 pursuant to the order of this Hon'ble Court; and/or
- B. Pass any other order(s) as this Hon'ble Court deem fit and proper in the interest of justice.

**FILED BY:****(KHEYALI SINGH)****Advocate for the Applicant  
Singhania & Co.****Chamber No. 119, M.C. Setalwad Chamber,  
Supreme Court of India. New Delhi- 110001****Mob: 9891829172****Email: kheyali7@gmail.com****AOR Code: 3000****Date: 27.02.2024****Place: New Delhi**

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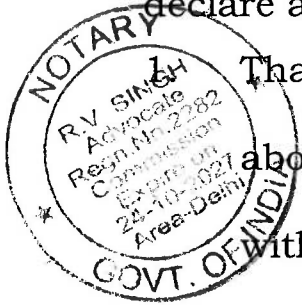
**IN THE MATTER OF:**

Tirupati Mining

....Applicant

**A F F I D A V I T**

I, Rishi Shrivastava S/o Rajeev Shrivastava, Aged about 30 years, Authorised Person, R/o Row House No. 7, Classic Paliwal City, Manishpuri Saket, Indore, Madhya Pradesh-452018, presently at New Delhi do hereby solemnly affirm and declare as under:-



1. That I am the authorized person of the applicant in the above-said Application and as such am fully conversant with the facts and circumstances of the case.

2. That I have gone through and understood the contents of the accompanying Application and state that the statement of facts made therein is true and correct to the

knowledge and available records and believed by me to be true and correct .

*[Signature]*  
**DEPONENT**

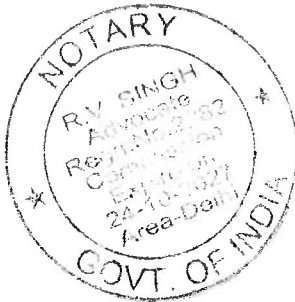
**VERIFICATION:**

The deponent verifies that the contents of the above affidavit are true and correct to the best of my knowledge and that nothing material has been concealed therefrom.

Verified at New Delhi on this 26<sup>th</sup> day of February, 2024.

*[Signature]*  
**DEPONENT**

*Khyali*  
Identity has been established



Solemnly affirmed before me, read over & explained to the deponent.

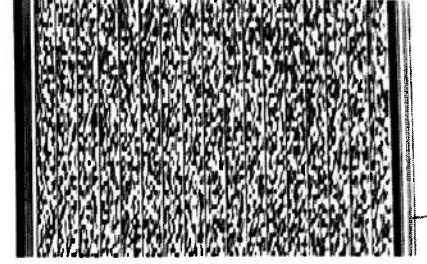
*[Signature]*  
Notary Public. OKLIT

26 FEB 2024



Registration and Stamp Department  
Madhya Pradesh

1.1. ANNEXURE A-1



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01011702092023006765  
Total E-Stamp Amount 10000  
Govt. Stamp Duty (Rs.) 10000 Municipality Duty (Rs.) 0  
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 02/09/2023 16:46:26  
Service Provider or Issuer Details Abhishek Kushwah/SP011743305202200012  
SP/SRO/DRO/HO Details 286 नया, (पुराना नंबर 297), गोविंद नगर खारचा, (भगतसिंह नगर के पास), इन्दौर (म.प्र.) INDORE  
INDORE

Deed Details

Deed Type Partnership  
Deed Instrument where such share of contribution is in excess of Rs. 50,000.- Two percent of the shares contributed, subject to a minimum of rupees two thousand and a maximum of rupees ten thousand. Explanation - where such share of contribution is brought by way of immovable property and cash, clauses (b) and (c) both shall apply.  
Purpose PARTNERSHIP DEED

First Party Details

Organization Name TIRUPATI MINING  
Address PLOT NO. 1 REWA FARM HOUSE, M.R. 11, NIPANTYA, INDORE (M.P.) INDORE  
Madhya Pradesh INDIA  
Number of Persons 1

Second Party Details

Name RISHI SHRIVASTAV S/O D/O W/O C/O RAJEEV SHRIVASTAV  
Address R.H.NO.7 CLASSIC PALIWAL CITY MANISHPURI INDORE INDORE Madhya Pradesh  
INDIA  
Number of Persons 3

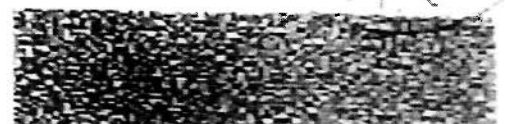
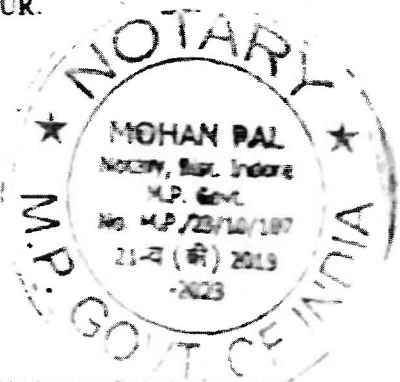
PARTNERSHIP DEED THIS E STAMP PAPER IS PART AND PARCEL OF THE "PARTNERSHIP DEED" EXECUTED FOR M S TIRUPATI MINING, ADD. : PLOT NO. 1 REWA FARM HOUSE, M.R. 11, NIPANTYA, INDORE (M.P.), AND THROUGH PARTNER'S 1. MR. SHRI RISHI SHRIVASTAV S/O RAJEEV SHRIVASTAV, 2. SHRI AKSHAT GOYAL S O KRISHAN KANT GOYAL, 3. MR. SHRI VIRENDRA THAKUR S O JAY SINGH THAKUR.

*Signature*

*Signature*

*Signature*

Digitally signed by  
ABHISHEK KUSHWAH  
Date 2023.09.02 16:46:30  
ST





12

Serial No. 11286/2023  
Date 6 SEP 2023

### PARTNERSHIP DEED

This Indenture of partnership made and entered into this 2<sup>nd</sup> day of September. in the year 2023 by and amongst the following parties:

1 Shri Rishi Shrivastav S/o Rajeev Shrivastav R/O, R.H.NO.7 CLASSIC PALIWAL CITY MANISHPURI INDORE

hereinafter called the party of the First part;

2 Shri Akshat Goyal S/o Krishan Kant Goyal R/O B-56 BASANT VIHAR COLONY VIJAY NAGAR INDORE

hereinafter called the party of the second part;

3. Shri Virendra thakur S/o Jay Singh Thakur R/O 5 PAANDA TEHSIL MHOW DISTT. INDORE

hereinafter called the party of the third part;

All are Indian Inhabitants.

WHEREAS the parties of the first part to third part have decided to carry on the business of Real Estate & Constructions under the name and style of "M/s TIRUPATI MINING" in Indore.

AND WHEREAS the parties hereto desire that the terms & Conditions on which the business of the partnership firm is to be carried on w.e.f. 02.09.2023 and shall be continued in future be reduced in writing, the same are mentioned hereunder:-

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

#### NAME:

That the business of partnership shall be carried on in the name and style "M/s TIRUPATI MINING" or such other name as the partners may decide from time to time.

- 6 SEP 2023

#### COMMENCEMENT:

That the business of the partnership has commenced and shall be deemed to have commenced with effect from 01.09.2023

TIRUPATI MINING

*[Signature]*  
PARTNER

TIRUPATI MINING

*[Signature]*  
PARTNER

TIRUPATI MINING

*[Signature]*  
PARTNER

ATTESTED

MOHAN PAL  
NOTARY, DIST. INDORE  
M.P. GOVT

Attached with E-Stamp Code 01011702092023006765

NATURE OF BUSINESS:

That partnership business shall be that of Mining, Lease and in all type of minerals items business and Real Estate, Purchase of land, Construction and Developers, and any other business activities as may be mutually agreed upon by and amongst the parties hereto from time to time.

That the said partnership firm shall carry on the business to purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and to enter into joint venture agreement with any person to develop the colonies/township/ residential bungalows etc.

To purchase, sell and otherwise to carry on the business such as builders, contractors, architects, engineers and real estate agents.

To erect and construct houses, building, do civil construction work of all types, infrastructure work of all types and to purchase-take on lease, or otherwise, own, construct, effect, alter, develop, decorate, furnish, equip with all infrastructure, pull down, improve, repair, renovate, build, plan, layout, set, transfer, charge, assign, let out, sublet all type of plots, lands, buildings, bungalows, quarters, offices, flats, chawls, warehouses, colonies, godowns, shops, stalls, markets, malls, multiplexes, hotels, restaurants, banquet halls, houses, structures, constructions, tenements, roads, bridges, flyovers, underpasses, railway lines, dams, all kinds of agriculture infrastructure and infrastructure for the wasteland, refineries of all kinds, airports, seaports, telecom infrastructures, powerhouses, mines, lands, estates, immovable properties of all types

However, the firm may carry on any other business or businesses as mutually decided between the partners from time to time and to do all other things which are incidental, ancillary, or conducive to the aforesaid objects.'

TIRUPATI MINING  
*[Signature]*  
PARTNER

TIRUPATI MINING  
*[Signature]*  
PARTNER

TIRUPATI MINING  
*[Signature]*  
PARTNER

TESTED

MOHAN PAL  
TARY, DIST. INDORE  
M.P. GOVT

5 SEP 2023

PLACE OF BUSINESS:

The registered office of the partnership shall be at **PLOT NO. 1 REWA FARM HOUSE M.R. 11 NIPANIYA, Indore (M.P)** and/or at such place or places as may be mutually agreed upon by and between the partners from time to time in writing.

SCOPE OF THE BUSINESS

That the said Partnership firm shall carry Real Estate business and also act as promoters organizers and developers of land estate property shopping office complex, sale purchase of immovable property, construction, modification and all kinds of civil works, buildings, road, various Govt-Semi Govt Civil & Infrastructures projects/contracts, Trading of cement, Iron & Steel, Supply of all Other construction & Infrastructures material, Construction Equipment's & Machineries and any other business as mutually decided by all the partners from time to time and to act as commission agent etc..

CAPITAL:

That the Initial Capital of firm would Rs.150000/- which will be contributed by each partner in their profit sharing ratio and if future capital required in future same will be contributed by all or any of the partner, as mutually agreed and decided by all the partners

INTEREST ON CAPITAL

That each partner shall be entitled to simple interest @12% per annum on the amount standing to credit of his capital / current account (as the case may be), from time to time on products basis. The interest as aforesaid shall be credited to the partners capital / current account at the end of each accounting year and such interest shall be chargeable as an expenditure of the firm and accordingly it shall be charged to profit & loss account of the firm. For reverent period the said interest percentage may be reduce as mutually decided by all the partners.

In case of excess withdrawals by any partners, firm shall be entitled to get on product basis interest @12% per annum on the amount standing to debit of his capital / current account (as the case may be) from time to time. On project basis the said interest percentage may be reduce as mutually decided by all the partners.

WORKING PARTNERS OF FRIM:

That the parties of the first part Shri Rishi Shrivastava, Second part Shri Akshat Goyal, & Third Part Virendra Thakur shall be working partners of the firm and they shall be responsible for overall supervision, administration and management of the firm against which remuneration shall be payable to the working partners of the firm.

**TIRUPATI MINING**

*[Signature]*  
PARTNER

**TIRUPATI MINING**

*[Signature]*  
PARTNER

**TIRUPATI MINING**

*[Signature]*  
PARTNER



15

PROFIT/LOSS SHARING:

The net profit and loss of the partnership business after the payment of all expenses, remuneration to the working partners, interest to the partners and other out goings, including capital losses if any, shall be shared by and between the parties hereto in the following proportion :-

<u>Sr. No.</u>	<u>Name of the Partners</u>	<u>Share in Profit/Loss</u>
(1)	Shri Rishi Shrivastava	33.34%
(2)	Shri Akshat Goyal	33.33%
(3)	Shri Virendra Thakur	33.33%
	Total :	100%

REMUNERATIONS:

The parties hereto agree that ALL the parties are eligible to actively engage in the business of the partnership firm, However it is also agreed amongst the partners that all the above parties (hereinafter referred to as the working partners) shall devote their time and attention and actively engage in business of the firm and will participate in decision making with respect to transactions, day to day administration work of the partnership firm.

The working partners shall be entitled to remuneration from the firm and payment of salary, bonus, commission or remuneration by whatever name called (hereinafter referred to as remuneration) which shall be worked as per provision of Income tax Act, 1961 and the same shall be calculated as under :-

<u>Sr. No.</u>	<u>Book Profit</u>	<u>Rate in Percent</u>
1.	On the first Rs. 3,00,000/- The book profit of the firm or in case of loss	Rs.1, 50,000/- or at the rate of 90% of the book profit whichever is more
2.	On the Balance of book profit of the firm	at the rate of 60%

5 SEP 2023

EXPLANATION:

For the purpose of this clause the expression 'Book Profit' shall mean book profit as explained in section 40(b) of the Income tax Act, 1961 duly amended up to date. Total remuneration as worked out shall be credited and/or paid to the working partners in the following proportion.

TIRUPATI MINING  
*[Signature]*  
PARTNER

TIRUPATI MINING  
*[Signature]*  
PARTNER

TIRUPATI MINING  
*[Signature]*  
PARTNER

Attached with E-Stamp Code 01011702092023006765

<u>Sr. No.</u>	<u>Name of the Working Partners</u>	<u>Share in Remuneration</u>
(1)	Shri Rishi Shrivastava	
(2)	Shri Akshat Goyal	33.34%
(3)	Shri Virendra Thakur	33.33%
		33.33%
	Total :	100%

The Remuneration payable to the working partners can be changed (increased and/or reduced) within allowable limit under Income Tax Act, 1961 as may be mutually agreed upon among the partners.

### PURCHASE AND SALE OF THE PROPERTY

That registry/agreements / allotment letter and any other legal documents to purchase & sale of movable / immovable property would be executed by the signature of all partners

### AUTHORITY TO SIGN

That any of the party of the First Part, Second Part & Third Party referred to hereinabove or either two, is authorized to sign and execute for and on behalf of themselves/ himself/ the partnership firm, any contract, agreement, deed of sale/transfer, any document including legal document and technical papers, affidavits, correspondences, accounts, statements, return of income, other returns, certificates, applications, declarations, appeals, revisions, petitions, power of attorney and related papers under the Income Tax Act, GST Law, or any other applicable laws, rules, regulations under any Central, state, Local Bodies laws relating to Partnership Firm;

### JURISDICTION

That the Jurisdiction of all Civil/Criminal/Local disputed related to this partnership business shall be at Indore (Madhya Pradesh)

- 6 SEP 2023

### RIGHTS OF PARTNER ON ASSETS

That no partner or partners shall have any right to sell, pledge, auction or otherwise to transfer or dispose of his share or interest in this partnership without the written consent of the other partners thereof.

**TIRUPATI MINING**  
**EXPENSES OF FIRM**

**PARTNER**

**TIRUPATI MINING**

**PARTNER**

**TIRUPATI MINING**

**PARTNER**

Attached with E-Stamp Code 01011702092023006765

ATTESTED

MOHAN PAL  
NOTARY, DIST. INDORE  
M.P. CIVIL

That all the expenses and/or outgoing, whatsoever, in respect of the said business, shall be paid and borne out from the gross earnings of the firm.

### LOANS OF THE FIRM

That for financial convenience, the party of the First Part, second part and third part together, or either two, entitled to raise loans from any financial institutions, banks and / or market on prevailing rates of interest on such terms and conditions as may be agreed by and between partners written concern and the lending institution.

### WITHDRAWALS:

In addition to the above, the partners shall be entitled to monthly withdrawals out of their capital accounts or such an amount as may be agreed upon between the partners and such withdrawals by each of the above partners shall be debited to their respective capital accounts.

### BANK ACCOUNTS:

That an account in any Bank/s shall be opened in the firms trade name with any scheduled / Private banks / co-operative bank and bank account shall be operated with all the partners

### ACCOUNTS:

The partnership firm shall maintain regular books of accounts and shall post all the entries which may be required to be posted therein. These books of accounts shall be kept at the place of business of the partnership firm or at such other place or places as the parties hereto may mutually agree upon from time to time. The books of accounts of the partnership firm shall be closed and finalized by 31<sup>st</sup> day of March, of every financial year and balance sheet and profit and loss account of the partnership business shall be prepared accordingly.

### DURATION:

That the partnership commenced from the 02-09-2023 . shall be continued and carried on according to the WILL of the partners. The duration of the Partnership will be "AT WILL".

TIRUPATI MINING

  
PARTNER  
GOODWILL :

TIRUPATI MINING

  
PARTNER

TIRUPATI MINING

  
PARTNER

5 SEP 2023

CHIEF MAN  
-ARY, DIST. INDIA  
GOVT

GOODWILL :

The Goodwill, trade mark, tenancy right, occupancy right etc. of the partnership shall belong to the partners in their profit sharing ratio.

RETIREMENT OF PARTNER:

In case, any partner desires to retire from the partnership, he/they shall give ONE calendar month's notice in writing to the other partners clearly expressing the intention to retire from the partnership. In case of Retirement of any of the partner, the partnership firm shall not be dissolved, and remaining partners may continue the same business of the partnership by admitting any other partner or partners as per their choice. In event of any partner retiring from the partners firm, he shall be paid over the balance standing to his credit on the date of retirement, including the profits determined upon the date of his retirement. As also his share in goodwill of the firm (if any) likewise, he shall forthwith pay the firm any balance standing to the debit of his account, if any as also his share in the loss determined up to the date of retirement. The net amount payable to the retiring partner may be paid or received by installment as may be mutually agreed upon between the continuing partners and the retiring partner. The profits or losses of the partnership firm for the period up to the date of retirement shall be ascertained proportionately on the time basis after arriving at the profit for whole year. The profits or losses of the partnership firm for the period up to the date of retirement and for the subsequent period till closing of accounts, thus arrived at on time basis, shall be apportioned and distributed among the partners in the terms or respective partnership agreement.

DEATH OF PARTNER

The death of the partner or partners shall be deemed that such partners has retired from the partnership and Partnership shall continue between the remaining partners. by taking the Legal representatives of such deceased partner. The amount standing to the credit /debit of the deceased partner or partners shall be transfer to the account of legal representative of the deceased.

PROHIBITION CLAUSE:

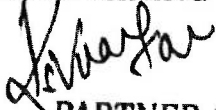
No partner shall without the written consent of the other partners, enter into any bond, or become bail or surety or security of any person or persons or do knowingly cause or do anything where by the partnership property or any partnership assets may be seized, attached or taken in execution, compromise or compound or (except up to payment thereof in full) release or discharge any debts due to the partnership firm. In case of breach of this clause such partner will be solely responsible for all acts and consequences.

EACH PARTNER SHALL:

Be just and faithful to other or others in all transactions relating to the partnership at all time render to the other or others just and faithful account of the same.

- 6 SEP 2023

TIRUPATI MINING



PARTNER Attached with E-Stamp Code 01011702092023006765

TIRUPATI MINING



PARTNER

TIRUPATI MINING



PARTNER

ATTESTED

MOHAN PAL  
NOTARY, DIST. INDORE  
M.B. GWT

**ARBITRATION:**

Any difference or dispute whatsoever which shall either during the partnership or after the termination thereof arise between the partners or their respective representatives touching these presents or the construction or applications thereof or any clause or things herein contained or any accounts, valuations, divisions debts or liabilities to be hereunder or as to at any act, deed or commission of any partner or as to any other matter in any way relating to the duties, liabilities of any partner under these presents shall be referred to arbitrator in case the parties agreed upon one or two such arbitrators one to be appointed by each party to the differences, in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 and statutory modification or revisions or re-enactment thereof for the time being in force as the case may be. The decision or award given by the arbitrator/s shall be binding on all the partners. Meanwhile, the disputed property, books of accounts etc. shall be in the custody of arbitrator/s till decided by him/them and the arbitrator will be responsible to the firm.

**PERSONAL CLAIMS:**

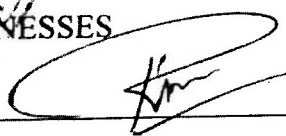
Any Individual and personal claims and debts liability of any taxes, bail, surety, security and other things of any partner or partners with any other person, company or firm or authority shall not at all be binding to this partnership and to the other partners and each partner at all times shall duly and punctually pay and discharge his separate and private debts and engagement whether past, present or future and shall keep the partnership and other partners and their representatives, estate and effects indemnified from all losses, proceedings, costs, claims and damages in respect thereof.

**ALTERATION OR ADDITION OF ANY CLAUSE OF THIS PARTNERSHIP DEED**

Notwithstanding anything stated or provided herein parties hereto shall have full powers and discretion to modify, alter or vary the conditions of this partnership deed in by mutual consent which shall be reduced to writing and thereupon the said writing shall become appendage and part of this partnership deed.

IN WITNESS WHEREOF the parties here to have here up to set and subscribed their respective hand, the day and the year mention here before.

6 SEP 2023

**WITNESSES**1. Name: RISHI KESH VERMAAdd: 85 Padmalaya Colony, Indore2. Name: SUBHASH TIWARIAdd: 101 RAS CITY SUKHLIYA  
INDORE**TIRUPATI MINING**1.   
(RISHI KESH VERMA)  
**PARTNER****TIRUPATI MINING**2.   
(AKSHAT GOYAL)  
**PARTNER****TIRUPATI MINING**3.   
(VIRENDRA THAKUR)  
**PARTNER**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE PARTNERS OF TIRUPATI MINING ("FIRM") HELD ON 26/02/2024 AT ITS OFFICE AT REWA FARM-1, MR-11 NIPANIYA ROAD, INDORE**

---

"RESOLVED THAT the consent of the Partners be and is hereby accorded to authorize Mr. Rishi Shrivastava – Partner, to take all actions, acts, deeds, and things set out hereinafter in relation to filing of legal proceedings for and on behalf of the Firm.


**RESOLVED FURTHER THAT** Mr. Rishi Shrivastava, Partner, be and is hereby appointed as true and lawful representative of the Firm to do all or any of the acts, deeds, things specified hereinafter in connection with the legal proceedings for and on behalf of the Firm in the competent court of law:

- a) To sign, verify, pursue and present execution petition, suits, appeals, revision, applications, petitions, before appropriate forum/court and to give statement (oral/writing) and/or on oath and/or otherwise which may be required to be done by the Firm and to pursue in any manner such execution petition, suits, applications, petition and to take such further steps as may be necessary and required for the purposes.
- b) To move any application, replies, affidavits, etc. in the court, review, revisions, appeal, compromise, accept the payment, withdraw the suit, to admit, or deny any document, to receive and hand over the document, to apply for transfer of case from one court to another, on behalf of the executant in the said cases. He is further authorised to file any application/pleadings, filing of which may become necessary at the subsequent stage for effectively pursuing the case.
- c) To engage, appoint, change, remove any lawyer, advocate, law firm(s), vakil, pleader, or attorney as he thinks proper and necessary in the case.
- d) To adduce evidence, give statement and enter into compromise with the opposite party in the best interests of the Firm.
- e) To inspect the judicial file and take notes and apply and receive certified copy thereof.
- f) To accept service of any summon, notice relating to the said matters, to accompany the process server/bailiff for affecting the service of the notice/summons upon the opposite part and to execute the order/judgement/decreed/award of any Court, Arbitrator, Tribunal, Forum against the opposite parties on behalf of the Firm.
- g) To do all such acts, deeds and things which are not specifically mentioned hereinabove but may become necessary at the subsequent stage for the effective disposal of the cases.

**RESOLVED FURTHER THAT** any of the Partners of the Firm be and is hereby authorized to give copies of this resolution, certified as true copy to the concerned authority, person or entity."

For and on behalf of Tirupati Mining

TIRUPATI MINING



[Rishi Shrivastava] PARTNER

TIRUPATI MINING



[Akshat] PARTNER

TIRUPATI MINING



[Virendra Thakur] PARTNER

Khyali

// TRUE COPY //





# SUPREME COURT OF INDIA

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

## AUCTION NOTICE

M/s RAIGANJ CONSUMER FORUM

Versus

Petitioner (s)

UNION OF INDIA & ORS.

Respondent (s) Hon'ble Supreme Court of India has

vide order dated 09.05.2018 invited fresh bids. Relevant part of the order dated 09.05.2018 is as follows.

### ORDER

"Post these matters on 17th May, 2018.

We make it clear that anybody who is interested in participating in the auction in respect of the properties, particulars of which are available on the website of the Committee, shall be present in Court on that day and deposit or furnish bank guarantee for Rs. 722,00,00,000/- (Rupees Seven Hundred and Twenty Two Crores) with the Registry on or before 4 p.m. on 16th May, 2018.

We further make it clear that in case anybody is interested in gathering any more information, they are free to approach the Committee regarding the same. The auction will be conducted on 'as is where is basis' condition. It is also made clear that auction will be on the principle of caveat emptor, meaning thereby that whatever be the deficiencies in the title and whatever be the litigation in respect of the properties, all that the buyers will have to take care of. It is also made clear that this will include the disputes on surplus land as well."

General public is notified that the details of properties owned by Golden Forests (India) Limited and its subsidiary/ associate companies are as follows:

#### PART - A

#### Properties Available for Sale

Sr. No.	Land/Building	Location	Approx.Area	Collector Rate	Collector's Value of property/ Land
1	Farmland	Village Jaswantgarh, Panchkula Haryana	70 Acre	50 Lacs per acre	35.00 Crore
2	Hotel & Tourist resort	Village Billa Panchkula Haryana	432 Kanal(54 Acre)	47.25 Lacs per acre	25.51 Crore
3	SCO	Jind, Haryana	151.412 Yard	55000 per yard	0.83 Crore
4	Agricultural land	Village Jaswantgarh, Haryana	72.31 Acre	50.00 lacs per acre	36.15 Crore
5	Agricultural land	Village Billa, Haryana	51.37 Acre	47.25 lacs per acre	24.27 Crore
6	Agricultural land	Village Bunga, Haryana	5.78 Acre	17.00 lacs per acre	0.98 Crore
7	Agricultural land	Village Kot, Haryana	5.07 Acre	55.00 lacs per acre	0.28 Crore
8	Agricultural land	Village Parasoli, Gurgaon	73 K - 15.66 M(9.22 Acre)	5533500 Per Acre	5.07 Crore
9	Agricultural land	Village Bhokrakha, Gurgaon	46 K - 15 M(5.84 Acre)	5593000 Per Acre	3.26 Crore
10	Agricultural land	Village Bhorakhard, Gurgaon	1221 K - 2.5 M(152.64 Acre)	5593000 Per Acre	85.37 Crore
11	Agricultural land	Village Sidhrawali, Gurgaon	57 K - 6 M(7.162 Acre)	7008250 Per Acre	5.02 Crore
12	Agricultural land	Village Panda, Indore	57.830 hectare	12500000 per Hecter	72.29 Crore
13	Agricultural land	Village Nawda, Indore	27.219 hectare	60,00,000 per Hecter	16.33 Crore
14	Agricultural land	Village Raau, Indore	15.703 hectare	30000000 per hecter	47.10 Crore

#### PART - B Properties/lands under litigation before Court/Committee

Sr. No.	Land/Building	Location	Approx.Area	Collector Rate	Collector's Value of property/ Land
1	16 Shops, Hotel block, 2 Cinema Hall, Main House	Mall Road, Mussoorie	3801 Sq. Mts	33500/- Sq. Mts	12.75 Crore
2	Luxmi Bhawan & Cottage	Kurli, Mussoorie	2858 Sq. Mtrs	33500/- Sq. Mts	9.57 Crore
3	Flat	Vasant Kunj, Delhi	1250 Sq. Ft (116.129 Sq. Mtr)	774000/- Sq. Mtr	8.98 Crore
4	SCO	Ambala Cantt	2369 Sq. Ft (265.77 yard)	23000/- yard	0.61 Crore
5	Two Plots	Lajpat Nagar, Delhi	703.3 Sq. Mts.	159840/- Sq. Mtr	11.24 Crore
6	Plot No. 265/H	NTPC, Ramagundam, Karimnagar	847 Sq. Yards	7500/- per Sq. Yds	0.63 Crore
7	Agricultural Land	Village Kotra, District Kailash	88 Kanal (11 Acre)	15.00 Lac Per acre	1.65 Crore
8	Agricultural Land	Village Peer Muchala, Distt. SAS Nagar	4 Acre	15640000/- per acre	6.26 Crore

#### PART - C Surplus Land declared by the State of Punjab and Uttarakhand

Sr. No.	Land/Building	Location	Approx.Area	Collector Rate	Collector's Value of property/ Land
1	Surplus Land	Uttarakhand per Dr. Namavati Report	1355.56 Sq. Mts	@ Rs. 20 Lacs per acre (assumption)	271.11 Crore
2	Surplus Land (less built up properties mention at Sr. No. 3 to 10 below)	Punjab (As per Dr. Namavati Report)	4169.86 Acre	@ Rs. 20 Lacs per acre (assumption)	833.97 Crore
3	Farmland & Building (builtup)	Village Jharmari, Punjab	36 Killa	60 Lacs	21.60 Crore
4	Central Office Building (Builtup)	Village Jharmari, Punjab	32 Killa	60 Lacs	19.20 Crore
5	Hotel (builtup)	Village Jharmari, Punjab	16 Killa	60 Lacs	9.60 Crore
6	10 Residential & 2 office building	Village Jharmari, Punjab	25 Killa	16 Lacs	4.00 Crore
7	Farmland (part of builtup area)	Village Jharmari, Punjab	58 Killa	60 Lacs	34.80 Crore
8	Farmland (part of builtup area)	Village Jharmari, Punjab	9 Killa	60 Lacs	5.40 Crore
9	Farmland (part of builtup area)	Village Jharmari, Punjab	77 Killa	60 Lacs	46.20 Crore
10	Agricultural Land (part of builtup area)	Village Peer Muchala	37.11 Killa	1.56 Crore	57.90 Crore

#### PART - D Properties/Lands to be identified (As per Dr. Namavati Report)

Sr. No.	Land/Building	Location	Approx.Area	Collector Rate	Collector's Value of property/ Land
1	Lands in Various States		1840 Acre (approx.)	@ Rs. 20 Lacs per acre (assumption)	368 Crore

By order of Supreme Court of India

Committee-Golden Forests (India) Limited, VPO Jharmari, Via Lalru, Ambala-Chandigarh National Highway-22, Tehsil Dera Bassi, District Mohali, PH.: 0171-2777155, 0172-2695065,

11.05.2018

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

Advertisement is being published on 12.5.2018 in Indian Express All India Edt (National), Hindustan Times All India Edt (National) Economic Times All India Edt (National) and Dainik Bhaskar All India Edt (National)

ANNEXURE A-3

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Khyab  
11 TRUE COPY 11



ITEM NO.11

COURT NO.8

SECTION X

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

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

M/S. RAIGANJ CONSUMER FORUM

Petitioner(s)

VERSUS

UNION OF INDIA . &amp; ORS.

Respondent(s)

IA No. 33106/2019 - APPLICATION FOR PERMISSION  
 IA No. 130757/2020 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 75903/2022 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 94012/2020 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 58091/2021 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 62733/2019 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 132630/2021 - CLARIFICATION/DIRECTION  
 IA No. 45905/2019 - CLARIFICATION/DIRECTION  
 IA No. 132614/2021 - CLARIFICATION/DIRECTION  
 IA No. 110706/2021 - CLARIFICATION/DIRECTION  
 IA No. 77270/2021 - CLARIFICATION/DIRECTION  
 IA No. 132665/2021 - CLARIFICATION/DIRECTION  
 IA No. 132657/2021 - CLARIFICATION/DIRECTION  
 IA No. 132644/2021 - CLARIFICATION/DIRECTION  
 IA No. 132638/2021 - CLARIFICATION/DIRECTION  
 IA No. 75905/2022 - EXEMPTION FROM FILING O.T.  
 IA No. 62731/2019 - INTERVENTION APPLICATION  
 IA No. 84589/2022 - INTERVENTION APPLICATION  
 IA No. 110701/2021 - INTERVENTION APPLICATION  
 IA No. 130756/2020 - INTERVENTION APPLICATION  
 IA No. 94002/2020 - INTERVENTION APPLICATION  
 IA No. 58090/2021 - INTERVENTION APPLICATION  
 IA No. 32653/2021 - INTERVENTION APPLICATION  
 IA No. 27236/2021 - INTERVENTION/IMPLEADMENT  
 IA No. 131614/2020 - MODIFICATION OF COURT ORDER  
 IA No. 130807/2020 - WITHDRAWAL OF CASE / APPLICATION)

WITH

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

(IA No. 80258/2020 - APPLICATION FOR PERMISSION  
 IA No. 80260/2020 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 62749/2022 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 79102/2020 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 147187/2021 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 42747/2021 - APPROPRIATE ORDERS/DIRECTIONS  
 IA No. 80264/2020 - EXEMPTION FROM FILING AFFIDAVIT  
 IA No. 147188/2021 - EXEMPTION FROM FILING O.T.  
 IA No. 147185/2021 - EXEMPTION FROM FILING O.T.  
 IA No. 147184/2021 - INTERVENTION APPLICATION)

Signature Not Verified  
 Digital Signature  
 Date: 2023.01.27  
 17:37:44 IST  
 Reason:

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

CONMT.PET.(C) No. 701/2021 in T.C.(C) No. 2/2004 (XVI-A)  
(FOR ADMISSION and IA No.35282/2021-EXEMPTION FROM FILING O.T.  
IA No. 35282/2021 - EXEMPTION FROM FILING O.T.)

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

Date : 24-01-2023 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.R. GAVAI  
HON'BLE MR. JUSTICE VIKRAM NATH

For Petitioner(s)

Mr. Bhargava V. Desai, AOR  
Mr. Rahul Gupta, Adv.  
Mr. Siddhartha Chowdhury, Adv.  
Mr. Utkarsh Vats, Adv.  
Mr. Deepanshu, Adv.

Mr. Pankaj Kumar Mishra, AOR

Ms. Surichi Aggarwal, Sr. Adv.  
Mr. Viraj Kadam, Adv.  
Mr. Prashant Chauhan, Adv.  
Mr. Ajay Kumar, Adv.  
Mr. Soumya Dutta, AOR

Mr. Ranjan Mukherjee, AOR

For Respondent(s)

Mr. Shailendra Bhardwaj, AOR  
Ms. Minakshi Vij, AOR  
Mr. Yash Pal Dhingra, AOR  
Mr. Pankaj Kumar Mishra, AOR  
Mr. Ranjan Mukherjee, AOR  
Mr. Shubham Bhalla, AOR  
Mr. Somnath Mukherjee, AOR  
Ms. Ranjeeta Rohatgi, AOR  
Mr. Surya Kant, AOR

Ms. Madhvi Divan, ASG  
Ms. Sunita Sharma, Adv.  
Ms. Shridha Mehra, Adv.  
Mr. Ayush Puri, Adv.  
Mr. A.K. Sharma, AOR

Mr. Harpal Singh Saini, Adv.

Mr. M. C. Dhingra, AOR  
Mr. Gaurav Dhingra, Adv.  
Mr. Arvind Kumar Gandhi, Adv.  
Mr. Vikrant Yadav, Adv.  
Ms. Madhvi Yadav, Adv.

Mr. R. Gopalakrishnan, AOR

Mr. Varsha Singh Chaudhary, Adv.  
Mr. Hitesh Kumar Sharma, Adv.  
Mr. S.K. Rajora, Adv.  
Mr. Akhileshwar Jha, Adv.  
Ms. Niharika Dewivedi, Adv.  
Ms. Shweta Sand, Adv.  
Mr. Narendra Pal Sharma, Adv.  
Mr. Ravish Kumar Goyal, Adv.  
Mr. Ravish Kumar Goyal, Adv.  
Mr. Nitin Sharma, Adv.

Mr. Kusum Chaudhary, AOR  
M/S. Ap & J Chambers, AOR  
Ms. Chitra Markandaya, AOR  
Ms. Shalu Sharma, AOR  
Mr. B. K. Pal, AOR  
Mr. S. Ravi Shankar, AOR  
Mr. Arun K. Sinha, AOR  
Mr. Alok Gupta, AOR  
Mr. A. P. Mohanty, AOR  
Mr. Rameshwar Prasad Goyal, AOR

Mr. Siddharth, AOR  
Ms. Ishita Farsaiya, Adv.  
Mr. Kartik Jasra, Adv.

Mr. Ashwani Kumar, AOR

M/S. K J John And Co, AOR  
Mr. Pratap Venugopal, Adv.  
Ms. Surekha Raman, Adv.  
Mr. Akhil Abraham Roy, Adv.

Mr. Abhijit Sengupta, AOR

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

Mr. Ajay Pal, AOR  
 Mr. Mayank Dahiya, Adv.  
 Ms. Sugandh Rathor, Adv.  
 Ms. Aashna Gill, Adv.

Mr. K. S. Rana, AOR

Mr. Ashok Kumar Singh, AOR  
 Mr. shantwanu Singh, Adv.  
 Ms. Pragya Singh, Adv.  
 Ms. Akshay Singh, Adv.  
 Mr. Sunny Singh, Adv.  
 Mr. Soumya Dutta, AOR

Mr. Rakesh Dwivedi, Sr. Adv.  
 Mr. Ashok Parija, AG Odisha  
 Mrs. Kirti R. Mishra, Adv.  
 Mr. Dhanjaya Mishra, Adv.  
 Mr. Navneet Dogra, Adv.  
 Mrs. Apurva Upmayee, Adv.

Mr. Rana Sandeep Bussa, Adv.  
 Dr. Wolf Chandra Paul Bussa, Adv.  
 Dr. Annie John, Adv.  
 Mr. Shashibhushan P. Adgaonkar, AOR

Mr. Omkar Jayant Deshpande, Adv.  
 Mrs. Pradnya S Adgaonkar, Adv.

Mr. Jagjit Singh Chhabra, AOR  
 Mr. Mohit D. Ram, AOR  
 Ms. Ranjeeta Rohatgi, AOR

Mr. Jatinder Kumar Sethi, Dy. A.G.  
 Mr. Ashutosh Kumar Sharma, Adv.  
 Mr. Himanshu Sethi, Adv.  
 Mr. Jatinder Kumar Bhatia, AOR

Mr. Subhasish Bhowmick, AOR

Mrs. Tanuj Bagga Sharma, AOR  
 Dr. M.k Ravi, Adv.  
 Ms. Alka Goyal, Adv.

M/S. Lawyer S Knit & Co, AOR

Dr. Surender Singh Hooda, AOR  
 Mr. Narender Hooda, Sr. Adv.  
 Mr. Shaurya Lamba, Adv.  
 Ms. Bano Deswal, Adv.  
 Mr. Sunil Kumar Srivastva, Adv.  
 Mr. Aditya Mishra, Adv.

Mr. Aditya Hooda, Adv.

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

Mr. Siddharth, AOR  
Ms. Ishita Farsaiya, Adv.  
Mr. Kartik Jasra, Adv.

Mr. V. Giri, Sr. Adv.  
Mr. Ravi Raghunath, Adv.  
Mr. Siddhant Buxy, Adv.  
Ms. Ankita Gupta, Adv.  
Mr. Sanyat Lodha, AOR

Mr. A Nandkarni, Sr. Adv.  
Mr. Aman Vachher, Adv.  
Mrs. Anshu Vachher, Adv.  
Mr. Abhishek Chauhan, Adv.  
Mr. Jyotishman Kar, Adv.  
Mr. Amit Kumar, Adv.  
Mr. P. N. Puri, AOR

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

1. There are various concerns shown by the various parties.
2. Shri Jatinder Kumar Sethi, learned Deputy A.G. appearing on behalf of the State of Uttarakhand submits that large pieces of land are surplus under the relevant agricultural land ceiling legislation of the State of Uttarkhand and thus, all these surplus lands are entitled to be vested in the State of Uttarakhand. However, on account of the statement made before this Court, which is recorded in the order dated 14.01.2020, the State of Uttarkhand is not in a position to pass orders in this respect though the proceedings are complete.

3. Mr. Harpal Singh Saini, learned counsel appearing on behalf of some of the allottees in I.A. Nos. 145179 of 2019 and 145178 of 2018 submits that such orders related to the land being surplus, could not be passed.

4. Mr. Maninder Singh, learned senior counsel appearing on behalf of the applicant in I.A. Nos. 56711 and 177449 of 2022 submits that insofar as his clients are concerned, their claims were already found to be justified by the Committee by an order dated 07.03.2022 and the Committee has already filed an application for ratification of the said decision of the Committee. We will consider these applications on the next date.

5. Mr. Jagjit Singh Chhabra, learned counsel appearing on behalf of the applicant in I.A Nos. 147184 and 147187 of 2022 submits that the applicants are *bona fide* purchasers of land from the Company and, therefore, they cannot be evicted.

6. Ms. Surichi Aggarwal, learned senior counsel appearing on behalf of the Committee submitted that insofar as the category of persons represented by Mr. Jagjit Singh Chhabra are concerned, the warrant of possession was issued but in furtherance of the observations made by this Court, no further steps have been taken.

7. She, however, submits that the claims of such persons have been already rejected by the Committee. Insofar as the

clients of Mr. Maninder Singh are concerned, she submits that the claim of such persons has been accepted by the Committee.

8. We find that it is not in dispute that the company owns huge pieces of land throughout the Country.

9. Indisputably, with regard to the certain pieces of land, there are competing claims and litigation pending.

10. We find that monitoring the auction of each and every property separately would be a herculean task. It will be difficult for the Committee to monitor such independent auctions. Equally, it will be difficult for us to review such decisions.

11. Prima facie, we are of the view that it will be in the interest of everyone that best price is received for the entire properties owned by the Company and in the least complicated manner.

12. We, therefore, find that it will be appropriate that the Committee gives a list of all such properties which could be auctioned to the Income Tax Department within a period of four weeks from today.

13. The Income Tax Authorities would make a valuation of such properties and submit the same to the Committee within a period of eight weeks which would thereafter be submitted to this Court.

14. We, *prima facie*, find that what is of paramount

importance is getting the best price in the least complicated manner, so that interest of the investors is safeguarded.

15. We further find it appropriate that if a composite auction of all the properties with the liabilities and encumbrances thereon is conducted, then the rigour of holding independent auctions will be avoided and, at the same time, it will fetch the best price.

16. We further find that the Committee, rather than being entrusted with the functions of supervising the auctions, should devote itself for distribution of the proceeds thereof to the investors.

17. Though, Shri V.Giri, learned senior counsel appearing for the applicant in I.A. No. 110706 and 110701 of 2021 has serious objection to this and urges for independent auction of each of the properties, we will consider the said objection while passing the final orders.

18. Insofar as the properties of which the auction is already completed by the Income Tax Authorities, the Income Tax Authorities are directed to take them to their logical end.

19. Needless to state that no further auction would be conducted, until further orders.

20. We request Mr. Sanjay Jain, learned Additional Solicitor General, who appears on behalf of the Union of India, to inform about the direction in para 13 to the concerned income



tax authorities.

21. Ms. Surichi Aggarwal also submitted that the disbursement of the amount to the investor has been done through an agency, namely, M/s. Karvy Fintech Private Limited. It is, however, reported at the bar that the said company is now in trouble and proceedings by the Enforcement Directorate have been initiated against its Directors.

22. We, therefore, find that it will be appropriate for the Committee to identify some other agency through whom the disbursement of further amount can be done.

23. Shri Narender Hooda, learned senior counsel appearing on behalf of the investors in I.A. Nos. 176824 and 188455 of 2022 submits that after the attachment by Income Tax Department, the Committee has received an amount of Rs. 700 Crores. However, vide order date 05.09.2018, the Income Tax Department has been stayed from making any further attachments.

24. Shri Hooda submits that, in compliance of the order dated 30.07.2018 directing distribution of 70% of the principal amount invested by the investor, out of the said Rs. 700 Crores, Rs. 463 Crores has been paid to 9,59,388 claimants. He further submits that there is an amount of Rs. 253 Crores still available with the Committee to be paid to the claimants. He submits that said amount of Rs. 253 Crores can be disbursed to the 9,59,388 claimants in settlement of the

remaining 30% of their invested principal amount and the same arrangement would be require an amount of Rs. 220 Crores approximately.

25. Since we have observed that a new agency for disbursement of amount is to be identified, we will consider passing of an order in this regard on the next date.

26. Shri Narendra Hooda, learned senior counsel also submits that while conducting the auction, the Earnest Money Deposit (EMD) that is required to be paid is a meagre amount of Rs. 2,00,000/- which gives scope for cartel bargaining. We, *prima facie*, find that the submission is well merited.

27. We are, *prima facie*, of the view that, at least, 10 per cent of the upset price should be directed to be deposited as the EMD for participating in the auction.

28. List I.A. Nos. 141055, 141059, 167937, 87335, 167941 of 2018 and 80958, 143211 of 2021 in T.C.(C.) No. 2 of 2004, I.A. Nos. 75467 of 2020 in W.P.(C) No.188 of 2004 and C.A. No. 3134-37 of 2017 on 07.02.2023.

29. List the main matter on 25.04.2023.

(DEEPAK SINGH)  
COURT MASTER

(ANJU KAPOOR)  
COURT MASTER (NSH)

*Khyali.*  
// TRUE COPY //

ITEM NO.13

COURT NO.4

SECTION X

SUPREME COURT OF INDIA  
RECORD OF PROCEEDINGS

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

M/S. RAIGANJ CONSUMER FORUM

Petitioner(s)

VERSUS

UNION OF INDIA . &amp; ORS.

Respondent(s)

(I.A. Nos. 202667/2023, 202756/2023, 202743/2023 and 212823/2023 )

WITH

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

(IA 127435/2023 AND I.A. NO. 56711/2022 IN T.C.(C) No. 2/2004)

Date : 13-12-2023 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.R. GAVAI

HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA

For Petitioner(s)

Mr. Bhargava V. Desai, AOR  
Mr. Deepanshu, Adv.  
Ms. Devina Bhandari, Adv.  
Mr. Shivam Sharma, Adv.Mr. Ranjan Mukherjee, AOR  
Mr. Santanu Bhowmick, Adv.

For Respondent(s)

Mr. Ravindra Shrivastava, Sr. Adv.  
Mr. Arjung Garg, AOR  
Mr. Akash Nandolia, Adv.  
Ms. Sagun Srivastava, Adv.  
Ms. Sukriti Chouhan, Adv.Mr. Shailendra Bhardwaj, AOR  
Mr. Abhijit Sengupta, AOR  
Mr. K. S. Rana, AORMr. R. Anand Padmnanabhan, Adv.  
Ms. Ruchi Arya, Adv.  
Mr. R. Sharath, Adv.

Mr. Ashok Kumar Singh, AOR

Mr. Shantwanu Singh, Adv.  
 Ms. Pragya Singh, Adv.  
 Mr. Akshay Singh, Adv.

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

Mr. Ranjan Mukherjee, AOR  
 Mr. Santanu Bhowmick, Adv.

Mr. Shubham Bhalla, AOR  
 Mr. Somnath Mukherjee, AOR  
 Ms. Ranjeeta Rohatgi, AOR

Mrs. Aishwarya Bhati, A.S.G.  
 Mr. Arijit Prasad, Sr. Adv.  
 Mr. Raj Bahadur Yadav, AOR  
 Mr. Shashank Bajpai, Adv.  
 Ms. Swarupma Chaturvedi, Adv.  
 Mr. Padmesh Mishra, Adv.  
 Mr. Prashant Singh Ii, Adv.  
 Mr. Raghav Sharma, Adv.  
 Mr. R R Rajesh, Adv.  
 Mr. Sanjay Maurya, Adv.  
 Mr. Indarjit Prasad, Adv.

Mr. Surya Kant, AOR

Mr. M. C. Dhingra, AOR  
 Mr. Harpal Singh Saini, Adv.  
 Mr. Gaurav Dhingra, Adv.  
 Ms. Niharika Dubey, Adv.  
 Mr. Vikrant Yadav, Adv.  
 Ms. Madhvi Yadav, Adv.

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

Mr. Alok Gupta, AOR

Mr. Rameshwar Prasad Goyal, AOR  
 Mr. Ashwani Kumar, AOR  
 M/S. K J John And Co, AOR

Ms. Vandana Sehgal, AOR

Mr. Mr. Mohit Yadav, Adv.

Ms. Suruchii Aggarwal, Sr. Adv.  
 Mr. Prashant Chauhan, Adv.  
 Mr. Viraj Kadam, Adv.  
 Mr. Gurmeet Singh, Adv.  
 Mr. Soumya Dutta, AOR

Mr. Mohit D. Ram, AOR

Dr. Surender Singh Hooda, AOR  
 Mr. Fantreshwar Jha, Adv.  
 Mr. Shaurya Lamba, Adv.  
 Ms. Sukhmani S, Adv.

Mr. Ajay Pal, AOR

Mr. Jayant K Sud, Sr. Adv.  
 Ms. Ishita Farsaiya, Adv.  
 Mr. Kartik Jasra, Adv.  
 Mr. Pranit Stefano, Adv.  
 Mr. Shivam Nagpal, Adv.  
 Mr. Pursoth Kanan, Adv.  
 Mr. Siddharth, AOR  
 Mr. Anshul Saxena, Adv.

Mr. Chand Qureshi, AOR  
 Mr. Rahul Mohod, Adv.  
 Mr. Sanjay Gyan, Adv.  
 Mr. Chandan Kumar Mandal, Adv.  
 Mr. Rama Kant Sharma, Adv.  
 Mr. Md.sadath Hu, Adv.  
 Dr. Ram Kishore Chaudhary, Adv.  
 Mr. Vijay Kumar, Adv.  
 Mr. Kafeel Ahmad, Adv.  
 Mr. Surendra Ramgopal Agarwal, Adv.

Mr. A.N. S. Nadkarni, Sr. Adv.  
 Mr. Aman Vachher, Adv.  
 Mr. Dhiraj, Adv.  
 Mr. Ashutosh Dubey, Adv.  
 Mr. Prashant Jain, Adv.  
 Mr. Amit Kumar, Adv.  
 Mr. P. N. Puri, AOR

Mr. Aditya Soni, AOR  
 Mr. Jagjit Singh Chhabra, AOR  
 Mr. Ronak Karanpuria, AOR

Mr. S. Udaya Kumar Sagar, Adv.  
 Ms. Bina Madhavan, Adv.

Mr. Gurminder Singh, Sr. Adv.  
 Mr. Guarav Dhama, AAG  
 Mr. Karan Sharma, AOR  
 Mr. Rishabh Sharma, Adv.  
 Mr. Malvika Raghavan, Adv.  
 M/S. Lawyer S Knit & Co, AOR

Mr. Sanyat Lodha, AOR

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

Ms. Ranjeeta Rohatgi, AOR

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

Mr. Subhasish Bhowmick, AOR

Mrs. Tanuj Bagga Sharma, AOR  
 Dr. Praveen Hans, Adv.  
 Dr. M.k Ravi, Adv.  
 Mr. Denson Joseph, Adv.

Mr. Raavi Yogesh Venkata, AOR  
 Mr. Devendra Singh, AOR

Mr. Kedar Nath Tripathy, AOR  
 Mr. Raghunath Pathak, Adv.

Mr. Govind Narayan, Adv.  
 Mr. V. Sushant, Adv.  
 Ms. Geetanjali, Adv.  
 Mr. N.K. Verma, AOR

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

I.A. Nos. 202667/2023, 202756/2023, 202743/2023 and 212823/2023 in W.P.(C) No. 188/2004 and IA 127435/2023 & I.A. No. 56711/2022 in T.C.(C) No. 2/2004

1. The Valuation Report filed by the Income Tax Authorities as well as all the applications be placed on the portal by the Committee.

2. Mr. A.N.S. Nadkarni, learned senior counsel appearing for the

Hawk Capital Builder seeks time to file reply affidavit.

3. All the parties, who wish to file reply affidavit, may file the same within four weeks from today.

4. List these applications/matters on 24.01.2024.

(DEEPAK SINGH)  
COURT MASTER (SH)

(ANJU KAPOOR)  
COURT MASTER (NSH)

*Khyal*  
// TRUE COPY //



Government of India  
(Ministry of Finance)  
Department of Revenue

Office of the Pr. Chief Commissioner of Income-Tax,  
Ground Floor, Aayakar Bhawan, 48, Arera Hills, Bhopal - 462011.

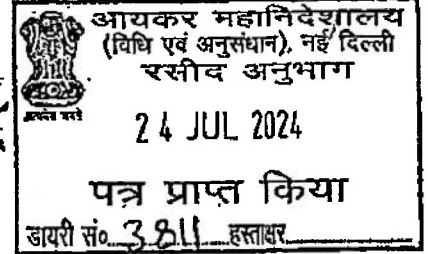
38  
संश्लिष्ट पत्र सं. 768 दिनांक 24.07.23  
अपर आयकर महानिदेशक (विधि एवं अनुसंधान)-I  
अपर आयकर महानिदेशक (विधि एवं अनुसंधान)-II  
अपर आयकर महानिदेशक/ओ.एस.डी./एन.जे.आर.एस.  
अपर आयकर महानिदेशक (लेखा एवं निरीक्षण)-I  
**ANNEXURE A-6**  
प्रधान आयकर महानिदेशक  
(विधि एवं अनुसंधान), नई दिल्ली

F.No.: Pr.CCIT/BPL/Tech./Raiganj/2023-24

Dated: 18.07.2023

To

The Director General of Income Tax (L&R)  
Drum Shaped Building  
IP Estate  
New Delhi, 110002



Sir,

Sub: Valuation of properties in Light of Hon'ble Supreme Court directions vide order dated 24.01.2023 in matter of M/s Raiganj Consumer Forum vs UOI & Ors WP No. 188/2004 - Regarding.

Ref: This officer letter of even F.No. Pr.CCIT/BPL/Tech./Raiganj/2023-24 dtd. 12.07.2023

Kindly refer to the above subject.

2. In this regard, I am directed to enclose herewith copy of the letter Pr. CIT-1/Val./2023-24 dtd. 14.07.2023 from the Pr. CIT-1, Indore along with the consolidated valuation details in excel sheet in the desired format for further necessary action at your end.

3. I am further directed to say that the Report of the Local Committee for Valuation constituted for MP&CG and the valuation report of the DVO, Bhopal in the prescribed format was already sent to the CIT (A&J), CBDT, New Delhi vide this office letter F.No. Pr. CCIT/ MP&CG/ Tech/ Raiganj/ 2023-24 dtd. 26.06.2023.

Yours faithfully,

Encl.: As above

(A. K. Chakraverty)

Income tax Officer (Tech.)

For Pr. Chief Commissioner of Income Tax

(MP&CG), Bhopal

Copy to:

1. The Under Secretary (A& PAC-1), CBDT, New Delhi for kind information.

Income tax Officer (Tech.)

For Pr. Chief Commissioner of Income tax,

(MP & CG), Bhopal

अग्रसित पत्र

Dispatched Letter

दिनांक

Date

24-7-23

अपर आयकर महानिदेशक  
Add. Director General of Income Tax  
(विधि एवं अनुसंधान), नई दिल्ली



98	Pr. CCIT(MP&C G), Bhopal	448	70	Village- Panda, Tehsil Rau Khasra No.315/1 Rakba 1.1740 hect	1,45,57,600/- @ 1.24 Cr. per hect		ITO-5(1), Indore
99	Pr. CCIT(MP&C G), Bhopal	448	71	Village- Panda, Tehsil Rau Khasra No.315/2 Rakba 1.174 hect	1,45,57,600/- @ 1.24 Cr. per hect		ITO-5(1), Indore
100	Pr. CCIT(MP&C G), Bhopal	448	72	Village- Panda, Tehsil Rau Khasra No.316/1 Rakba 0.1221 hect	15,00,400/- @ 1.24 Cr. per hect		ITO-5(1), Indore
101	Pr. CCIT(MP&C G), Bhopal	450	1	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 43 Rakba 2.02 hect	1,01,80,800/- @ 50.40 lacs per hect		ITO-5(1), Indore
102	Pr. CCIT(MP&C G), Bhopal	450	2	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 44/2 Rakba 1.246 hect	62,79,840/- @ 50.40 lacs per hect		ITO-5(1), Indore
103	Pr. CCIT(MP&C G), Bhopal	450	3	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 174 Rakba 0.454 hect	22,88,160/- @ 50.40 lacs per hect		ITO-5(1), Indore
104	Pr. CCIT(MP&C G), Bhopal	450	4	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 176 Rakba 0.219 hect	11,03,760/- @ 50.40 lacs per hect		ITO-5(1), Indore
105	Pr. CCIT(MP&C G), Bhopal	450	5	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 173/1 0.278 hect	14,01,120/- @ 50.40 lacs per hect	As per records of MP- Bhulekh, khasra no. 173/1 is not showing, only main khasra 173 is showing which has area of 0.36 ha. Discrepancy may be addressed	ITO-5(1), Indore
106	Pr. CCIT(MP&C G), Bhopal	450	6	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 193/3 Rakba 0.303 hect	15,27,120/- @ 50.40 lacs per hect	As per records of MP- Bhulekh, actual area of this khasra no. is 0.253 ha. Discrepancy may be addressed	ITO-5(1), Indore

107	Pr. CCIT(MP&C G), Bhopal	450	7	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 173/4 Rakba 0.279 hect	14,06,160/- @ 50.40 lacs per hect	As per records of MP- Bhulekh, khasra no. 173/4 is not showing .only main khasra 173 is showing which has area of 0.36 ha. Descrecency may be addressed	ITO-5(1), Indore
108	Pr. CCIT(MP&C G), Bhopal	450	8	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 192/2 Rakba 0.2780 hect	14,01,120/- @ 50.40 lacs per hect	As per records of MP- Bhulekh, actual area of this khasra no. is 0.287 ha. Descrecency may be addressed	ITO-5(1), Indore
109	Pr. CCIT(MP&C G), Bhopal	450	9	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 192/3 Rakba 0.1910 hect	9,62,640/- @ 50.40 lacs per hect	-	ITO-5(1), Indore
110	Pr. CCIT(MP&C G), Bhopal	450	10	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 192/4 Rakba 0.192 hect	9,67,680/- @ 50.40 lacs per hect	-	ITO-5(1), Indore
111	Pr. CCIT(MP&C G), Bhopal	450	11	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 192/5 Rakba 0.192 hect	9,67,680/- @ 50.40 lacs per hect	-	ITO-5(1), Indore
112	Pr. CCIT(MP&C G), Bhopal	450	12	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 194 Rakba 0.437D hect	22,02,480/- @ 50.40 lacs per hect	-	ITO-5(1), Indore
113	Pr. CCIT(MP&C G), Bhopal	450	13	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 263/1 Rakba 0.809 hect	40,77,360/- @ 50.40 lacs per hect	-	ITO-5(1), Indore
114	Pr. CCIT(MP&C G), Bhopal	450	14	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 263/2 Rakba 1.133 hect	57,10,320/- @ 50.40 lacs per hect	-	ITO-5(1), Indore

115	Pr. CCIT(MP&C G), Bhopal	450	15	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 267 Rakba 0.441 hect	22,22,640/- @ 50.40 lacs per hect	The khasra no. shown in reference is 276, but as per records of MP-Bhulekhj khasra no, 267 is on name of GFIL which has area of 0.441 ha (same as reference). Descrrency may be addressed	ITO-5(1), Indore
116	Pr. CCIT(MP&C G), Bhopal	450	16	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 268 Rakba 0.816 hect	41,12,640/- @ 50.40 lacs per hect		ITO-5(1), Indore
117	Pr. CCIT(MP&C G), Bhopal	450	17	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 270/1 Rakba 1.1080 hect	55,84,320/- @ 50.40 lacs per hect		ITO-5(1), Indore
118	Pr. CCIT(MP&C G), Bhopal	450	18	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 270/2 Rakba 1.108 hect	55,84,320/- @ 50.40 lacs per hect		ITO-5(1), Indore
119	Pr. CCIT(MP&C G), Bhopal	450	19	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 271/1 Rakba 1.594 hect	80,33,760/- @ 50.40 lacs per hect		ITO-5(1), Indore
120	Pr. CCIT(MP&C G), Bhopal	450	20	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 274/2 Rakba 0.6070 hect	30,59,280/- @ 50.40 lacs per hect		ITO-5(1), Indore
121	Pr. CCIT(MP&C G), Bhopal	450	21	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 274/2 Rakba 0.526 hect	26,5,040/- @ 50.40 lacs per hect		ITO-5(1), Indore
122	Pr. CCIT(MP&C G), Bhopal	450	22	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 288/2 Rakba 0.640C hect	32,25,600/- @ 50.40 lacs per hect		ITO-5(1), Indore
123	Pr. CCIT(MP&C G), Bhopal	450	23	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 289/2 Rakba 0.287 hect	14,46,480/- @ 50.40 lacs per hect		ITO-5(1), Indore

124	Pr. CCIT(MP&C G), Bhopal	450	24	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 293/2 Rakba 0.494C hect	24,89,760/- @ 50.40 lacs per hect		ITO-5(1), Indore
125	Pr. CCIT(MP&C G), Bhopal	450	25	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 294 Rakba 1.914 hect	94,46,560/- @ 50.40 lacs per hect		ITO-5(1), Indore
126	Pr. CCIT(MP&C G), Bhopal	450	26	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 295/1 Rakba 1.522C hect	76,70,880/- @ 50.40 lacs per hect		ITO-5(1), Indore
127	Pr. CCIT(MP&C G), Bhopal	450	27	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 298/2 Rakba 1660 hect	8,36,640/- @ 50.40 lacs per hect	1	ITO-5(1), Indore
128	Pr. CCIT(MP&C G), Bhopal	450	28	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 295/1 Rakba 1.101 hect	55,49,040/- @ 50.40 lacs per hect		ITO-5(1), Indore
129	Pr. CCIT(MP&C G), Bhopal	450	29	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 296/2 Rakba 1.102 hect	55,49,080/- @ 50.40 lacs per hect		ITO-5(1), Indore
130	Pr. CCIT(MP&C G), Bhopal	450	30	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 296/3 Rakba 0.333 hect	16,78,320/- @ 50.40 lacs per hect		ITO-5(1), Indore
131	Pr. CCIT(MP&C G), Bhopal	450	31	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 298/4 Rakba 3320 hect	16,73,280/- @ 50.40 lacs per hect	This khasra no.entry is missing in reference, but this khasra no. is included as per records of MP-Bhulekh for GFIL properties at Nawada. Descrecency may be addressed	ITO-5(1), Indore
132	Pr. CCIT(MP&C G), Bhopal	450	32	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 298 Rakba 2.323 hect	1,17,07,920/- @ 50.40 lacs per hect	This khasra no.entry is missing in reference, but this khasra no. is included as per records of MP-Bhulekh for GFIL properties at Nawada. Descrecency may be addressed	ITO-5(1), Indore

133	Pr. CCIT(MP&C G), Bhopal	450	33	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 299 Rakba 0.291 hect	14,66,640/- @ 50.40 lacs per hect	This khasra no.entry is missing in reference, but this khasra no.is included as per records of MP-Bhulekh for GFIL properties at Nawada. Descrpeny may be addressed	ITO-5(1), Indore
134	Pr. CCIT(MP&C G), Bhopal	450	34	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 307/1 Rakba 6960 hect	35,07,840/- @ 50.40 lacs per hect	This khasra no.entry is missing in reference, but this khasra no.is included as per records of MP-Bhulekh for GFIL properties at Nawada. Descrpeny may be addressed	ITO-5(1), Indore
135	Pr. CCIT(MP&C G), Bhopal	450	35	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 307/2 Rakba 2.265 hect	1,14,15,600/- @ 50.40 lacs per hect	This khasra no.entry is missing in reference, but this khasra no.is included as per records of MP-Bhulekh for GFIL properties at Nawada. Descrpeny may be addressed	ITO-5(1), Indore
136	Pr. CCIT(MP&C G), Bhopal	451	36	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 308/3 Rakba 0.633 hect	31,90,320/- @ 50.40 lacs per hect		ITO-5(1), Indore
137	Pr. CCIT(MP&C G), Bhopal	451	37	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 308/1 Rakba 0.805 hect	40,57,200/- @ 50.40 lacs per hect		ITO-5(1), Indore
138	Pr. CCIT(MP&C G), Bhopal	451	38	Village-Nawada, Tehsil - Mhow , Indore Khasra No. 308/2 Rakba 0.805 hect	40,57,200/- @ 50.40 lacs per hect		ITO-5(1), Indore
139	Pr. CCIT(MP&CG) , Bhopal	453	1	Village- Rau, Tehsil-Rau, Indore Khasra No. 1349/5 Rakba 0.673 hect	3,23,04,000/- @ 4.80 Cr. per hect		ITO-2(1), Indore
140	Pr. CCIT(MP&CG) , Bhopal	453	2	Village- Rau, Tehsil-Rau, Indore Khasra No.1349/5 Rakba 0.672 hect	3,22,56,000/- @ 4.80 Cr. per hect		ITO-2(1), Indore

183	Pr. CCIT(MP&C G), Bhopal	465,466 & 467	4,5,6,7,8,9,1 0	Village- Neuguradia, Tehsil Mhow P Khasra No. 87 Rakba 3.899 hect	1,18,34,720/- @30.40 lacs per hect	.....do.....	ITO-5(1), Indore
184	Pr. CCIT(MP&CG , Bhopal	469	1	Village-Borkhedi, Tehsil Mhow, Indore, Khasra No. 230 paika Rakba 0.409 hect	687120/- @ 16.80 lacs per hect	This Khasra no. 230/1 as per records of MP-Bhulekh	ITO-5(1), Indore
185	Pr. CCIT(MP&CG , Bhopal	469	1	Village-Borkhedi, Tehsil Mhow, Indore, Khasra No. 241/2 Rakba 1.549 hect	15,12,000  2342088	This khasra no. is divided into 3 parts out of which khasra no. 241/2/1 & 241/2/2 comprises total area 1.549 ha, which is not clearly demarcated on MP-Bhulekh map & colony is under development on this khasra land. Hence guideline value may be reduced by 10% for encroachment.	ITO-5(1), Indore
186	Pr. CCIT(MP&CG , Bhopal	471	1	Village-Pigdamber, Tehsil Rau, Indore Khasra No. 469/1 paika, 469/2 paika Rakba 0.156 hect	15132000/- @ 9.70 Cr. per hect	This Khasra no. is under village Rau. There is no village named Shaligram in Rau.	ITO-5(1), Indore
187	Pr. CCIT(MP&CG , Bhopal	471	2	Village-Pigdamber, Tehsil Rau, Indore, Khasra No. 469/1 paika Rakba 0.156 hect	15132000/- @ 9.70 Cr. per hect	This Khasra no. is under village Rau. There is no village named Shaligram in Rau.	ITO-5(1), Indore
188	Pr. CCIT(MP&CG , Bhopal	471	3	Village-Pigdamber, Tehsil Rau, Indore, Khasra No. 469/2 paika Rakba 0.156 hect	15132000/- @ 9.70 Cr. per hect	This Khasra no. is under village Rau. There is no village named Shaligram in Rau.	ITO-5(1), Indore

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189	Pr. CCIT(MP&CG , Bhopal	471	4	Village-Pigdamber, Tehsil Rau, Indore, Khasra No. 470 palke Rakba 0.096 hect	9312000/- @ 9.70 Cr. per hect	This Khasra no. is under village Rau. There is no village named Shaligram in Rau.	ITO-5(1), Indore
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Note1: The DVO submitted in his valuation report that property having discription Villge-Harsola, Tehsil Mhow, Indore, Khasra No. 2235/15 has  
 Note2: The DVO submitted in his valuation report that property shown at sl. No. 62 & 63 (2 properties) havenot been shown in the desired list

Khyal.  
 // TRUE COPY //

**VAKALATNAMA**

IN THE SUPREME COURT OF INDIA, NEW DELHI  
 CIVIL/CRIMINAL/APPELLATE/ORIGINAL JURISDICTION  
 CIVIL/CRIMINAL/WRIT PETITION /APPEAL  
 SPECIAL LEAVE PETITIONS (C/CrL.) NO. OF 2024

IN THE MATTER OF:

M/S RAIGANT CONSUMER FORUM

..... Petitioner

Versus

UNION OF INDIA & ORS

....Respondent

AND IN THE MATTER OF:

TIRUPATI MINING


....Applicant

I/We, Plaintiff(s) Appellant(s) Petitioner(s) Defendant(s) / Respondent (s) in the above Suit/Appeal/Petition/Reference do hereby appoint and retain Ms. Kheyali Singh, Advocate, Supreme Court, to act and appear for me/us in the above Suit/Appeal/Petition/Reference and on my/our behalf to conduct and prosecute (or defend) 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 applications for review, to file and obtain return of documents, and to deposit and receive money on my behalf in the said Petition and in application for review, and to represent me/us and to take all necessary steps on my/our behalf in the above matter. I/We have agreed to pay the fee and out of pocket expenses in accordance with the Schedule of Rates of the Supreme Court Rules. I/We agree to ratify all acts done by the aforesaid advocate in pursuance of this authority.

Dated this the 26<sup>th</sup> day of February, 2024

**TIRUPATI MINING**  
  
 SIGNATURE  
 PARTNER

IDENTIFIED AND ACCEPTED, CERTIFIED

  
 (KHEYALI SINGH) Advocate, Code-3000  
 For the Petitioner(s) Respondent(s)  
 Chamber 119, M.C. Setalwad Block,  
 Supreme Court of India, New Delhi-110001  
 Mob: 9891829172

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MEMO OF APPEARANCE

To

The Registrar  
 Supreme Court of India,  
 New Delhi.

Sir,

Please enter my appearance on behalf of Petitioner(s) Respondent(s) in the above mentioned matter.

Dated this the 27<sup>th</sup> day of February, 2024

Yours faithfully,

  
 (KHEYALI SINGH)

Advocate on record for the Petitioner(s) Respondent/Applicant