IN THE HON BLE SUPREME COURT OF INDIA (CIVIL APPELLATE JURISDICTION)

I.A. NO.____OF 2024

WRIT PETITION (CIVIL) NO. 188 OF 2004

IN THE MATTER OF:

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

VERSUS

UNION OF INDIA & ORS.RESPONDENT(S)

WITH

I.A. NO. OF 2024

APPLICATION FOR INTERVENTION AS A BUYER

PAPER BOOK

KINDLY SEE INDEX INSIDE THE PAPER BOOK

LOKESH KUMAR CHOUDHARY

ADVOCATE FOR THE APPLICANT

INDEX

PARTICULARS S.NO. PAGES NO. Application for intervention Along with Affidavit 2. ANNEXURE A-1 True copy of the Partnership Deed of firm 12-14 3. ANNEXURE A-2 True copy of Authority Letter in favour of Applicant/Partner 4. **ANNEXURE A-3** True copy of open Auction notice for dated 11.05.2018 Published by the Hon'ble Supreme Court of India.

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WRIT PETITION (CIVIL) NO. 188 OF 2004

IN THE MATTER OF:

M/S. RAIGANJ CONSUMER FORUM...PETITIONER(S) **VERSUS**

UNION OF INDIA & ORS.

....RESPONDENT(S)

AND IN THE MATTER OF:

SANDEEP BHALLA S/O SH. MANGAL SINGHBHALLA R/O H.NO. 663, PHASE 3B 1, S.A.S. NAGAR (MOHALI), CHANDIGARH SECTOR 59, PUNJAB-160059

(ONE OF PARTNER OF M/S. G.S. BUILDTECH, PLOT NO. 21, INDUSTRIAL AREA PHASE 9, MOHALI, ...APPLICANT/BUYER

AN APPLICATION FOR INTERVANTION UNDER ORDER LV READ WITH ORDER V RULE 2(3) OF SUPREME COURT RULES, 2013 TO ALLOWING INTERVANE THE APPLICANT AS A BUYER.

THE HON'BLE CHIEF JUSTICE OF INDIA AND HIS COMPANION JUDGES OF THE SUPREME COURT OF INDIA, NEW DELHI

THE HUMBLE APPLICATION OF THE APPLICANT ABOVE NAMED.

Most Respectfully Submits:

- 1. That the proceedings referred to above are pending before this Hon'ble Apex Court and above case tentatively listed on 17.05.2024.
- 2. It is most respectfully submitted that in the case, this Hon'ble present Court was pleased to constitute a committee to take into its custody all assets of Golden Forests (India) Ltd. ("GFIL") and its subsidiaries companies and thereafter called the creditors of GFIL and its subsidiaries companies to submit their claims before the said committee.
- 3. That pursuant to the directions of this Hon'ble Court, the said committee itself and through the Income Tax Department, has made various attempts, to auction the

properties of GFIL, GPL and its subsidiaries companies.

1. That the applicant is a registered company M/s. G.S. Buildtech which partnership firm and competent to file the present application in the above-mentioned pending matter before this Hon'ble Court. It is pertinent to mention here that the present application for direction is being filed through it one of the partner of M/s. Buildtech (PAN Card No. ABBFG0157C) authorized by Authority Letter which is dated 02.05.2024. True copy of the Partnership Deed of firm is annexed hereto

True copy of the Authority Letter is annexed hereto as **ANNEXURE-A-2** (Page No. 15 to 17).

4. That it is pertinent to mention here that on 11.05.2018 an auction notice was issued by the Hon'ble Supreme Court of India on dated 11.05.2018 and the same was published in various newspapers on 12.05.2018 regarding the invitation of fresh

bids/auction regarding the various properties situated all over India including. (i)Hotel & Tourist Resort, Village BillaPanchula, Haryana, Area 432 Kanal (54 Acre) Rs.47.25 Lacs Per Acre And Collectors Value Of The Property/Land Is Rs.25.51 Crore, (ii) Agricultural Land Village Bunga, Haryana, Rs.5.78 Acre, Collector Rate 17.00 lacs per acre Rs.0.98 Crore (iii) Agricultural Land Village Kot, Haryana, Rs. 5.07 Acre, Collector Rate 55.00 lacs per acre, Rs.0.28 Crore and the applicant/Partner is also interest to purchase the properties situated at Punjab i.e. Agricultural Land, Village Peer Muchala, Distt. SAS Nagar, area 4 Acre, Collector Rate Rs.15540000/- per acre, Rs.6.26 Crore and Agricultural Land (Part of built-up area), Village Peer Muchala, area 37.11 Killa, Collector Rate Rs.1.56 Crore, Rs.57.90 Crore and as per the knowledge of applicant, the above mentioned properties are still available for sale. It is pertinent to mention here that the applicant is willing to purchase the above mentioned properties as per the circle rate or valuation decided by the committee/concerned authorities. True

Typed copy of the Auction notice dated 11.05.2018 is annexed hereto as ANNEXURE-A-3 (Page No.____).

5. That the applicant previously approached the liquidator/ committee appointed by the Hon'ble Court and made representation to purchase the abovementioned properties i.e. (i) Hotel & Tourist Resort, Village BillaPanchula, Haryana, Area 432 Kanal (54 Acre) Rs.47.25 Lacs Per Acre And Collectors Value Of The Property/Land Is Rs.25.51 Crore, (ii) Agricultural Land Village Bunga, Haryana, Rs.5.78 Acre, Collector Rate 17.00 lacs per acre Rs.0.98 Crore (ii) Agricultural Land Village Kot, Haryana, Rs.5.07 Acre, Collector Rate 55.00 per acre, Rs.0.28 Crore and applicant/Partner is also interest purchase the properties situated at Punjab i.e. Agricultural Land, Village Peer Muchala, Distt. SAS Nagar, area 4 Acre, Collector Rate Rs.15540000/- per acre, Rs.6.26 Crore and Agricultural Land (Part of built-up area), Village Peer Muchala, area 37.11 Killa, Collector Rate Rs.1.56 Crore, Rs.57.90

Crore and as per the knowledge of applicant and thereafter the applicant came to know that all the previous orders for auction/bid not survived.

- 6. the applicant is having the financial capacity and he is willing to purchase the above-mentioned property along with the other attached properties i.e. Agricultural Land, Village Peer Muchala, Distt. SAS Nagar, area 4 Acre, Collector Rate Rs.15540000/- per acre, Rs.6.26 Crore and Agricultural Land (Part of built-up area), Village Peer Muchala, area 37.11 Killa, Collector Rate Rs.1.56 Crore, Rs.57.90 as per the valuation with the permission of this Hon'ble Court.
- 7. That the present applicant is willing to purchase the above- mentioned properties along with the other properties mentioned above on a good price which are pending in the present suit proceedings.
- 8. That the intervention of present applicant is necessary and proper to the present

proceedings for the following, among other, reasons:-

- A. Because the above-mentioned writ petition (main matter) has been filed and the same is still pending before this Hon'ble Court for adjudication.
- B. Because the applicant is a citizen of India who is willing to purchase the abovementioned properties along with the other attached properties of Mohali District, Punjab area.
- C. Because the above-mentioned similar petition/ applications are already pending with similar statute involved and for the similar relief before this Hon'ble court hence, fresh petition is not being filed for the sake of brevity.
- D. Because the applicant company is having a good financial status and he can give the true and real value of the above mentioned properties.

- 9. That the applicant is a Performa buyer of the above- mentioned property and he is interested to purchase the above-mentioned properties as per the valuation with the permission of this Hon'ble Court.
- 10. That the presence of the applicant is necessary in order to participate in the auction (if any) of above-mentioned properties, if conducted.
- 11. That by adding the applicant as buyer of above-mentioned properties, no prejudice will be caused the parties already on record; neither will fair trial of the questions in controversy be prejudiced. On the other hand, not allowing the applicant to intervene in the present proceedings will cause serious loss to the applicant.
- 12. That this application is bona fide and in the interest of justice.

PRAYER

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

pleased to allow this application and be pleased to:-

 a) To permit the applicants to be intervene in the aforesaid matter and to participate as a buyer;

 Allow the applicant to purchase the abovementioned properties as per the valuation report;

c) Pass any order or further order(s) as your Lordships may deems fit and proper in the facts and circumstances of the case and in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE PETITIONER AS IS DUTY BOUND SHALL EVER PRAY.

Drawn by:

S. Y. Usmani Adv.

Filed by:

Drawn on: 16.04.24

Filed on: $t(\sqrt{5})$ 24 (LOKESH KUMAR CHOUDHARY)

Advocate of the Applicant

IN THE HON'BLE SUPREME COURT OF INDIA

(CIVIL APPELLATE JURISDICTION)

I.A. NO._____OF 2024

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..PETITIONER(S)

VERSUS

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AFFIDAVIT

SANDEEP BHALLA S/O SH. MANGAL SINGHBHALLA R/O H.NO. 663, PHASE 3B 1, S.A.S. NAGAR (MOHALI), CHANDIGARH SECTOR 59, PUNJAB-160059, (ONE OF PARTNER OF M/S NO. 21. M/S GS BUILDTECH, PLOT INDUSTRIALAREA PHASE 9, MOHALI, aged about 52 years, do hereby solemnly affirm and declare as under:-

1. That I am the authorized representative of Applicant in the above mentioned Application and am fully conversant with the facts and case and circumstances of the competent to swear by way of the present affidavit.

- That and understood 2. have read contents of the above mentioned Application from (page no. \(\frac{1}{2}\) to \(\frac{1}{2}\) and Para \(\frac{1}{2}\) to Para 8), I state that the same are true and correct to my knowledge and belief and have been drafted as per my instructions.
- 3. That the Annexures to the Application are true copies of their respective originals.

VERIFICATION:

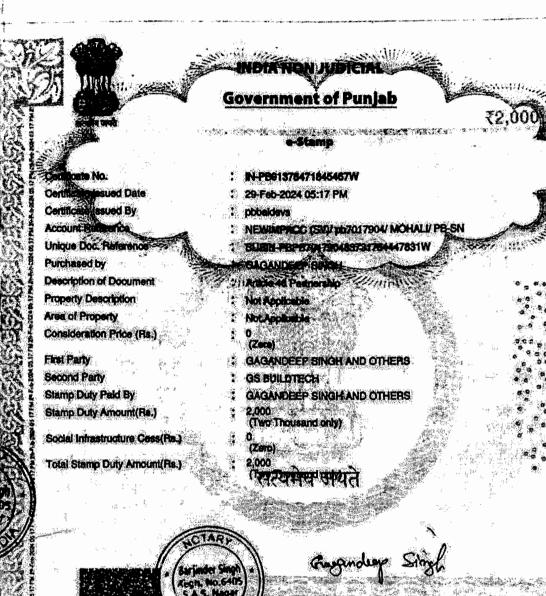
I, the above named deponent, do herby verify that the contents of the above Affidavit are true and correct to the best of my knowledge, no part of it is false and nothing material is concealed therefrom.

Verified at Mohali, Punjab, on this Khay of April 2024.



deponentiexecutant and he ha itted the same to be correct

has signed at SI. No



tested to bertrye copy. 1.1 MAR 202 Barjinder Singh

NULLY, S.A.S. NOVAC (PD.) M/S GS BUILDTECH

PARTNERSHIP DEED

This deed of Partnership is executed on the 29th Day of February, 2024

1. Sh. Gagandeep Singh S/o Sh. Harbhajan Singh Chaudhary, aged 40 years, residence of Patti Village, Ladda, Sangrur, Punjab -148034, Party of the first part.

2. Sh, Sandeep Bhalla S/o Sh. Mangal Singh Bhalla, aged 52 years , residence of House no 663, Phase 3B1, Mohali, Punjab -164055, party of the Second part.

Gayamaloup Sall

 $\mathbb{O}\mathbb{Z}$ 0000263998



(Herein after called the partners.)

WHEREAS all above parties have decided to carry on their business in partnership under name and style of M/S GS BUILDTECH, PLOT NO 21, INDUSTRIAL AREA PHASE -9 MOHALI w.e. f today.

AND WHEREAS certain terms and conditions have been mutually decided by the parties verbally and it is now deemed essential to execute a formal deed of partnership for future guidance and control.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:-

1. That the partnership business shall be carried on under the name and style of M/S GS BUILDTECH or under any other name and style mutually decided by the partners.

2. That the partnership business shall be carried on at Plot no 21, industrial Area Phase -9 Mohali, Punjab-160070 or any other place of places mutually decided by all the

partners.

3. That the business of partnership concern shall be that of Construction of Building, Roads, Sale and Purchase of properties etc, but the partners are at liberty to introduce any new line of business with mutual consent.

4. That the Capital of partnership business shall be consisting of the capital of partners standing in their personal accounts in the account books of the partnership business.

5. That the proper books of account shall be maintained and shall be closed on 31st March of every year or any other date as decided by the partners mutually.

6. That the duration of the partnership firm shall be AT WILL.

7. That in event of death of any partner, one of her/his legal hairs as unanimously

decided by her/his legal hairs will be taken as partners mutually.

8. That the funds of the partnership firm may be kept in such bank or banks as the partners may deem fit from time to time. The Bank Account/Accounts will be operated jointly by parties on first part Sh. Gagandeep Singh and party on Second part Sh. Sandeep Bhalla or by any person authorized by all parties in writing.

9. That all the necessary books of accounts, papers and documents relating to the partnership firm shall be kept at the place of business of the firm and all original documents relating to the firm and business shall be kept by partner on first parts Sh. Gagandeep Singh and shall be at all time open to inspection by any partner or her/his agents who shall be entitled to take extracts or copies thereof.

10. That the partners shall not do or knowingly permit anything to be done whereby the partnership business and property may be seized, attached, distained or taken into

execution.

11. That either partner shall indemnify the firm for any loss caused to it by her/his will full neglect or fraud in the conduct of the business of the firm.

That all parties shall be liable to pay their respective demand of income Tax.

That no party shall be allowed to alienate her/his share of interest to any stranger

ithout the written consent of their parties:

at simple interest @ 12% per annum or such other maximum rate as may be prescribed under the provisions of the Income Tax Act., 1961 or any modification kereof from time to time shall be payable to all the partners on the amount standing credit to their capital accounts. However, rate of interest may be reduced or interest Attested to be true coppay not be paid with the mutual consent of all the parties. Interest will also be

recovered from the partners on the amount standing debit to their capital accounts

Bar jinder Singh the same rate at which it is payable.

Netary, S.A.S. Nager (Right all parties have agreed to be working partner actively engaged in conducting the affairs of business of the firm. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b) (v), read with explanation 3 of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income -Tax Assessment of the partnership firm for the relevant accounting year.

Gagandeep Sign

March s. Na

MAR 2024

16. That the Net Profit or Loss after deducting all the expenses including remuneration and interest to the partners shall be divided or borne in FOLLOWING PROPORTION.

Sr. No Name of Partner **Profit Sharing Ratio** 1. Gagandeep Singh 50% 2. Sandeep Bhalla 50%

17. In case, any parties want to retire from the partnership firm, he will be entitled /liable to amount standing credit /debit to his capital account only. The remaining parties will take over the firm as a going concern with all the assets, entitlement and liabilities what so ever and the retiring party will not have any right in the Business, Name of the concern or any other Assets of the partnership business.

18. That any dispute or difference which may arise among the partners at the time of dissolution or death of any partner or otherwise with regard to the running, constitution meaning and effect of this deed of partnership or any part thereof or in respect of accounts, Profit or Losses of the partnership business or any other matter relating to the affairs of the firm shall be referred for arbitration under the provisions of the Arbitration Act, 1940 or any statutory modification thereof from time to time.

19. That the parties wishing to amend/add/subtract any clauses to/from this deed of partnership business may do so by writing the same on plain paper duly signed by all parties.

20. That any other matter for which no provision is made in this partnership shall be mutually decided by all parties.

21. That the partnership on the above terms and conditions shall be deemed to have been started with effect from the 29th day of February , 2024.

In witness thereof, the parties mentioned above have set and subscribed their respective hands in the presence of the following witness:-

(1) (Party of the first part)

(Party of the Second part)

Barjinder Singl

ttested to be true copy

Barilader Singh



INDIA NON JUDICIAL HANEY A-2

Government of Punjab







Certificate No.

Certificate Issued Date

Certificate Issued By

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Area of Property

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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GAGANDEEP SINGH

Article 4 Affidavit

Not Applicable

Not Applicable

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GAGANDEEP SINGH:

Not Applicable

GAGANDEEP SINGH

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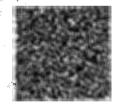
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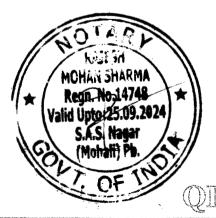
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- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.



I, Gagan Deep Singh S/o Sh. Harbhajan Singh is one of the partner of M/s Buildtech at Plot No. 21, Industrial Area Phase 9, Mohali.

I, hereby authorized my partner Sh. Sandeep Bhalla S/o Sh. Mangal Singh Bhalla R/o H.No. 663, Phase 3B 1, S.A.S. Nagar (Mohali), Chandigarh Sector 59, Punjab- 160059, sh. Sandeep Bhalla is also one of the partner of M/s GS Buildtech at Plot No. 21, Industrial Area Phase 9, Mohali. He authorized for purchase of land/properties i.e. (i) Hotel & Tourist Resort, Village Billa Panchkula, Haryana, Area 432 Kanal (54 Acre) Rs.47.25 Lacs Per Acre And Collectors Value Of The Property/Land Is Rs.25.51 Crore, (ii) Agricultural Land Village Bunga, Haryana, Rs.5.78 Acre, Collector Rate 17.00 lacs per acre Rs.0.98 Crore (ii) Agricultural Land Village Kot, Haryana, Rs.5.07 Acre, Collector Rate 55.00 lacs per acre, Rs.0.28 Crore and the applicant/Partner is also interest to purchase the properties situated at Punjab i.e. Agricultural Land, Village Peer Muchala, Distt. SAS Nagar, area 4 Acre, Collector Rate Rs.15540000/- per acre, Rs.6.26 Crore and Agricultural Land (Part of built-up area), Village Peer Muchala, area 37.11 Killa, Collector Rate Rs.1.56 Crore, Rs.57.90 Crore and to file, sign, institute the objection/ revision/appeal/review____ the behalf of the firm.

/review the behal MCHAN SHARMA Regn. NO.14748 Valid Upto:25.89.2024 S.A.S. Nagar (Mohali) Pb.

Gazandeep Sing

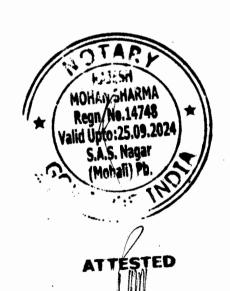
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further resolved further authorized Нė appear to represent the firm before the Hon'ble Supreme Court of India, concerned high courts, tribunals, registrar, arbitrator and any other adjudicating authorities as required. He is further authorized to appoint advocates, to appear, sign, institute, contest, prosecute, depose and sign complaints, replies, affidavits, obligations, revision, objections, reviews, compromise, settle and make statements and to do all the necessary actions for the effectively representing the firm/company in any court of law, tribunals, for the purpose of any legal matters in this regard."

Sandor Bhalla

Sandeep Bhalla Signature

Punjab Date: 02.05.2024



Gagandeep Singh
Signature
UD 2226 340471

RAJESH MOHAN SHARMA Notary, S.A.S. Nagar (Mohali)

0 2 MAY 2024

ALLHEX, AS

SUPREME COURT OF INDIA

AUCTION NOTICE

MA RAMANI CONSUMER FORUM

UNION OF INDIA & ORS.

Respondent (s)

Hon ble Supreme Court of India has wide order claim (1924) 20 (8 in which fresh bids. Referent part of Fa-carter dated 19 (1620) 8 is as likews.

ORDER

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11.05.2018

By order of Supr

VPO Jharmari, Viz Latru, Ambais-Chandigari, Haliotal Highway-22, Tehuli Dera Bessi, District Mehali, PH.: 0171-2777183, 8175-2655086. E-mail: committee of Graditical core, www.poldenforest.com

ni ta bulng publishind on 12.5.2018 in tintium Express Als india Edi (Hattorial), Finduction Times All India Edt (Felbonal) Economic Times All India Edt (National) and Dalvik Shankar AD tradia Edi (Hadional)

IN THE SUPREME COURT OF INDIA

WRIT / SP	CIVIL/ CRIMINAL/APPELATE/ ORIGINAL JUR ECIAL LEAVE PETITION/ APPEAL (CIVIL/ CRL.)	ISDICTION OF 2004
MSR	aigny Consumor forum	Appellant(s) Petitioner (s)
Orien a	of India to 025 Versus	Respondent (s)
the above Petitic to perform the formula arise or be including proceed prefer cross objustications, and 2. To file appeal / petition	collowing besides the other, which he may deem necessary: t, Appear, Plead, Prosecute (or Defend), to Compromise, Withdraw the taken in respect of any application connected with the same or may be edings in taxation and review etc. to file affidavit and documents and jections, to deposit and receive money on my/our behalf in the said d to submit the case to Arbitration, if he feels proper. and obtain and return documents, and to deposit or receive money of and he above matter. The undersigned further agree not to hold the a any consequence arising in the court. I / we agree to ratify acts	Petitioner(s)/Respondent (s) in AOR, e proceedings along with others that e any decree or order passed therein to obtain the return of the same, to d case, connecting proceedings and on my / our behalf in the said suit / appointee or his substitute advocates
ACCEPTED	Identified by:	Q Las
	me Censy. I have	Petitioner/Appellant/ Applicant/ Respondent (s)
	MEMO OF APPEARANCE	
The Registrar Supreme Court New Delhi	Kindly enter my appearance on behalf of the petition respondent (s) in the aforesaid matter. Dated this the	er/appellant/ applicant/