

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

**I.A. NO. \_\_\_\_\_ OF 2024**

**IN  
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 DIRECTION**

**PAPER BOOK**

**KINDLY SEE INDEX INSIDE THE PAPER BOOK**

**LOKESH KUMAR CHOUDHARY**

**ADVOCATE FOR THE APPLICANT**

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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 THE PARTNER OF  
M/S. G.S. BUILDTECH,  
PLOT NO. 21, INDUSTRIAL  
AREA PHASE 9, MOHALI  
(PAN Card No. ABBFG0157C) ..APPLICANT/BUYER

APPLICATION FOR DIRECTION TO THE  
COMMITTEE TO CONSIDER THE APPLICANT  
ON PRIORITY BASIS AS A GENUINE BUYER OF  
THE PROPERTY i.e. HOTEL & TOURIST  
RESORT, VILLAGE BILLA PANCHULA,  
HARYANA, AREA 432 KANAL (54 ACRE)  
RS.47.25 LACS PER ACRE AND COLLECTORS

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**VALUE OF THE PROPERTY/LAND IS RS. 25.51  
CRORES AND OTHER SIMILAR PROPERTIES.**

TO,

HON'BLE THE CHIEF JUSTICE OF INDIA & HIS  
COMPANION JUDGES OF THE HON'BLE  
SUPREME COURT OF INDIA.

THE HUMBLE APPLICATION OF THE ABOVE  
NAMED

**Most Respectfully Showeth:**

5. That in the present case, this Hon'ble Court was pleased to constitute a committee to take into its custody all assets of Golden Forests (India) Ltd. ("GFIL") and its subsidiaries companies earlier and thereafter it was decided to sale out the all properties through public auction.
6. That the applicant is a registered company i.e. M/s. G.S. Buildtech which is a 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

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filed through it one of the partner of M/s. Buildtech (PAN Card No. ABBFG0157C) which is authorized by Authority Letter dated 02.05.2024. True copy of the Partnership Deed of firm is annexed hereto as **ANNEXURE-A-1** (Page No. 9 to 11).

True copy of the Authority Letter is annexed hereto as **ANNEXURE-A-2** (Page No. 12 to 14).

7. 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 agriculture land i.e. situated at (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 Crores, (ii) Agricultural Land Village Bunga, Haryana, Rs. 5. 78 Acre, Collector Rate 17.00 Lacs per acre Rs. 0.98 Crore (ii) Agricultural

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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 interested to purchase the properties situated at Punjab i.e. Agricultural Land, Village Peer Muchala, Distt. SAS Nagar, area 4 Acre, Collector Rate Rs.1,55,40000/- per acre, Rs. 6.26 Crores and Agricultural Land (Part of built-up area), Village Peer Muchala, area 37.11 Killa, Collector Rate Rs.1.56 Crore, Rs.57.90 Crores 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. 15 ).

8. That the applicant is having the good financial capacity and he is willing to purchase the above-mentioned properties as

per the valuation with the permission of this Hon'ble Court.

9. That the present applicant is a genuine buyer and he is willing to purchase the above-mentioned property along with the other properties of Muchala, Distt. SAS Nagar, Punjab on a good price which are pending in the present suit proceedings.

**PRAYER-**

In view of the submissions made herein above applicant most respectfully prays that this Hon'ble Court may kindly be pleased to:-

- a) Allow the present application and direct the Committee/ concerned officers to consider the name of Applicant Company as a genuine buyer on priority basis.

Or;

- b) Pass any other order, as this Hon'ble Court may deem fit and appropriate in the facts and circumstances of the present case and in the interest of justice.

C

**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: 11/5/24 (LOKESH KUMAR CHOUDHARY)

Advocate of the Applicant



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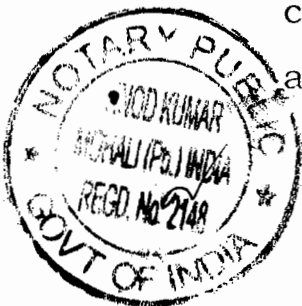
UNION OF INDIA & ORS.

.. RESPONDENTS

**AFFIDAVIT**

I, 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 GS BUILDTECH, PLOT NO. 21, INDUSTRIAL AREA 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 circumstances of the case and hence competent to swear by way of the present affidavit.



- 2. That I have read and understood the contents of the above mentioned Application from (page no. 1 to 8 and Para 1 to Para 1), 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.

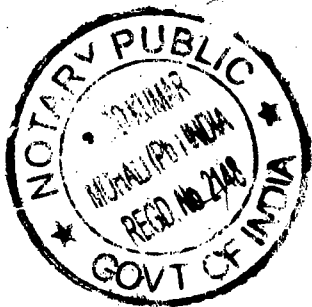
DEPONENT

VERIFICATION:

I, the above named deponent, do hereby 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 16<sup>th</sup> day of April 2024.

DEPONENT



ATTESTED AS IDENTIFIED

VINOD KUMAR  
(NOTARY)  
MOHALI (PB.) INDIA

the contents of the above Affidavit has been read over to the deponent/accused and he has submitted the same to be correct. He has signed at Sl. No. 18795 Page 276 Date 16/4/24

16 APR 2024

ANNEX, A-1

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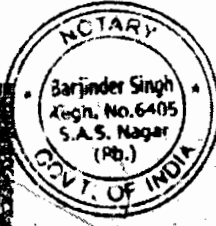
INDIA NON JUDICIAL  
Government of Punjab

₹2,000

e-Stamp

Certificate No. : IN-PB91378471845467W  
 Certificate Issued Date : 29-Feb-2024 05:17 PM  
 Certificate Issued By : pbbaldevs  
 Account Reference : NEWIMPACC (SN) pb7017904/ MOHALI/ PB-SN  
 Unique Doc. Reference : BUBIN-PBPB701790483731784447831W  
 Purchased by : GAGANDEEP SINGH  
 Description of Document : Article 46 Partnership  
 Property Description : Not Applicable  
 Area of Property : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : GAGANDEEP SINGH AND OTHERS  
 Second Party : GS BUILDTECH  
 Stamp Duty Paid By : GAGANDEEP SINGH AND OTHERS  
 Stamp Duty Amount (Rs.) : 2,000  
 (Two Thousand only)  
 Social Infrastructure Cess (Rs.) : 0  
 (Zero)  
 Total Stamp Duty Amount (Rs.) : 2,000  
 (Two Thousand only)

दस्तावेज सत्यते



Gagandeep Singh

Attested to be true copy 11 MAR 2024



Barjinder Singh  
Notary, S.A.S. Nagar (Pb.) 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 -160055, party of the Second part.

Gagandeep Singh

QIE 0000263998

Statutory Alert:  
 1. The authenticity of this Stamp Certificate should be verified at [www.shcisestamp.com](http://www.shcisestamp.com) or using e-Stamp Mobile App of Stock Holding.  
 Any discrepancy in the details on the Certificate and as available on the website / Mobile App renders it invalid.  
 2. The price of checking the legitimacy is on the users of the certificate.  
 3. In case of any discrepancy please inform the Competent Authority.

(Herein after called the partners.)

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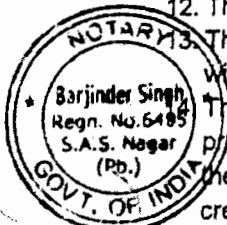
WHEREAS all above parties have decided to carry on their business in partnership under name and style of **M/S GS BUILDTECH, PLOT NO 21, INDUSTRIAL AREA PHASE -9 MOHALI** w.e. f today.

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 31<sup>st</sup> 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 heirs as unanimously decided by her/his legal heirs 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.
  12. 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 without the written consent of their parties.
- That 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 thereof 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 may 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 the same rate at which it is payable.
- That 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.

OTA/  
inders  
Na  
(P.D.)  
of



Attested to be true copy

Barjinder Singh  
Notary, S.A.S. Nagar (Pb.)

11 MAR 2024

Gagandeep Singh

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:-

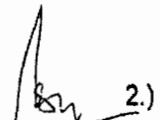
PARTIES

Gagandeep Singh  
(1) ( Party of the first part)

  
2.) (Party of the Second part)

WITNESSES

1.)   
RIMPAL SINGH  
VILL SUHAGNERI  
Distt Ferozshah Sahib (PB)

2.)   
Pashanjit Khat  
Post n. 21, Phou-9,  
M.D. city.



Attested to be true copy 11 MAR 2024

Barjinder Singh  
Notary, S.A.S. Nagar (PB.)

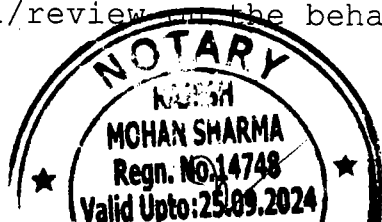


# AUTHORITY LETTER

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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.

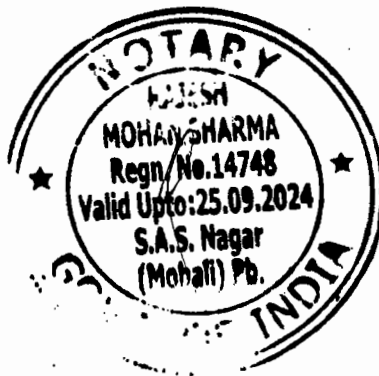
I, hereby authorized my partner Sh. Sandeep Bhalla S/o Sh. Mangal Singh Bhalla R/o H.No. 663, Phase 3B 1, S.A.S. Nagar (Mohali), Chandigarh Sector 59, Punjab- 160059, sh. Sandeep Bhalla is also one of the partner of M/s GS Buildtech at Plot No. 21, Industrial Area Phase 9, Mohali. He is duly authorized 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 on the behalf of the firm.



Cont...2  
Gagan Deep Singh

He further resolved further authorized to appear and 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, file, institute, contest, prosecute, depose and sign and file complaints, replies, affidavits, obligations, appeals, 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."

*Sandeep Bhalla*  
Sandeep Bhalla  
Signature



*Gagandeep Singh*  
Gagandeep Singh  
Signature

UID 22263404

Punjab  
Date: 02.05.2024

ATTESTED

*Rajesh Mohan Sharma*  
RAJESH MOHAN SHARMA  
Notary, S.A.S. Nagar (Mohali)

02 MAY 2024



ANNEX A3

15

**SUPREME COURT OF INDIA**

Writ Petition(s) (Civil) No. (s) 1822804

**AUCTION NOTICE**

**M/s. RAIGANJ CONSUMER FORUM**

Petitioner(s)

Respondent(s)

**UNION OF INDIA & ORS.**

Respondent(s)

Hon'ble Supreme Court of India has vide order dated 08.04.2018 invited fresh bids. Relevant part of the order dated 08.04.2018 is as follows:

**ORDER**

(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 the day and deposit 10 percent 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 18th May, 2018.)

We further make it clear that in case anybody is interested in providing any more information, they are free to approach the Committee regarding the same. The auction will be conducted on a 'what is there, what is sold' basis. It is also made clear that auction will be on the principle of 'cash is king', meaning thereby that whenever the bidders are in two or more, the highest bidder shall be the successful bidder. It is also made clear that the surplus land is to be sold as well.

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

PART - A Properties Available for Sale					
Sr. No.	Land/Bldg	Location	Approx. Area	Collector Rate	Collector's Value of property/Land
1	Farmland	Village Ganspur, Yamkihi Taluka	79 Acres	38 Lacs per acre	3012 Crores
2	Farmland	Village Bili Panchsala Taluka	201 Kanals Area	41.25 Lacs per acre	21.11 Crores
3	SCO	Jind, Haryana	116.912 Yards	3400 per sq yard	4.00 Crores
4	Agri. Land	Village Jhanspur, Haryana	72.51 Acres	34.00 Lacs per acre	24.65 Crores
5	Agri. Land	Village Bili, Haryana	112.57 Acres	47.25 Lacs per acre	53.19 Crores
6	Agri. Land	Village Banga, Haryana	5.78 Acres	17.25 Lacs per acre	9.96 Crores
7	Agri. Land	Village Mohi, Haryana	5.47 Acres	16.00 Lacs per acre	8.76 Crores
8	Agri. Land	Village Parasi, Gurgaon	71.11/11.91/2.21 Acres	110000 per acre	9.82 Crores
9	Agri. Land	Village Bokra, Gurgaon	46 K. 13 M. 134 Acres	101000 per acre	4.74 Crores
10	Agri. Land	Village Bhera, Gurgaon	121 K. 1.5 M. 12.13 Acres	153000 per acre	18.77 Crores
11	Agri. Land	Village Schara, Gurgaon	57 K. 1 M. 10.12 Acres	110000 per acre	6.27 Crores
12	Agri. Land	Village Pando, Indore	57.208 Hectares	125000 per hectare	7.15 Crores
13	Agri. Land	Village Kandi, Indore	27.218 Hectares	125000 per hectare	3.40 Crores
14	Agri. Land	Village Kani, Indore	15.703 Hectares	200000 per hectare	3.14 Crores
PART - B Properties/Lands under litigation before Court/Committee					
Sr. No.	Land/Bldg	Location	Approx. Area	Collector Rate	Collector's Value of property/Land
1	W/Shop Building	MH Road, Meerut	301 Sq. Mts	37500/- Sq. Mts	11.29 Crores
2	Local Market Building	Kark, Meerut	343 Sq. Mts	31000/- Sq. Mts	10.63 Crores
3	FM	Vasant Vihar, Delhi	120 Sq. Ft. (11.12 Sq. Mts)	77000/- Sq. Mts	8.56 Crores
4	SCO	Asaf Ali, Delhi	250 Sq. Ft. (23.17 Sq. Mts)	33000/- per sq. ft.	7.64 Crores
5	100 PWA	Village Nagar, Delhi	78.1 Sq. Mts.	130000/- Sq. Mts	10.35 Crores
6	PWA No. 7591	NTPC, Chandigarh, Chandigarh	47 Sq. Mts	22000/- per Sq. Ft.	10.33 Crores
7	Agri. Land	Village Kalya, District Kullu	40 Kanals (13 Acres)	1500 Lacs per acre	1.50 Crores
8	Agri. Land	Village Paur, District G.S. Haryana	4 Acres	1340000/- per acre	5.36 Crores
PART - C Surplus Land declared by the State of Punjab and Uttar Pradesh					
Sr. No.	Land/Bldg	Location	Approx. Area	Collector Rate	Collector's Value of property/Land
1	Agri. Land	Uttar Pradesh per Dr. Narasim Report	1161.24 Sq. Mts	@ Rs. 20 Lacs per acre (assumption)	27.11 Crores
2	Agri. Land (less built up properties situated at Sr. No. 3 to 18 below)	Punjab (As per Dr. Narasim Report)	1083.80 Acres	@ Rs. 20 Lacs per acre (assumption)	15.17 Crores
3	Farmland & Building (Bldg)	Village Jhansar, Punjab	56 Kanals	60 Lacs	3.36 Crores
4	Farmland & Building (Bldg)	Village Jhansar, Punjab	32 Kanals	60 Lacs	1.92 Crores
5	House (Bldg)	Village Jhansar, Punjab	16 Kanals	60 Lacs	0.96 Crores
6	10 Panchsala & 2 million building	Village Jhansar, Punjab	25 Kanals	30 Lacs	0.75 Crores
7	Farmland (part of building area)	Village Jhansar, Punjab	31 Kanals	60 Lacs	1.86 Crores
8	Farmland (part of building area)	Village Jhansar, Punjab	9 Kanals	60 Lacs	0.54 Crores
9	Farmland (part of building area)	Village Jhansar, Punjab	77 Kanals	60 Lacs	4.62 Crores
10	Agri. Land (part of building area)	Village Paur, District	27.11 Acres	1.50 Crores	11.50 Crores
PART - D Properties/Lands to be identified (As per Dr. Narasim Report)					
Sr. No.	Land/Bldg	Location	Approx. Area	Collector Rate	Collector's Value of property/Land
1	Lands in various States	164 Acres (approx.)	@ Rs. 20 Lacs per acre (assumption)		328 Crores

By order of Supreme Court of India  
Committee-Golden Forests (India) Limited,  
VPO Jhansar, Via Lathu, Ambala-Chandigarh National Highway-22,  
Tehsil Dera Bassi, District Mohali, Pin: 0171-2777193, 0172-2695068.

11.05.2018

E-mail: committee\_gfi@rediffmail.com, www.goldenforestscommittee.com

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

Handwritten signature/initials