SECTION-

IN THE SUPREME COURT OF INDIA CIVIL WRIT JURISDICTION

I.A. NO. 1738 | 0 / 2022 IN I.A. NO.145179/ 2019 IN WRIT PETITION (Civil) No.188 OF 2004

IN THE MATTER OF:

M/s Raiganj Consumer Forum

.....PETITIONER

UNION OF NDIA & ORS

....RESPONDENTS

AND IN THE MATTER OF:

Sh. Gulam Rassul Dar

.....Applicant

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DATED: 14.11.2022

(M.C. DHINGRA)

ADVOCATE FOR THE APPELANT 35, LAWYERS CHAMBER,

SUPREME COURT OF INDIA NEW DELHI-110001

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IN THE HON'BLE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

I.A. No. ____ of 2022

I.A. No. 145179 of 2019

IN

Writ Petition (Civil) No. 188 of 2004

In the Matter of:

M/s Raiganj Consumer Forum

.... Petitioner

Versus

Union of India & Ors

... Respondents

SH. GULAM RASSUL DAR S/O SH. GULAM MOHD DAR R/O TAKWARI, C/O NIET, SRINAGAR, (U.T. of J & K. and Ladakh)

.....Applicant

APPLICATION FOR CLARIFICATION

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ADVOCATE FOR THE APPLICANT:

M.C. DHINGRA

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Writ Petition (Civil) No. 188 of 2004

In the Matter of:

M/s Raiganj Consumer Forum

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APPLICATION FOR DIRECTION REGARDING SURPLUS LANDS IN PUNJAB AND UTTRAKHAND, OWNED BY ALLOTEES, DECLARED SURPLUS TREATING IT AS THE PROPERTY OF GFIL (COMPANY) BY THE STATE GOVERNMENTS

SH. GULAM RASSUL DAR S/O SH. GULAM MOHD DAR R/O TAKWARI, C/O NIET, SRINAGAR, (U.T. of J & K. and Ladakh)

.....Applicant

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

The humble application of the above named applicant:

MOST RESPECTFULLY SHOWETH:-

1. That M/s Golden Forests (India) Ltd. (For short GFIL) is a public limited company incorporated on 6th March 1987/under Companies Act, Registrar companies for the State of Punjab, Himachal Pardesh & UT Chandigarh also issued certificate for commencement of business, which clearly shows that the affairs of the company were legal. Copy of certificate is Annexure P-1.

That M/s Golden forests (I) Ltd. (GFIL) was engaged in Agro 2. Forestry activities on the lands purchased with the moneys of the investors/ depositors. Investor/depositor was described as "Unit Holder". A unit of land measuring 125 sq. feet, or in proportion of the invested money, was allotted to the "Unit Holder" who in turn appointed GFIL as Forest Service Contractor on Job Contract basis. The money was invested by way of security for the purpose of development and maintenance of the particular 'unit' of land as mentioned in "The Application Form" was filled at the time of investment and Agreement is also executed at the same time. "Guarantee- Cum-Performance Deeds" were also executed between the Unit Holders and GFIL at the time of the investment. "Receipts" were also issued to Unit holders. Copy of "Application Forms" is Annexure P-2 (14-17), "Guarantee-Cum-Performance Deeds" is Annexure P-3 (12-19) and "Company Receipts" is Annexure P-4 (20)

- 3. That the investment in GFIL was subject to terms and conditions as provided in the Application Form and the company also issued a cheque towards the maturity amount of the deposit which provided that in case the cheque amount is realized the land allotted shall stand reverted GFIL. Thus, making it clear that the investor was allotted specific area of land and if the investor was paid the deposited amount with interest the receipt stood discharged otherwise the investor, who is termed as a land unit holder, was in the eyes of law the owner of the land allotted. The activities of the company were in the nature of collective investment scheme under SEBI.
- 4. That the GFIL is engaged in the development of forests and for that purpose had entered into agreements with various persons, who paid money to the GFIL for planting and growing forest on their behalf. The land in fact belongs to various persons who have purchased the units from

the company and who are called Unit Holders. Thus, as per the terms and conditions of the deposits and allotments of land the investors are the owners of the allotted land and hence the learned Collector erred in considering the company to be owner of the land. The same facts have been pleaded by the Committee in its I.A. No. 145179 of 2019.

- 5. That initially GFIL carried its operations within the jurisdiction of (RBI) but with the formation of Security and Exchange Board of India (SEBI) it came under the purview of SEBI and GFIL was placed in the category of "Collective Investment Scheme" as specified under the provisions of SEBI Act. Section 11 AA of Securities Exchange Board Act 1992 as amended by Act 1995-1999 defined "Collective Investment" applicable to all plantation companies in India. Relevant extract of Section 11 AA of SEBI Act 1992 is reproduced below for ready reference of this Hon'ble Court:
 - "Section 11-AA. Collective investment scheme.— (1) Any scheme or arrangement which satisfies the conditions referred to in sub-section (2) shall be a collective investment scheme.
 - (2) Any scheme or arrangement made or offered by any company under which,—
 - (i) the contributions, or payments made by the investors, by whatever name called, are pooled and utilized for the purposes of the scheme or arrangement;
 - (ii) the contributions or payments are made to such scheme or arrangement by the investors with a view to receive profits, income, produce or property, whether movable or immovable, from such scheme or arrangement;
 - (iii) the property, contribution or investment forming part of such scheme or arrangement, whether identifiable or not, is managed on behalf of the investors;
 - (iv) the investors do not have day-to-day control over the management and operation of the scheme or arrangement.

(2)	****	****	*****	*****	 	****	 • • • • •	
(3)		****			 		 	,

Thus, the SEBI Act enables the investors to receive the property moveable or immoveable from such scheme or arrangement and the same facts and law is applicable on both the companies i.e. GFIL and its subsidiaries including GPL.

In view of the SEBI Act it is clear that the property acquired under the scheme of SEBI Act is legal and investors are entitled to receive the same.

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

As per CRISIL Grade-V this rating indicates high uncertainty that the collective investment scheme will provide the assured return in the form of produce and/or cash risk factors for the scheme are extremely high leading to the high expectation of default of maturity.

As per Dr. Roshan Namavati (Govt. Approved evaluators and other experts, Golden Forests (India) Limited and its subsidiaries are worth Rs. 1500 Crores as on 30th March 1988 against the total liabilities of Rs. 974 Crore). Copy of "Receipt" is already Annexure P-4 herewith.

- 7. It is pertinent to mention here that SEBI has directed GFIL vide a show cause notice dated 12 May 2000 to return the funds of investors in cash or kind under the collective investment scheme. The said directions includes: "requiring the person concerned the refund any money or the assets to the concerned investors along with the requisite interest or otherwise collected under the scheme".
- 8. In is submitted that a company registered with SEBI has to abide by the rules and regulations of SEBI. The company GFIL started returning land units to the unit holders. Copy of notice dated 12.5.2000 issued by SEBI to GFIL is Annexure P-5 (21-23). SEBI made it clear to GFIL to refund the investors in cash or kind.
 - 9. That in compliance of above said notice issued by SEBI dated 12.5.2000 the GFIL returned the investment amount about Rs. 350 crores by disbursing land units about approx.. 2500 Acres of land to the investors/units holders.
 - 10. That the during the ongoing litigation between SEBI & GFIL the State of Punjab & State of Uttrakhand ignoring the concept and formation of company and its governance under SEBI Act declared the land units as surplus land in the hands of GFIL (and its subsidiaries) owned by the unit holders. It is pertinent to mention that both the States allegedly vested the said land units in the State in the revenue records by showing them as surplus in the hands of GFIL. The above fact is clear form an affidavit filed by State of Punjab in compliance of the order passed in I.A. No. 36379 filed by Committee and the State has disclosed in Annexure A, B

& C & that the total 3861 acres of land are surplus as per the revenue record. The State has also contended that the land was declared surplus beyond permissible area as per the Provisions of Section 4 and Section 5 of the Punjab Land Reforms Act. 1972 and has also reproduced the said section in the said affidavit. The copy of the said affidavit is Annexure A-1, from page 10 to 22 along with the said I.A. No. 145179 of 2019 filed by the Committee.

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

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

- 12. That the pleadings with affidavit & arguments of the Committee as explained in above paras are read with section 5 of the said Land Reforms Act 1972 as declaration, that company is not the owner of the lands and the lands in fact belong to the allottees/unit holders hence they are required to be assessed separately from the Company under the said Act for the purpose of calculating their holdings. That one more fact which also becomes clear from the pleadings of the Committee is that the lands are of the Unit holders and if the unit allotted to the allottees are disbursed and assessed separately for the purpose of calculation of surplus land then both the issues of the surplus land and maturity payment will lead to an end.
- 13. That is not out of place to mention here that the State of Punjab being a welfare state is duty bound to safeguard the interest of investors, lodged FIR No. 77 PS Vigilance Bureau Jalandhar on 23.12.2000. The main allegation in the FIR was that the company's objective is related to agriculture land in Punjab and assured to plant trees. This company collected the money from public and purchased this land and assured that the rights of the land will be in the favour of investors. The company did not make any development on the purchased land and most of the land is lying vacant. Nobody was given possession or any right of land whereas money was collected on the assurance of possession and right of land. Copy of said FIR No. 77 is Annexure P-6. (24-25)
- 14. That the said FIR was registered offence under Sections 420,120-B, 467, 468,471,406 of IPC & Sec 7(2) Punjab Land Reforms Act 1972. The offence under section 420 is compoundable, whereas the management of the company was also directed by the SEBI to get registered with it or wind up its business by returning the money collected under the scheme in cash or kind but the State created hindrance in compounding the said matter as the State conversant with the above fact

that the said land belong to the investors/unit holders and company has assured the right to the investors, instead of making said land available for compounding by being case property. State itself has vested the said land in the revenue record in its favour and closed all the doors of solution which led to great delay and injustice with the investors and unit holders.

- 15. That it is not out of place to mention here that number of investors/units holder aggrieved by the act of State Government i.e. declaring their land units of allottees as surplus land has approached the various courts in the States of Uttrakhand and Punjab with the directions of this Hon'ble Court vide its order dated 11.4.2011 to clear the land unitsfrom surplus pool and also directed to approach the concerned Court in this regard. Applicant is also party in the WP (C) No. 177780 of 2014 pending in the Hon'ble Punjab and Haryana High Court and the fact that allottes are the party in the writ petition were also admitted by the State of Punjab in its reply filed in IA No. 145179 of 2019 and before ADM Dehradun. It is pertinent to mention here that taking the said fact that the allottees have separate right and interest into notice the Hon'ble Court has also passed order dated 11.4.2011 in the matter of surplus land related to State of Uttrakhand and remanded the said matter to the lower court for fresh hearing. number of allottee are party before Revenue Court as per the order dated 11.4.2011 passed by this Hon'ble Court for the clearance of land units form surplus pool, having their separate ownership from company. Hence, they are liable to be assed separately under the said Reforms Act by the Revenue Court.
 - 16. That Article 300A protects by law cannot be deprived from his property by the State Government. Hence said Act of the state government is illegal, null and void in the eyes of law which deprives the units holder/Alottees from their rights in said property without even

giving the opportunity of heaving. Hence the land allotted to allottees derived from SEBI Act cannot be taken away by the state Government, as the right of the allottees is protected under the SEBI Act.

- 17. That it is pertinent to mention here that from the perusal of order dated 31.5.2000 annexed by the Committee as Annexure A3 (Pages 45-58), it is clear that the said order passed by the SDO-cum-Collector Agrarian, Hoshiarpur has passed the said order on the basis of report dated 4.8-1199 submitted by Tehsildar. The said report was taken as gospel truth by the SDO (Civil)-Cum-Collector Agrarian Hoshiarpur made no effort to verify fact whether the said land is agricultural or forest land.
- 18. That in order to get clarification on the fact that the said land situated in Village of Nari, Patiari, Dohal, Takhri, Arniala Shahpur and Kaphat etc. The unit holders have received the under RTI Act from the office of District Forest Office that the said land is forest land. Copy of said reply is Annexure P-7 (26)
- 19. That the perusal of the Photographs of the area also establish the facts that the said land is forest land. The copy of photographs of the area showing that the said land is forest land are Annexure P-8 (?7-3)
- 20. That with the reply received from the office of DFO (Annexure P-7) was placed before Tehsildar. Now he has also come out with the truth in his reply given under the RTI's Act. Regarding the nature of the land situated in Nari, Patiari, Dohal, Takhri, Arniala Shahpur and Kaphat etc. Prepared a report on the basis of concerned staff on 18.5.2011 in his reply Tehsildar has cleared the fact these villages fall under Kandi area and cannot be declared as surplus land being Natural Forest. The said land comes under the jurisdiction of Forest Department being natural forest. That it is pertinent to mention here that Section 4 and 5 of the Punjab

Preservation Act 1900 is applicable to the said area as it comes under Forest Department. The said report of the Tehsildar dated 18.5.2011 itself falsify its earlier report dated 4.8.1999 on the ground on which the said land was declared surplus. Copy of reply related to the areas of these villages shows that it cannot be declared as surplus under Act 1972. Reply of the Tehsildar is Annexure P-9 (32).

- 21. That from the above it is clear if the pleadings with affidavit and arguments of the Committee before the lower court and before this Hon'ble Court are read in conjunction with section 5 of Punjab Lands Reform Acts 1972 and Section 154 of UPZA the facts becomes clear that the company is not the owner of land and land infact it belongs to the allottees/unitholders.
- 22. That the allottees are having ownership independent of the company and liable to be assessed separately from the company under the Surplus Acts as ordered by this Hon'ble Court vide its order dated 11.4.2011.
- 23. That the fact becomes clear from the above submission. That Allottees being protected by SEBI cannot be deprived of their properties by State Government as the article 300 A of the Constitution also gives protection to the them as their right to said land units is derived under SEBI law.
- 24. That the last, but not least, very important fact becomes clear that if there is a conflict between State and Central Law on the issue of Agricultural Land then as per Article 354 the Central Law will prevail. Hence in this case also the allottees/ unit holders are well protected by the law and their right over the property cannot be grabbed by the State Government of Punjab by applying the Punjab Land Reform Act and by the Uttrakhand Government using the UPZALR Act.

PRAYER

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

- (A) Clarify that, the company (GFIL and its subsidiaries) are not the owner of land and the lands belong to the allottees/unitholders;.
- (B) Clarify that the investors/allottees have ownership of the land units separate from the company (GFIL and its subsidiaries) and are to be impleaded as necessary party in the case of lands erroneously declared surplus which are liable to be assessed separately independent in their hands as ordered by this Hon'ble Court vide order dated 11.4.2011 in the matter of surplus lands in Uttrakhand by the Revenue Court while adjudicating the issue of surplus land.
- (C) Clarify that alottees/investors being protected by SEBI law cannot be deprived of their properties by the State Government as Article 300-A of the Constitution protects the allottees as their right is derived under the SEBI law.
- (D) Clarify that as the rights of allottees/investors are derived under SEBI law, a Central legislation and in the event of State law being in conflict with it, the Central legislation shall prevail, therefore, in this case the right of allottees /unit Holders be protected from being taken away by the State Government of Punjab by applying Land Reforms Act 1972.
- (E) Any other order which Hon'ble Court deem fit may please be passed in favor of allottees in the interest of justice.

Drawn by (Harpal Singh Saini) Advocate

(M.C. Dhingra)

Advocates for Allottee/ Applicant

14-11-22

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

I.A. No. _____ of 2022 IN I.A. No. 145179 of 2019 IN Writ Petition (Civil) No. 188 of 2004

In the Matter of:

M/s Raiganj Consumer Forum

.... Petitioner

Versus

Union of India & Ors

... Respondents

AFFIDAVIT

I, Sh. Gulam Rasool Dar age 62 years s/o Sh. Ghulam Mohd Dar, Units Holder R/o Takhnawari, r/o NIT, Srinagar, J&K, presently camped at New Delhi do herby solemnly affirm and declare as under:

- 1. That I am applicant in the accompanying application and being conversant with the facts and circumstances of the case I am competent to swear this affidavit in support of accompanying application.
- 2. That I have been read over and explained in vernacular the contents of the accompanying application and say that the same are true and correct to my knowledge and nothing material has been concealed therefrom.

Deponent

Verification:-

Verified at New Delhi on 14.11.2022 solemn affirmation that the contents of the above said affidavit are true and correct to the best of my knowledge and helief and nothing has been concealed therein

knowledge and belief and nothing has been concealed therein.

Deponent



ANNEWRE: P-1.

13

Sd/- & Round Seal

Logo Satyamev Jayte

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Sd/- & Round Seal

Registrar of Companies

Registrar of Companies

Punjab, Himachal Pradesh & Chandigarh Punjab, Himachal Pradesh & Chandigarh

Certificate For commencement of Business

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

Company No. 7310

I hereby certify that Golden Forests (India) Limited

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

Given under my hand at <u>Jalandhar</u> this <u>6th</u> day of <u>March</u> One thousand nine hundred and <u>Eightv Seven</u>.

15th Phagulana, Saka 1908

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

J.S.C.I.

True sh

ESTABLISHED - 1987 REGD .No. 7310

ANNEXURE -R8/2

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

GOLDEN FORESTS

(INDIA LIMITED) A Public Limited Company

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11d. Qrts: The Golden Group Secretarial, Chandigust Extension N11-22, Changidath-Delis Highway, Mile Stone 36, (Near Ambaia) The. Rajjoura, Distr. Patiella, Fanjah Tel: Pir 01/11-240940, \$40939 Fax 0171-541824, 540935 Regd. Office: Read, Office S.C.O. 834, Golden Compiler, Shivalik Enclave, Manimajra, Chandigash (U.T.) -160101 Ph. 0172-553823, 554351 Fax 0172-554706

TERMS & CONDITIONS

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

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Between DLDEN FORESTS (INDIA) LIMITED established under the comp gistered Office at S.C.O. 834, Golden Complex, Shivalik Enclave, oup" Secretarial Chandigarh Extn. NH- 22, Chandigarh-Delhi Hi taila (Punjab.) hereinafter called the GFiL (which expression shal anaging Director, Administrator of the One Part and Mr./Mrs Successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part, Where the successor or successors and assigns) of the other part and Mr./Mrs	Manimali ghway, mil unless rision shall cas the Guerself/the mactor for GFIL has a land situ owner a coccost for sail be principal be paid to be laid to be paid to b	illestone 3 epugnant S/o unless rep iFIL is er mselves a , to GFIL application the develor agreed to ated at and dura	ion Near A to the subj. D/o. W/o ugnant to the agaged in bout the vide for the de a, Now both work for the determinant of a work for the determinant of the subject of t	Ambala, ject to of the subject to of the deciability evelopm with the p Agro-F he Unit issuring developm unit of the unit of the unit of the unit of the the unit of the unit	Teh Recontext ect or covelopm of the ent of erries t orestry Holder ment Forest	tajpura, include include include include include Agro-Fo mutually Farm/P r as unde out of K plan w t Farm s	Distr. their t/o or iclude Agro- restry orestry agree rojects r. thewat
Date of Maintenance cost Made of pay Commencement		No. of	Installment	D	ale of	last payn	nent
by GFIL only. 3. That for the purpose of the development/maintenance of A of the agreement the possession of the said land shall rem Holder shall not be entitled to interfere with the peaceful page.	Agro-Fore ain with C possession	stry Farms SFIL till A upon the	/Projects o	on the la /Agro-F hall not	and mer	ntioned i	n para 1
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3½ Years -10 Years 18% Invested 1 2 3	4 n Years	5 Years	6 Years 7	YENI .	2 foots	2 (662	
							Years
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7	independ in any manner for the developmen	Control of the contro
1	will grow other groups also on the land whi	ent/maintenance of Agro-Forestry Farms/Projects to be carried out by GFIL in the will be seasonal one and GFIL shall be the exclusive owner of the said
31	he Unit Holder shall not be entitled to bene	hose crops and GFIL shall be owner of the sale proceeds of those crops and this of any by product or output from the said Agro-Forestry Farms/Projects
	after the completion of development plan pe	eriod. eriod. subsidies received from Government/Local Government/Forestry
	Department of other agencies and the Unit I	Holder shall be entitled to any amount of such benefits.
	to % of the sale proceeds	an period, the Agro-crops/Agro-Forest will be cut and GFIL will be entitled
W.	In case any Agro-Forestry Farms/Projects a coulded to the claim of his/her/their share or	remains undeveloped due to any technical reason, the Unit Holder will be
٧	(b) That the Unit Holder will be entitled to	to percent return per annum of the security amount expiry of development plan period i.e. years only.
6.	That Unit Holder will not back out from the	te contract and in case the Unit holder will not pay the, Maintenance cost of d in Para 1 of this agreement even after three mouths from the due date of
	payment, the development plan opted by th	te Unit Holder will be treated as non-operative plan and the Unit Holder will
^	Parm on the expiry of Development plan amount paid as maintenance cost will not	nount with return and the maintenance cost paid for development of formst period from the date of execution of this agreement. The carry any return, in the case Unit Holder shall not be entitled to any sale
7.)		rther development shall be done by GFIL at its own cost. h lien or mortgage or lease of land for the refund of security amount of
1	Rs. with return as mentioned ab-	
	the Unit Holder by GFIL.	
. θ.		render all the legal documents of land provided as guarantee or mortgage or ar of GFIL after the completion of development plan period.
10.		h: without the written consent of GFIL. In case permission is granted by GFIL agreement on the same terms & conditions with GFIL.
11.		IL to apportion amount of security and Development charges within the total
11.	amount invested, without reference to him/	IL to apportion amount of security and Development charges within the total /her, so long as the total maturity value remains unchanged, have set their hands on this deed on the day month and years mentioned above
SIGNA HOLD	amount invested, without reference to him In WITNESS WHERE OF all the parties he in presence of the following witnesses. TURE/THUMB IMPRESSION OF THE U ER WITNESSES WITH ADDRESS:	Wher, so long as the total maturity value remains unchanged, have set their hands on this deed on the day month and years mentioned above. The common seal of the Golden Forests (India) Limited is hereinto affixed and Shri
SIGNA HOLD	amount invested, without reference to him In WITNESS WHERE OF all the parties he in presence of the following witnesses. TURE/THUMB IMPRESSION OF THE U	Wher, so long as the total maturity value remains unchanged, have set their hands on this deed on the day month and years mentioned above. The common seal of the Golden Forests (India) Limited is hereinto affixed and Shri
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SIGNA HOLD: 1 2 ACKNO cheque/ Land University Value: Date	amount invested, without reference to him In WITNESS WHERE OF all the parties he in presence of the following witnesses. TURE/THUMB IMPRESSION OF THE USER WITNESSES WITH ADDRESS: To be given to TO BE FILLED WLEDGED with thanks application Form with Golden Forests (DD/Bank Slip No. dated and the control of the contro	The common seal of the Golden Forests (India) Limited is hereinto affixed and Shri
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Annexure P-3 18

ANNEXURE-R8/4

GUARANTEE-CUM-PERFORMA DEED

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

Between

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

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

Now this deed witnessed as under:-

- This as per the terms and conditions of the agreement dated 25-01-1999 executed between both
 the above-said parties, G.F.I.L has taken Rs. One Lakh Twenty Three Thousand as Security
 amount and Rs. Eighty Two Thousand as development charges.
 - From the Unit Holder for development and maintenance of 109-30Marla(s)
 - Forest Farm for and on behalf of Unit-Holder (as per Clause No.1 of the said agreement) aS per schedule attached.
- 2. That the G.F.L. will develop and maintain the Forest Farm as per the terms and conditions of the above-said agreement and shall do plantation/cultivation thereon. The Trees shall be cut by G.F.I.L after completion of plan period only and G.F.I.L shall act on behalf of the Unit-Holder (AS per Clause Nos.2,3,6,4, of the said agreement) G.F.I.L well issue the Duplicate.
- 3. That after the expiry of plan period as mentioned in the said agreement, the G.F.I.L is bound to transfer the unit of Land in favour of Unit Holder after he surrenders post dated cheque issued to

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

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

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

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

1				
Address:				
Manimajra				
2		• • • • • • • • • •		
Address:	s.c.o.	834,	Golden	House,
Manimaira	(U.T.) Ch	andigarl	n	

The common Seal of the Golden Forests (I)

Ltd. here unto affixed & Sh

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

AUTHORISED SIGNATURY

Torse Coly

Readable copy of the Receipt

1/2-2000-10/4

[Matter print on preprinted paper with the text 'GOLDEN FORESTS (INDIA) LIMITED printer with water mark] 23/7/3

Head Quarter: Chandigarh Exin. NH-22, milestone 36, N. ar Ambala, (Chandigarh - Delln Highway) Teh Rajpura, Distt. Patiala (Pb.) 140401 Ph.: 0171-540940, 540937 Fax 0171-541824, 510929 ISSUE DATE RECEIPT NO. AN Agra-Foretry concern (A Public Limited Company)
(Registered under the companies Act 1956 with Registration No. 7310) Golden Forests (India) Limited (Logo of Golden Forests) 19/1/99 279 St. No. Ph. 0172-553823, 554351 Pax 0172-554706 Regd. Office S.C.O. 834, Golden Complex. Shival & Enclave, Manimajra, Chandigath (U.T.) -160101

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

				In Words	ZONE
Regd. Head Office			age money	Security + Development/Lease money	FARMS/PROJECTS
Authorized Official of	Remark			Amount Received Rupees	AGAINST
India Ltd.)	Enrolment Maturity Value	Enrolment	Maturity	Commencement	LAPSE OF PUBLIC MONEY
(Revenue Stamp with	Insurance Vilue	Relation	Age	Name of the Nomince	SECURBD CAREER
Ltd.	TEBM/MOP				SALIENT FEATURES PREE
For and cn behalf of Golden Forests (India)	Account 11 1.		Age		Scal of 07-3-99

1230855

YOU MAY NOW RATE YOURSELF

- As per crisil Grade V this rating indicates high uncertainty that the collective investment scheme will provide the assured returns in the farm of produce and/or each risk factors for the scheme are extremely high leading to the high expectation of default on maturity.
- As per Dr. Roshan Namavali (Govt. Approved evaluators and other experts, Golden Forests (India) limited and its subsidiaries are worth Re. 1500 Cremes as on 30th March 1983 against the total habilities of Rs. 974 Cong)

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

Copy of Land Unit Holder

John and

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ANNEXURE-

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

MAY 12,2000

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

Dear Sirs,

Sub: SEBI (Collective Investment Scheme) Regulation, 1999

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

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

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

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

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

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

- Direction Under Section 11B of SEBI Act, 1992 and Regulation 65 of SEBI (collective Investment Scheme) Regulations, 1999 in the interest of investors including.
- a. Requiring the person concerned not to collect any money from investors or to launch any scheme;
- b. Prohibiting the person concerned from disposing of any of the properties of the scheme acquired in violation of these regulations;

- e. requiring the person concerned to dispose of the assets of the scheme in a manner as may be specified in the directions:
- d. requiring the person concerned to refund any money or the assets to the concerned investors along with the requisite interest or otherwise, collected under the scheme;
- e. Prohibiting the person concerned from operating in a capital market from accessing the capital market for a specified period.
- 2. Initiation of prosecution under section 24 of SEBI Act 1992 which prescribes imprisonment for a term which may extend to one year, or with fine, or with both.
- 3. In case of offences by the companies, proceedings and punishment under section 27 of SEBI Act 1992 against the persons who are in charge for the conduct of the business of the company as well as the company, its directors, managers, secretary or other officers.
- 4. Penalty not exceeding Re. 1.5 lacs under section 15A(a) read with section 15-T of SEBI Act, 1992.

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

Your's faithfully

Sd/-(Anita Kapur) Regional Manager

CRITE CODY

Amnexure-P/L Annexur-A10

No. 77 P.S. Vigitance Bureau Jalandhar Date of Occurrence and time 23-12-2000 at 8:00 PM, 8:15 Pm

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

8:45 PM

- 2. By Sh. Rajwant Kumar DSP vigilance Bureau. Jalandhar
- Offence U/s 420/120-B/467/468471/406 IPC U/s 7
 Punjab Land Reform Act 1972.
- 4. Distt. Hoshiarpur
- 5. Nil
- 6. By sending through Constable/

The vhief Officer, Police Station, Vigilance Bureau, Julandhar, From reliable sources. It is known that 2 public Limited Company (Golden Forest India Ltd) having its Regstration No. 16-17512 dated 23-02-1987 Under companies Act, 1956 was registered having SCO No. 334, Mani Majru, Chandigarh and head office at Chandigarh, Delhi International Highway, 36 KM from Chandigarh (The. Rajpura, distt. Patiala) and afterwards this Gazetted industrial classification Code no. 05. The Directors are Lamber Singh S/o Sawa Singh R/o Bagamia, P.S. Bullah, District Kapurthala Harbhajan Singh Padda S/o J.S. Padda R/o Fathudninga, Kapurthala Rajesh Sayal S/o Sh. A.L. Sayal H.No. 597, Sector -B, Panchkula Rakesh Kant Sayal S/o Sh. A.L. Sayal H.No. 558, Sector -B, Panchkuta, A.L. Sayal S/o Ghamani Lal Syal, H.No. 858, Sector-B, Panchkula, S.K. Sinha, Fi.No. 358, Sector -B, Pachkula Meena Syal W/o .R.K. Sayal H.No. 858, Sector -B8, Panchkula, Smt. Bimla Syal W/o Sh. A.L. Syal, H.No. 537, Sector - 12, Panchkula, K.S. Rawa, N.K. Puri, MR. Mehta C/o Golden Forest (India) Ltd. have been directors at different times. This company's objective is related to agriculture land in Punjab and assured to plant and trees. This company collected the money from public and purchased this land and assured that the rights of the land will be in favour of investors. Investors were supposed to get their payment back in from of post dated cheques. This company any purchased the land in Teh Makerian, dist. Hoshiarpur and collected the money in the shape of fixed deposits. This company purchased around 1730 acre in Punjab. The land was purchased on Power of Attorney and power of land was paid less money while showing on Buying Deed that this land was purchased on higher rated. The company did not make any development on the purchased land and most of land is lying vacant. Nobody was give any possession any rights of the land Money was collected on the assurance of possession and right as the land. This company comes

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

True Sh

ANNEXURE P-7.

From

Asst. Public Information Officer and Superintendent, Office of Forest Divisional Officer Hoshiarpur.

To

Sh. Harpal Singh Saini, Vill. & P.O. Kakkon, Teh. & Distt. Hoshiarpur.

No. 189

Dated 19-04-2011

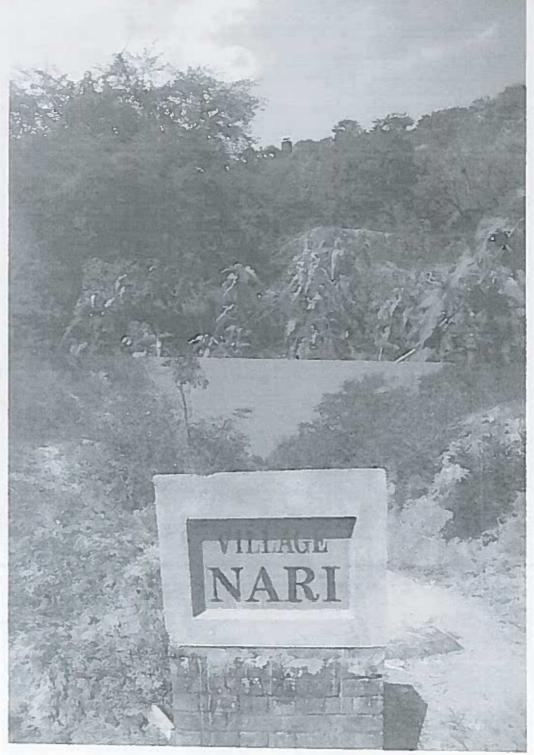
Application for seeking information under R.T.I. Act by Subject:-Sh. Harpal Singh Saini, Vill. & P.O. Kakkon, Teh. & Distt. Hoshiarpur.

In reference to subject cited above information demanded by you is as under:-

1) Vill. Patiarian, Chohal, Nari, Takhni, Arniala Shahpur and Kapahat fall under section 4 & 5 of Punjab Land Preservation Act 1900. Except the above Sr. No. 2, 3, 4, 5 did not concerned with this division.

> Public Information Asst. Officer and Superintendent, Office of Forest Divisional Officer Hoshiarpur

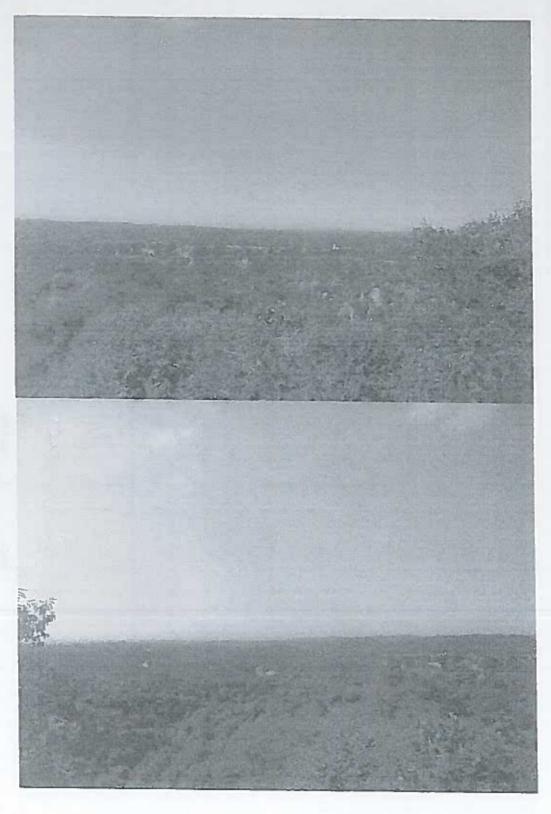
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ANNEXURE P-19

Annexure R8/11

From

dar, 32

Tehsildar, Hoshiarpur.

To

Sh. Harpal Singh Saini, Village & P.O. Kakkon, Tehsil & Distt. Hoshiarpur.

No. 499

D.K. Dated 18-05-2011

Subject:- To give the information under R.T., I.

Reference:- Reminder No. 438/Reader dated 17-03-2011 by Sub-Divisional Magistrate Hoshiarpur on the office address.

In reference to subject cited above report received regarding Village Chohal-Nari-Arniala Shahpur-Takhni and Kapahat from concerned staff. As per their report parawise answers as under:-

- 1) These all villages are falls in Kandi Areas.
- 2) In all the villages area of Forest Department, comes under the possession of Forest, complete detail must be taken from D.F.O. Department.
- 3) Information of Mad No. 3 to 5 be taken from the office of Collector Agrarian.

As per record area of Forest Department in these villages was not declared as surplus under Surplus Act 1972.

Sd/-Tehsildar Hoshiarpur

No. DK dated

A copy of the above sent to the Sub-Divisional Magistrate, Hoshiarpur for information

Total 6/m

Sd/-Tehsildar Hoshiarpur

IN THE SUPREME COURT OF INDIA CIVIL WRIT JURISDICTION

I.A. NO. _____/ 2022 IN I.A. NO.145179/ 2019 IN

WRIT PETITION (Civil) No.188 OF 2004

VERSUS

IN THE MATTER OF:

M/s Raiganj Consumer Forum

.....PETITIONER

UNION OF NDIA & ORS

....RESPONDENTS

AND IN THE MATTER OF:

Sh. Gulam Rassul Dar

.....Applicant

VAKALATNAMA

I, Sh. Gulam Rassul Dar Applicant/petitioner, do hereby retain and appoint Shri. M.C.DHINGRA, Advocate, 35, Lawyers Chambers, Supreme Court of India, New Delhi to act and appear for me/us in the above Petition on my behalf to conduct and prosecute (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 application for Review to file and obtain return of documents and to deposit and receive money on our behalf in the said appeal and application of Review and to represent me and to take all necessary steps on my behalf in the above matter. I agree to ratify all acts done by the aforesaid advocate in pursuance of this authority.

Dated this the 14th day of Nov., 2022. Accepted, identified and satisfied

(M.C. DHINGRA) ADVOCATE

[Signature] APPLICANT

MEMO OF APPEARANCE

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

Sir

Please enter my appearance on behalf of the Applicant/petitioner, in the above petition.

Dated this the 14th day of Nov., 2022.

Yours Faithfully

Code-353

ADVOCATE FOR THE APPLICANT
35, LAWYERS CHAMBER,
SUPREME COURT OF INDIA
NEW DELHI-110001
MOB:9968314898

