

**BEFORE THE PANEL OF RECOVERY OFFICERS APPOINTED UNDER
SECTION 28A OF THE SEBI ACT, 1992 DISCHARGING FUNCTIONS IN
TERMS OF THE ORDERS OF THE HON'BLE SUPREME COURT DATED
08.08.2024 AND 19.02.2026 IN C.A. No. 13301 OF 2015 IN THE MATTER
OF PACL LTD.**

IA Nos.	66425 of 2019 and 107605 of 2019
Name of the Objector(s)/Applicants	1. Gursewak Singh 2. Chand Kishore 3. Jang Bahadur Singh
MR Nos.	24961/16

Background:

1. Securities and Exchange Board of India (hereinafter referred to as "SEBI") on 22.08.2014 passed an order against the PACL Ltd., its promoters and directors, *inter alia* holding the schemes run by PACL Ltd. as Collective Investment Scheme (CIS) and directing them to refund the amounts collected from the investors within three months from the date of the order. By the said order, it was also directed that PACL Ltd. and its promoters/directors, shall not alienate or dispose of or sell any of the assets of PACL Ltd. except for the purpose of making refunds as directed in the order.
2. It was also directed vide the said order that PACL Ltd. and its promoters/ directors shall not alienate or dispose of or sell any of the assets of PACL Ltd. except for the purpose of making refunds as directed in the order.



(Handwritten signatures)

3. The order passed by SEBI was challenged by PACL Ltd. and four of its directors by filing appeals before the Hon'ble Securities Appellate Tribunal (SAT). The said appeals were dismissed by Hon'ble SAT vide its common order dated 12.08.2015, with a direction to the appellants to refund the amounts collected from the investors within three months. Aggrieved by the order dated 12.08.2015 passed by Hon'ble SAT, PACL Ltd. and its directors filed appeals before the Hon'ble Supreme Court of India.
4. The Hon'ble Supreme Court did not grant any stay on the aforesaid impugned order dated 12.08.2015 of Hon'ble SAT, however, PACL Ltd. and its promoters/directors did not refund the money to its investors. Accordingly, SEBI initiated recovery proceedings under Section 28A of SEBI Act, 1992 against PACL Ltd. and its promoters/directors vide recovery certificate no. 832 of 2015 drawn on 11.12.2015 and as a consequence thereof, all bank/demat accounts and folios of mutual funds of PACL Ltd. and its promoters/directors were attached by the Recovery Officer vide attachment order dated 11.12.2015.
5. During hearing on the aforesaid civil appeals filed by the PACL Ltd. and its directors (i.e. Civil Appeal No. 13301 of 2015 – Subrata Bhattacharya vs. SEBI and other connected matters), the Hon'ble Supreme Court vide its order dated 02.02.2016, directed SEBI to constitute a committee under the Chairmanship of Hon'ble Justice R.M. Lodha, the former Chief Justice of India, (hereinafter referred to as “**the Committee**”), for disposing of the land purchased by PACL Ltd. so that the sale proceeds can be paid to the investors, who have invested their funds in PACL Ltd. for purchase of the land. In the said civil appeals, the Hon'ble Supreme Court did not grant any stay on the orders passed by SEBI and the Hon'ble SAT. Therefore,



(Handwritten initials and signatures)

direction for refund and direction regarding restraint on the PACL Ltd. and its promoters and directors from disposing, alienating or selling the assets of the PACL Ltd., as given in the order continue till date.

6. The Committee has from time to time requested the authorities for registration and revenue of different states to take necessary steps and issue necessary directions to Land Revenue Officers and Sub-registrar offices, to not effect registration/mutation/sale/transfer, etc. of properties wherein PACL Ltd. and or its group or its associates have, in any manner right of interest.
7. Further, the Hon'ble Supreme Court vide its order dated 25.07.2016 restrained PACL Ltd. and/or its Directors/Promoters/agents/employees/Group and/or associate companies from in any manner selling/transferring/alienating any of the properties wherein PACL Ltd. has, in any manner, a right/interest situated either within or outside India.
8. In the recovery proceedings mentioned in para 4 above, the Recovery Officer issued an attachment order dated 07.09.2016, against 640 associate companies of PACL Ltd. In the said order, *inter alia*, the registration authorities of all States and Union Territories were requested not to act upon any document purporting to be dealing with transfer of properties by PACL Ltd. and/or the group/associate entities of PACL Ltd. mentioned in the Annexure to the said attachment order, if presented for registration.
9. The Hon'ble Supreme Court vide its order dated 15.11.2017 passed in C. A. No. 13301/2015 and connected matters directed that all the grievances/objections







pertaining to properties of PACL Ltd. would be taken up by Mr. R. S. Virk, District Judge (Retired).

10. On 30.04.2019, in the recovery proceedings initiated against PACL Ltd. & Ors., the Recovery Officer issued a notice of attachment in respect of 25 front companies of PACL Ltd. Thereafter, on 01.03.2021, the Recovery Officer issued another notice of attachment in respect of 32 associate companies of PACL Ltd., which included 25 front companies of PACL Ltd. whose accounts were attached vide order dated 30.04.2019.

11. The Hon'ble Supreme Court vide order dated 08.08.2024, in Civil Appeal No. 13301 of 2015 – Subrata Bhattacharya Vs. SEBI and other connected matters, has directed as under:

“.....10. Since, we had directed in our order dated 25.07.2024, that no fresh applications or objections shall be filed before or entertained by Shri R.S. Virk, District Judge (Retd.) and that the same shall be filed before the Committee, the Committee may deal with such applications/objections, if filed before it, and dispose them of as per the provisions contained under Section-28(A) of the SEBI Act.....”

12. In compliance with aforesaid order dated 08.08.2024 passed by the Hon'ble Supreme Court, all objections with respect to properties of PACL Ltd., which were pending before Shri R. S. Virk, District Judge (Retired) and all new objections, are now to be dealt by the Recovery Officers attached to the Committee.



(Handwritten signature and initials)

13. Subsequently, the Hon'ble Supreme Court passed the order dated 19.02.2026 in the matter of Subrata Bhattacharya vs. SEBI (Civil Appeal No. 13301 of 2015) directing, *inter alia*, that all interlocutory applications/Transferred Case falling under Category B, i.e. 106 sets of applications including the instant application, challenging the recommendations of Shri R.S. Virk (Retd.), be placed before the Recovery Officers appointed under Section 28A of the SEBI Act, 1992. Accordingly, all such applications, including the instant application, are now to be dealt by the Recovery Officers appointed under Section 28A of the SEBI Act, 1992 in the matter of PACL Ltd. for discharging functions in terms of the Orders of the Hon'ble Supreme Court dated 08.08.2024 and 19.02.2026 in C.A. No. 13301 of 2015.

Proceedings before Shri R.S. Virk, District Judge (Retd.):

14. The instant application has been filed by (1) Gursewak Singh, S/o Ujjagar Singh, R/o Jarnail enclave, Zirakpur, Tehsil Dera Basi, District SAS Nagar, Mohali, Punjab, (2) Chand Kishore, S/o Ram Ji Das, R/o Village Baltana, M.C Zirakpur, Tehsil Dera Basi, District SAS Nagar, Mohali, Punjab (3) Jang Bahadur Singh, S/o Pyara Singh, R/o Village Moli Jagran, Chandigarh ("applicants"), challenging order dated 21.02.2018 passed by Shri R.S. Virk, District Judge (Retd.). The applicants are objecting to the inclusion of property consisting of three land parcels in the list of properties under auction by the committee. These three land parcels are situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008 ("impugned property"):



- 14.1. Land parcel admeasuring 06 Bigha, 05 Biswa, 8 Biswansi under revenue record in Khata no. 58/132 which is 2508/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2), admeasuring 15 Bigha 14 Biswa (“**Property 1**”);
- 14.2. Land parcel admeasuring 4 Bighas 00 Biswas which is an 80/314 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2), admeasuring 15 Bigha 14 Biswa (“**Property 2**”);
- 14.3. Land parcel admeasuring 05 Bighas 09 Biswas 02 Biswansis representing 2182/6280 share out of total area measuring 15 Bighas 14 Biswas (“**Property 3**”).
15. A residential colony known as "Sai Enclave", was constructed on approximately 15 Bighas 14 Biswas (3.24 acres) of the impugned property. The aforementioned colony in the impugned property was officially approved and regularized by the Deputy Director, Local Government-cum-Competent Authority, Patiala, vide structural regularization certificate No. E.O/115 dated 16.04.2014. "Sai Enclave" is subdivided into 138 distinct residential plots. As per the objection petition filed before Shri R.S. Virk, District Judge (Retd.), the impugned property as well as other land parcels forming part of several other Khata Nos. and survey nos. admeasuring 40 Bighas, 02 Biswa, 10 Biswansi were included in the list of properties to be auctioned by the Committee as per documents seized under MR Nos. 24961/16. Shri R.S. Virk, District Judge (Retd.), dismissed the Objection Petition vide Order dated 21.02.2018 (“impugned order”), *inter alia*, on the ground that the title documents in favour of the applicants had not been produced with the Objection Petition.



(Handwritten signature and initials)

The IA filed before the Hon'ble Supreme Court

16. The Objector, therefore, has filed the IA Nos. 66425 of 2019 and 107605 of 2019, before the Hon'ble Supreme Court in the matter of Subrata Bhattacharya vs. SEBI (*Supra*). Thereafter, the Hon'ble Supreme Court passed the order dated 19.02.2026 directing, *inter alia*, that all interlocutory applications/Transferred Cases falling under Category B, i.e. 106 sets of applications including the instant application, challenging the recommendations of Shri R.S. Virk (Retd.), shall be placed before the Recovery Officers appointed under Section 28A of the SEBI Act, 1992.

17. In compliance with the directions of the Hon'ble Supreme Court, the applicant was granted an opportunity of hearing on 08.04.2026. On a perusal of the available records, it was observed that the title documents and relevant revenue records in support of the title and possession of the applicant in the impugned property were not filed by the applicant. Thus, the hearing in the matter was rescheduled to 15.04.2026. Thereafter, based on the AR's requests vide emails dated 09.04.2026, 13.04.2026, the hearing was rescheduled to 06.05.2026 vide email dated 27.04.2026. During the hearing held on 06.05.2026, the applicant was represented by an authorised representative ('AR'). The title documents and relevant revenue records submitted by the applicants vide email dated 01.05.2026. During the hearing, the AR made submissions on the lines of averments made in the IA and submitted as under:

- a) AR has submitted that the Objectors/IA applicants had purchased the impugned property vide registered Sale Deed dated 28.08.2014. The AR submitted that the vendor of the Objectors/IA applicants i.e. Castle Infraestates Private Limited had purchased the impugned property at Village Golu Majra, Tehsil Derabassi, District S.A.S. Nagar (Mohali), Punjab, from M/s Omaxe Limited.



- b) The AR submits that there was a restriction on changing the revenue records of the impugned property due to the ongoing PACL matter but later on, vide letter dated 02.02.2018 issued by District Revenue Officer, the revenue endorsement restricting sale was removed in respect of the impugned property. Thereafter, the Objectors/IA applicants and the subsequent owners of plots in the impugned land had recorded their names in the revenue records.
- c) The AR placed reliance upon the orders passed by Shri R.S. Virk, District Judge (Retd.) in the matters of Joginder Singh (Order dated 30.07.2018 in File No. 520) and Golden Estate & Ors. (Order dated 16.07.2018 in File No. 459) wherein there was a finding that Castle Infraestates Private Limited was not a PACL associate.
- d) Based on the aforementioned orders, AR submitted that in both the cases, the Objectors therein had purchased properties prior to the Hon'ble Supreme Court's order in Civil Appeal No. 13301 of 2015 – Subrata Bhattacharya vs. SEBI and other connected matters, and Shri R.S. Virk, District Judge (Retd.) was pleased to allow the said Objections. Thus, the AR has submitted that on similar lines, the impugned property should be removed from the list of PACL properties proposed for auction.
- e) AR also requested 7 days' time to file documents required in the matter i.e. Sale deed dated 28.08.2014 between M/s Castle Infraestates and Gursewak Singh (Original vernacular), the income tax returns of the Objectors/IA applicants for the aforementioned relevant years, the copies of Letter dated 02.01.2018 issued



(Handwritten mark)

(Handwritten signature)

(Handwritten mark)

by Patwari (original vernacular), copies of Letter dated 02.02.2018 issued by District Revenue Officer (original vernacular), copies of the Jamabandi record/land records/mutation (original vernacular), copies of the revenue office record (original vernacular), and Bank statements evidencing payment of consideration in favour of Castle Infraestates Private Limited. The AR also stated that Objectors/IA applicants shall furnish affidavits affirming that they are not PACL affiliates/agents/associates or connected entities of PACL.

18. Subsequently, the applicant submitted additional documents vide emails dated June 04, 2026 and June 05, 2026 enclosing the vernacular version of the GPAs in favour of the applicants dated 23.04.2018 & 21.07.2014, Sale deed dated 28.08.2014 between M/s Castle Infraestates and Gursewak Singh, the income tax returns of the Objectors/IA applicants for the aforementioned relevant years, the copies of Letter dated 02.01.2018 issued by Patwari, copies of Letter dated 02.02.2018 issued by District Revenue Officer, copies of the Jamabandi record/land records/mutation, copies of the revenue office record, and Bank statements evidencing payment of consideration in favour of Castle Infraestates Private Limited.

19. In order to decide the IA, the Panel perused the documents i.e., copy of registered Sale Deed covered under MR No. 24961/16 seized by the Committee, details whereof are as under:

Sr. No.	MR No.	Description of Document	Seller	Buyer	Property as per Schedule	Consideration (Rs.)
1	24961/16	Registered Sale Deed No. 17085/2011 dated 18.03.2011	M/s Omaxe Limited. through its Authorised Signatory	Castle Infraestates Private Limited through its Authorized	a) Khata No. 58/132, Khasra No. 180(4-0), 181(4-0), 821(2-12), 822(4-0), 823(4-0), 824(5-2), total 06 plots,	Total: 7,20,00,000/- a) 01,00,00,000/- (One Crore Only) paid via State Bank of India, Derabassi/10739, R.



*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Sr. No.	MR No.	Description of Document	Seller	Buyer	Property as per Schedule	Consideration (Rs.)
			Rajesh Aggarwal	Signatory Mr. Mainpal Singh Rana	<p>total area 23 Bigha - 14 Biswa</p> <p>b) Khata No. 51/108, Khasra No. 1047/879(1-8), 1048/880(3-5), 1054/883(1-6), 1056/886(1-6), 884(3-8), 885(4-18), total 06 plots, total area 15 Bigha - 11 Biswa</p> <p>c) Khata No. 79/177, Khasra: 500(1-9), 509(0-2), total 02 plots, 63/217 share of total area 01 Bigha - 11 Biswa, measuring 00 Bigha - 09 Biswa</p> <p>d) Khata No. 78/176, Khasra: 185(2-5), 170/900 share, measuring 00 Bigha - 08 Biswa - 10 Biswansi</p> <p>Total area 40 Bighas, 02 Biswa, 10 Biswansi</p>	<p>Franklin Transaction No: 409701, dated March 18/03/2011</p> <p>b) 01,00,00,000/- (One Crore Only) paid via Cheque No: 237403, dated 10/10/2010. Bank: ICICI Bank Limited.</p> <p>c) 06,00,00,000/- (Six Crore Only) paid via Pay Order No: 003977, dated 18/03/2011</p> <p>d) 10,00,000/-paid via Cheque No: 795101, dated 24/02/2011</p> <p>e) 10,00,000/-paid via Cheque No: 795102, dated 24/02/2011</p>

20. From the aforesaid, it is noted that on March 18, 2011, M/s Omaxe Limited (represented by Rajesh Aggarwal), the vendor, transferred ownership of agricultural land located at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab under Khata No. 58/132, Khasra Nos. 180(4-0), 181(4-0), 821(2-12), 822(4-0), 823(4-0), 824(5-2), Khata No. 51/108, Khasra Nos. 1047/879(1-8), 1048/880(3-5), 1054/883(1-6), 1056/886(1-6), 884(3-8), 885(4-18),



*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Khata No. 79/177, Khasra Nos. 500(1-9), 509(0-2), Khata No. 78/176, Khasra Nos: 185(2-5), 170/900, measuring 40 Bigha, 2 Biswa, and 10 Biswansi to the vendee, M/s Castle Infraestates Pvt. Ltd. (represented by authorized signatory Mainpal Singh Rana). The total sale consideration for the property was Rs. 7,20,00,000/- (Rupees Seven Crore Twenty Lakh only) which was recorded in the said sale deed as having been paid through banking channels. The aforementioned Omaxe Limited and Castle Infraestates Pvt. Ltd. were associates of PACL Ltd.

21. It is submitted by the applicants that they had acquired title and interest in the impugned property by way of following title documents/instruments:

Document No. and Date	Vendor / Transferor	Purchaser	Property Details (Village Gholumajra, Tehsil Dera Bassi)	Total Consideration (In Rs.)
Registered Sale Deed No. 5764 dated 25.08.2014	M/s Castle Infraestates Pvt. Ltd. (Through Authorized Representative Gurpreet Singh)	1) Gursewak Singh 2) Jung Bahadur Singh 3) Chand Kishore	Area: 6 Bighas 05 Biswas 08 Biswansi carved from Khasra Nos. 821, 822, 823, and 824; Khata No. 58/132 which is 2508/6280 share of the total area admeasuring 40 Bigha, 2 Biswa, and 10 Biswansi.	Rs. 40,00,000/- 1. Rs. 10,00,000/-Cheque No. 529388, Dt. 21-07-2014. State Bank of Patiala Branch Zirakpur 2. Rs. 7,00,000/-Cheque No. 529388, Dt. 21-07-2014. Canara Bank, Branch Zirakpur 3. Rs. 5,00,000/-Cheque No. 529392, Dt. 25-08-2014. State Bank of Patiala Branch Zirakpur 4. Rs. 9,00,000/-Cheque No. 003747, Dt. 25-08-2014. Federal Bank, Branch Zirakpur,



*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Document No. and Date	Vendor / Transferor	Purchaser	Property Details (Village Gholumajra, Tehsil Dera Bassi)	Total Consideration (In Rs.)
				5. Rs. 5,00,000/-Cheque No. 003748, Dt. 25-08-2014. Federal Bank, Branch Zirakpur, 6. Rs. 4,00,000/-Cheque No. 442093, Dt. 25-08-2014. Karnataka Bank, Branch Sector-11, Panchkula
Registered Sale Deed No. 4908 dated 28.07.2014	Harjinder Singh (As General Power of Attorney Holder for M/s Castle Infraestates Pvt. Ltd.)	1) Jang Bahadur Singh 2) Kulwinder Singh	Area: 4 Bighas 00 Biswas which is an 80/314 share out of a total tract admeasuring 15 Bighas 14 Biswas in Khasra Nos. 821, 822, 823, and 824.	Rs. 25,00,000/- Rs. 7,93,750/- Cheque No. 831837, Dt. 28-01-2014. Canara Bank, Branch Zirakpur Rs. 10,00,000/- Cheque No. 910676, Dt. 28-01-2014. Union Bank of India, Chandigarh Rs. 7,06,250/- Cheque No. 910677, Dt. 23-01-2014. Union Bank of India, Chandigarh
Registered GPA No. 191/4 dated 21.07.2014	M/s Castle Infraestates Pvt. Ltd. (Gurpreet Singh)	1)Harjinder Singh 2)Gursewak Singh	05 Bighas 09 Biswas 02 Biswansis which is 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area admeasuring 15 Bighas 14 Biswas.	None
Total Consideration				Rs. 65,00,000/-



22. The title to the impugned property initially belonged to M/s Castle Infraestates Pvt. Ltd., which was a PACL associate entity, having acquired the land from M/s Omaxe Limited vide a registered Sale Deed dated 18.03.2011. The revenue record (Jamabandi for the year 2012-13) unequivocally confirms the mutation of ownership in favor of the vendor under Mutation Nos. 1379 and 1380. Subsequently, the applicants purchased the impugned property from M/s Castle Infraestates Pvt. Ltd. through registered sale deeds executed in 28.07.2014 and 25.08.2014, and obtained rights as power agent of M/s Castle Infraestates Pvt. Ltd. vide registered GPA dated 21.07.2014. The payment of consideration as described above, i.e., total amount of Rs. 65,00,000/- in respect of the transaction, was paid through banking channels as shown in table above. Thus, as per the transaction, the applicants acquired rights, title and interest in the impugned property prior to the Hon'ble Supreme Court's order dated 02.02.2016 in the matter of **Subrata Bhattacharya vs. SEBI (Supra)**. On 02.02.2016 and order dated 25.07.2016, the Hon'ble Supreme Court directed the constitution of the Justice (Retd.) R.M. Lodha Committee to attach and auction properties of PACL Ltd. and restrained PACL Ltd. and/or its Directors/Promoters/agents/employees/Group and/or associate companies from in any manner selling/transferring/alienating any of the properties wherein PACL Ltd. has, in any manner, a right/interest situated either within or outside India.
23. It emerges from the title documents submitted by the applicants that they became owners of 10 Bighas, 5 Biswas and 8 Biswansi of land in the impugned property vide registered Sale Deeds executed in 28.07.2014 and 25.08.2014. In addition to that, the applicants, Harjinder Singh and Gursewak Singh, became power agents for M/s Castle Infraestates Pvt. Ltd. vide registered GPA No. 191/4 dated 21.07.2014 in respect of remaining 05 Bighas 09 Biswas 02 Biswansis of land in the impugned



property. The impugned property was dealt with and further conveyed to the following allottees vide registered sale deeds, details of which are as under:

Table of Plot Owners

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 5211 Dated: 21.03.2017	Chand Kishor	Balram Singh	Plot No. 03, Sai Enclave, Village Gholumajra. Size: 26 Ft x 33 Ft. Area: 95.33 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 18 Biswasi	2,00,000/-	Cheque (Rs. 1,00,000/- via Cq No: 776885 Dt: 22/01/2017 & Rs. 1,00,000/- via Cq No: 776887 Dt: 21/03/2017; Karnataka Bank Ltd, Mohali)
Sale Deed No. 3105 Dated: 16.06.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Smt. Usha Sharma	Plot No. 7, Sai Enclave, Village Gholumajra. Size: 26 Ft x 33 Ft. Area: 95.33 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 18 Biswasi	6,86,376/-	Cheque (Rs. 50,000/- via Cq No: 684894 Dt: 16-06-2014, PNB Sec-28 Chd & Rs. 4,15,000/- via Cq No: 867608 Dt: 31-05-2014, Axis Bank; Rs. 2,21,376/- before Sub-Registrar mode unspecified)
Sale Deed No. 1702 Dated: 15.05.2014	Harjinder Singh (GPA holder for M/s Castle Infraestates Pvt. Ltd.)	Sh. Sanjeev Kumar	Plot No. 10, Sai Enclave, Village Gholumajra. Size: 21 Ft x 33 Ft. Area: 77 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswansi	1,44,000/-	Cash



*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 5200 Dated: 05.08.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Smt. Ram Kali	Plot No. 20 & 21, Sai Enclave, Village Gholumajra. Size: 21 Ft x 33 Ft each. Area: 154 Sq. Yards. Land Share: 0 Bigha, 03 Biswa, 2 Biswasi	2,84,900/-	Cheque (Rs. 2,84,900/- via Cq No: 003303 Dt: 05/08/2014; Karnal Centurial Co-Operative Bank Ltd, Goradha)
Sale Deed No. 1701 Dated: 15.05.2014	Harjinder Singh (GPA holder for M/s Castle Infraestates Pvt. Ltd.)	Smt. Ramrati	Plot No. 29, Sai Enclave, Village Gholumajra. Size: 16 Ft x 33 Ft. Area: 58.66 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 3½ Biswasi	1,10,000/-	Cash
Sale Deed No. 8720 Dated: 27.01.2015	Gursewak Singh	Sh. Ram Saroop	Plot No. 43, Sai Enclave, Village Gholumajra. Size: 21 Ft x 32 Ft. Area: 74.67 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswasi	5,00,000/-	Cash
Sale Deed No. 5753 Dated: 25.08.2014	Gursewak Singh (GPA holder for M/s Castle Infraestates Pvt. Ltd.)	Smt. Bimla Thakur	Plot No. 44, Shay Enclave, Village Gholumajra. Size: 21 Ft x 32 Ft. Area: 74.67 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswasi	1,40,000/-	Cash



P

sw

I

*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 4020 Dated: 04.07.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Sh. Jai Bhagwan	Plot No. 49, Sai Enclave, Village Gholumajra. Size: 21 Ft x 32 Ft. Area: 74.66 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswasi	1,39,000/-	Cash
Sale Deed No. 6035 Dated: 02.09.2014	Harjinder Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Hardev Singh & Sikander Singh (Equal Share)	Plot No. 56 & 57, Shay Enclave, Village Gholumajra. Size: 42 Ft x 32 Ft. Area: 149.33 Sq. Yards. Land Share: 0 Bigha, 03 Biswa	2,77,500/-	Cash
Sale Deed No. 5764 Dated: 25.08.2014	M/s Castle Infraestates Pvt. Ltd. through Harjinder Singh, GPA holder	Smt. Neera Randev	Plots No. 70, 71, 72, Village Gholumajra. Size: 26 Ft x 33 Ft each. Area: 286 Sq. Yards total. Land Share: 0 Bigha, 05 Biswa, 14 Biswasi	5,30,000/-	Cash
Sale Deed No. 6038 Dated: 02.09.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Smt. Poonam Saini	Plot No. 86, Sai Enclave, Village Gholumajra. Size: 21 Ft x 33 Ft. Area: 77 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 11 Biswasi	1,42,500/-	Cheque (Rs. 1,42,500/- via Cq No: 239159 Dt: 02-09-2014; HDFC Bank)



✓

[Signature]

[Signature]

*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 4203 Dated: 09.07.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Sh. Ombir Singh	Plot No. 92, Sai Enclave, Village Gholumajra. Size: 16 Ft x 33 Ft. Area: 58.67 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 3 Biswasi	1,11,000/-	Cash
Sale Deed No. 623 Dated: 20.05.2015	Gursewak Singh	Smt. Sunita Rawat	Plot No. 99, Sai Enclave, Village Gholumajra. Size: 26 Ft x 32 Ft. Area: 92.44 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 17 Biswasi	7,30,500/-	Cheque (Rs. 50,000/- via Cq No: 071945 Dt: 19-05-2015, Punjab & Sind Bank & Rs. 4,35,000/- via Cq No: 333738 Dt: 18-05-2015, Axis Bank Ltd; Rs. 2,10,000/- advance mode unspecified)
Sale Deed No. 8114 Dated: 09.12.2014	Jang Bahadur Singh	Sh. Ajay Kumar	Plot No. 101, Sai Enclave, Village Gholumajra. Size: 26 Ft x 32 Ft. Area: 92.44 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 17 Biswasi	1,72,050/-	Cash
Sale Deed No. 3062 Dated: 30.11.2015	Chand Kishor	Smt. Chameli Devi	Plot No. 108, Sai Enclave, Village Gholumajra. Size: 21 Ft x 32 Ft. Area: 74.67 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswasi	5,67,492/-	Cheque (Rs. 3,50,000/- via Cq No: 848757 Dt: 26-11-2015, Axis Bank Ltd; Rs. 2,17,492/- advance/unspecified mode)



24. The applicants became owners of Property 1 and Property 2 admeasuring 10 Bighas, 5 Biswas and 8 Biswansi after purchasing the property from M/s. Castle Infraestates Pvt. Ltd. in 2014 vide registered Sale Deed No. 5764 dated 25.08.2014 and registered Sale Deed No. 4908 dated 28.07.2014. Out of the total land in Property 1 and Property 2, the applicants executed registered sale deeds nos. 8720, 623, 8114, 3062 in 2015 in favour of 5 persons in respect of plots collectively admeasuring a total area of 8 Biswa, and 12 Biswansi Further, in respect of Property 3, vide registered sale deeds, Mr. Harjinder Singh and Mr. Gursewak Singh (applicants herein), acting on behalf of M/s. Castle Infraestates Pvt. Ltd., have executed Sale Deeds in 2014 (shown in the table of plots above) in respect of plots (total area of all the plots: 1 Bigha, 2 Biswa, and 1.5 Biswansi) carved within the Property 3 in favour of 11 persons mentioned hereinbefore.
25. As per the records available at the Ministry of Corporate Affairs (MCA) website on the date of this order, the name of the Noticee has been struck off from the list of companies by the Registrar of Companies, New Delhi (“RoC”) and the status of the Noticee is shown as “struck off”.
26. It is observed that as per the Public Notice (Form No. STK-7 ref. no. ROC/DELHI/248(5)/STK-7/4865 dated 08.08.2018), issued by RoC in terms of sub-section (5) of section 248 of the Companies Act, 2013 and rule 9 of the Companies (Removal of Names of companies from the Register of Companies) Rules, 2016, the name of the M/s. Castle Infraestates Pvt. Ltd. was mentioned in the list of 24,280 struck off entities at **Sl. No. 4125** under CIN U45200HR2011PTC042216. As per the said Public Notice, M/s Castle Infraestates Pvt. Ltd. had been struck off the register of companies. In view of the above, it is clear that the name of M/s Castle



Infraestates Pvt. Ltd. has been struck-off by the RoC and consequently it stands dissolved.

27. As per Black's Law Dictionary 'dissolution' amounts to termination of the legal existence of a company. I further note that as per Section 248 of the Companies Act, 2013, "strike off" essentially means removing the name of the company from the Register maintained by the ROC. It amounts to dissolution of the company and the company ceases to exist in the eyes of law after being struck-off. In this context, I would like to draw reference to the judgment of the Hon'ble Delhi High Court in the matter of *Commissioner of Income Tax (CIT) vs Vived Marketing Services (P) Ltd.*, ITA NO. 273/2009 dated September 17, 2009 in which it was held that - "...When the Assessing Officer passed the order of assessment against the respondent company, it had already been dissolved and struck off the register of the Registrar of companies under Section 560 of the Companies Act. In these circumstances, the Tribunal rightly held that there could not have been any assessment order passed against the company which was not in existence as on that date in the eyes of law it had already been dissolved. We are of the opinion that the view taken by the Tribunal is perfectly valid and in accordance with law."

28. A reference can be made to the principles governing the termination of agency by operation of law as per Section 202 of Indian Contract Act, 1872, which apply equally to the dissolution of a corporate body as they do to the demise of a natural person. In the present case, vide RoC Notice Form No. STK-7 (Ref. No. ROC/DELHI/248(5)/STK-7/4865) dated 08.08.2018, the corporate principal, M/s Castle Infraestates Pvt. Ltd., was officially struck off from the Register of Companies under Section 248(5) of the Companies Act, 2013. Under Indian jurisprudence, the



striking off of a company marks its corporate dissolution or "civil death," thereby instantly dissolving its legal persona.

29. Consequent to this corporate dissolution on 08.08.2018, and in accordance with the statutory mandate of Section 201 of the Indian Contract Act, 1872, the registered General Power of Attorney dated 21.07.2014, executed by the company through its Authorized Person, Mr. Gurpreet Singh, in favor of Mr. Harjinder Singh and Mr. Gursewak Singh, stood automatically terminated and extinguished by operation of law. The official publication of the aforementioned STK-7 notice serves as conclusive proof that the corporate principal had ceased to exist, rendering the said GPA legally dead, non-enforceable, and incapable of vesting any continuing authority in the named attorneys from that date forward.

30. Furthermore, following the rationale crystallized by the judgement of Hon'ble Supreme Court in *M.S. Ananthamurthy & Anr. vs. J. Manjula*. (Civil Appeal Nos. 3266-3267 of 2025; Judgement dated 27.02.2025), a power of attorney automatically terminates upon the "death" of the principal. As per the said ruling, a power of attorney can only be saved from automatic termination upon the death of the principal if it satisfies the strict threshold of an irrevocable agency coupled with interest under Section 202 of the Indian Contract Act, 1872. A perusal of the recitals and endorsements of the registered GPA dated 21.07.2014 explicitly reveals that "no possession has been transferred, and no financial transaction has taken place" at the time of its execution. We also find that the applicants have failed to produce any registered sale deed by the vendor/owner M/s Castle Infraestates Pvt. Ltd. in respect of properties covered under registered GPA dated 21.07.2014. The said document did not transfer any right, title, or interest in the subject land measuring 05 Bighas



09 Biswas 02 Biswansis to the attorneys, nor was it executed to secure any pre-existing independent benefit or debt for the agents. It merely granted an administrative and operational authority to the Donees to manage, execute deeds, enter deals, and handle documentation strictly on the corporate donor's behalf. Therefore, the protection under Section 202 is completely inapplicable to the present transaction.

31. Since the registered GPA dated 21.07.2014 was a purely revocable contract of agency not coupled with any proprietary or financial interest, it could not survive the civil death of the corporate principal. Consequently, from 08.08.2018 onwards, the GPA agents, Mr. Harjinder Singh and Mr. Gursewak Singh (applicants herein), were entirely stripped of their legal authority. Therefore, from 08.08.2018 onwards, the applicants did not have any authority to enter into contracts or conveyance attempted either individually or jointly under the said GPA dated 21.07.2014, and any such contract would amount to a total legal nullity, *ultra vires*, and *void ab initio*. Further, in any case, from 02.02.2016 onwards, any transfer of the land parcel covered under registered GPA dated 21.07.2014, being property owned by M/s. Castle Infraestates Pvt. Ltd., was prohibited as per the Hon'ble Supreme Court's orders passed on 02.02.2016 and 25.07.2016 in the matter of **Subrata Bhattacharya vs. SEBI (Supra)**.

32. It is noted that on the strength of registered GPA dated 21.07.2014, Mr. Harjinder Singh and Mr. Gursewak Singh (applicants herein), acting on behalf of M/s. Castle Infraestates Pvt. Ltd., have executed Sale Deeds in 2014 (shown in the table of plots above) in respect of plots (total area of all the plots: 1 Bigha, 2 Biswa, and 1.5 Biswansi) carved within the impugned property in favour of 11 persons mentioned



hereinbefore. For ease of reference, the said 11 plot owners who were sold land parcels out of land covered under registered GPA dated 21.07.2014 are as under:

Table of Plots sold under registered GPA No. 191/4 dated 21.07.2014

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 3105 Dated: 16.06.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Smt. Usha Sharma	Plot No. 7, Sai Enclave, Village Gholumajra. Size: 26 Ft x 33 Ft. Area: 95.33 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 18 Biswasi	6,86,376/-	Cheque (Rs. 50,000/- via Cq No: 684894 Dt: 16-06-2014, PNB Sec-28 Chd & Rs. 4,15,000/- via Cq No: 867608 Dt: 31-05-2014, Axis Bank; Rs. 2,21,376/- before Sub-Registrar mode unspecified)
Sale Deed No. 1702 Dated: 15.05.2014	Harjinder Singh (GPA holder for M/s Castle Infraestates Pvt. Ltd.)	Sh. Sanjeev Kumar	Plot No. 10, Sai Enclave, Village Gholumajra. Size: 21 Ft x 33 Ft. Area: 77 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswansi	1,44,000/-	Cash
Sale Deed No. 5200 Dated: 05.08.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Smt. Ram Kali	Plot No. 20 & 21, Sai Enclave, Village Gholumajra. Size: 21 Ft x 33 Ft each. Area: 154 Sq. Yards. Land Share: 0 Bigha, 03 Biswa, 2 Biswasi	2,84,900/-	Cheque (Rs. 2,84,900/- via Cq No: 003303 Dt: 05/08/2014; Karnal Centurial Co-Operative Bank Ltd, Goradha)



*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 1701 Dated: 15.05.2014	Harjinder Singh (GPA holder for M/s Castle Infraestates Pvt. Ltd.)	Smt. Ramrati	Plot No. 29, Sai Enclave, Village Gholumajra. Size: 16 Ft x 33 Ft. Area: 58.66 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 3½ Biswasi	1,10,000/-	Cash
Sale Deed No. 5753 Dated: 25.08.2014	Gursewak Singh (GPA holder for M/s Castle Infraestates Pvt. Ltd.)	Smt. Bimla Thakur	Plot No. 44, Shay Enclave, Village Gholumajra. Size: 21 Ft x 32 Ft. Area: 74.67 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswasi	1,40,000/-	Cash
Sale Deed No. 4020 Dated: 04.07.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Sh. Jai Bhagwan	Plot No. 49, Sai Enclave, Village Gholumajra. Size: 21 Ft x 32 Ft. Area: 74.66 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 10 Biswasi	1,39,000/-	Cash
Sale Deed No. 6035 Dated: 02.09.2014	Harjinder Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Hardev Singh & Sikander Singh (Equal Share)	Plot No. 56 & 57, Shay Enclave, Village Gholumajra. Size: 42 Ft x 32 Ft. Area: 149.33 Sq. Yards. Land Share: 0 Bigha, 03 Biswa	2,77,500/-	Cash



*Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026*

Document No. and Date	Vendor / Transferor	Purchaser	Description & Plot Area Details	Total Consideration (In Rs.)	Payment mode
Sale Deed No. 5764 Dated: 25.08.2014	M/s Castle Infraestates Pvt. Ltd. through Harjinder Singh, GPA holder	Smt. Neera Randev	Plots No. 70, 71, 72, Village Gholumajra. Size: 26 Ft x 33 Ft each. Area: 286 Sq. Yards total. Land Share: 0 Bigha, 05 Biswa, 14 Biswasi	5,30,000/-	Cash
Sale Deed No. 6038 Dated: 02.09.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Smt. Poonam Saini	Plot No. 86, Sai Enclave, Village Gholumajra. Size: 21 Ft x 33 Ft. Area: 77 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 11 Biswasi	1,42,500/-	Cheque (Rs. 1,42,500/- via Cq No: 239159 Dt: 02-09-2014; HDFC Bank)
Sale Deed No. 4203 Dated: 09.07.2014	Gursewak Singh (GPA holder for M/s Castle Infra Estates Pvt. Ltd.)	Sh. Ombir Singh	Plot No. 92, Sai Enclave, Village Gholumajra. Size: 16 Ft x 33 Ft. Area: 58.67 Sq. Yards. Land Share: 0 Bigha, 01 Biswa, 3 Biswasi	1,11,000/-	Cash

33. As mentioned in the table above, the payment of consideration is recorded in the covenants of the sale deeds executed in favour of the plot owners. In respect of these plots, 8 purchasers have paid the consideration in cash, while 3 persons have made payments through banking channels towards the consideration. With regard to the fact that the sale consideration for the said transaction being done in cash, it is noteworthy to refer to a recent judgment dated September 01, 2025 passed by the Hon'ble Supreme Court in *Georgekutty Chacko vs. M.N. Saji* (Civil Appeal No.11309 of 2025) wherein it was ruled that it "*is not uncommon that in money*



transactions, there is a component of cash also involved and just because a person is not able to prove the transfer through official modes i.e., through any negotiable instrument or bank transaction, would not lead to the conclusion that such amount was not paid through cash especially when there was a categorical statement to this effect by the appellant before the Court concerned. Moreover, the initial presumption of legally enforceable debt comes from the Negotiable Instruments Act, 1881 also and thus the onus is on the respondent to prove that no such amount was given."

Drawing reference to the same, we find that the payment made in cash by the plot owners in the year 2014 cannot, by itself, be treated as suspicious or non-genuine. As observed by the Hon'ble Supreme Court in the above judgement, the absence of a bank transaction does not disprove a transaction when a categorical statement is made by the parties. Since the aforesaid sale deeds in favour of the plot owners were executed by the applicants prior to 02.02.2016 when there was no restriction on said alienation of land and were based on a registered GPA which was valid in 2014, we find merit in the applicants' submission that plots covered by the aforesaid sale deeds covering a total area admeasuring 1 Bigha, 2 Biswa, and 1.5 Biswansi (covered under the registered GPA No. 191/4 dated 21.07.2014) of land being part of land recorded under revenue record in Khata no. 58/132, representing 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab, should be released from the list of properties under auction by the Committee. At the same time, we note that the applicants have failed to produce any evidence that the remainder of the land parcel admeasuring 4 Bighas, 7 Biswas, and 0.5 Biswansi, have been conveyed by M/s. Castle Infraestates Pvt. Ltd., whether through the applicants, who are GPA holders,



or directly. Further, the aforementioned GPA has become a nullity in the eyes of law since 08.08.2018 when M/s. Castle Infraestates Pvt. Ltd. was struck off by RoC. Thus, we find that the applicants do not have any legally tenable claim in respect of land admeasuring 4 Bighas, 7 Biswas, and 0.5 Biswansi (covered under the registered GPA No. 191/4 dated 21.07.2014), being part of land recorded under revenue record in Khata no. 58/132, representing 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab.

34. It is further noted that the aforesaid, vide sale deeds dated 25.08.2014 and 28.07.2014 applicants became owners of land in the impugned property to the extent of 10 Bighas, 5 Biswas and 8 Biswansi, being part of land recorded under revenue record in Khata no. 58/132, representing 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab, out of which the applicants further executed registered sale deeds nos. 8720, 623, 8114, 3062 in 2015 in favour of 5 persons in respect of plots collectively admeasuring a total area of 8 Biswa, and 12 Biswansi. We find that in respect of the aforesaid land parcel in the impugned property admeasuring 10 Bighas, 5 Biswas and 8 Biswansi, in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2), the applicants have paid M/s. Castle Infraestates Pvt. Ltd. through banking channels which is shown below:



Order on the Interlocutory Application filed by Gursewak Singh & Ors.
SEBI/PACL/RO/BKM/RD-3/ORD/78/2026

Registered Sale Deed No. 5764 dated 25.08.2014

Date	Cheque Details	Amount (Rs.)
21-07-2014	Cheque No. 529388 State Bank of Patiala, Branch Zirakpur	Rs. 10,00,000/-
21-07-2014	Cheque No. 529388 Canara Bank, Branch Zirakpur	Rs. 7,00,000/-
25-08-2014	Cheque No. 529392 State Bank of Patiala, Branch Zirakpur	Rs. 5,00,000/-
25-08-2014	Cheque No. 003747 Federal Bank, Branch Zirakpur	Rs. 9,00,000/-
25-08-2014	Cheque No. 003748 Federal Bank, Branch Zirakpur	Rs. 5,00,000/-
25-08-2014	Cheque No. 442093 Karnataka Bank, Branch Sector-11, Panchkula	Rs. 4,00,000/-
Total		Rs. 40,00,000/-

Registered Sale Deed No. 4908 dated 28.07.2014

Date	Cheque Details	Amount (Rs.)
28-01-2014	Cheque No. 831837 Canara Bank, Branch Zirakpur	Rs. 7,93,750/-
28-01-2014	Cheque No. 910676 Union Bank of India, Chandigarh	Rs. 10,00,000/-
23-01-2014	Cheque No. 910677 Union Bank of India, Chandigarh	Rs. 7,06,250/-
Total		Rs. 25,00,000/-

35. It is submitted by the applicants that they purchased the impugned property prior to the Hon'ble Supreme Court's orders dated 02.02.2016 and 25.07.2016 in **Subrata Bhattacharya vs. SEBI (Supra)** there was no order restraining the sale or purchase of the impugned property from M/s. Castle Infraestates Pvt. Ltd. in 2014, which was



concluded vide registered Sale Deed No. 5764 dated 25.08.2014 and Registered Sale Deed No. 4908 dated 28.07.2014 in respect of Property 1 and Property 2. Further, in respect of Property 3, vide registered sale deeds, Mr. Harjinder Singh and Mr. Gursewak Singh (applicants herein), acting on behalf of M/s. Castle Infraestates Pvt. Ltd., have executed Sale Deeds in 2014 (shown in the table of plots above) in respect of plots (total area of all the plots: 1 Bigha, 2 Biswa, and 1.5 Biswansi) carved within the impugned property in favour of 11 persons mentioned hereinbefore.

36. Therefore, based on the above submissions, the applicants have contended that they were bona fide purchasers for value without notice that there was any restriction on M/s Castle Infraestates Pvt. Ltd., or PACL restraining the alienation of the impugned property. The applicant has contended that M/s Castle Infraestates Pvt. Ltd., had absolute, clear and marketable title to the impugned property which was conveyed to the applicants and respective plot owners.

37. In this regard we find it pertinent to draw reference to Section 54 of the Transfer of Property Act, 1882, The relevant part of the provision reads as under:

“Section 54 – “Sale” defined. Sale how made. Contract for sale.

“Sale” is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

Sale how made. — Such transfer, in the case of tangible immovable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument.

In the case of tangible immovable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property.

Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.”



38. It is a well settled position of law that in terms of Section 54 of the Transfer of Property Act, 1882 (“TPA”), “sale” is defined as a transfer of ownership in exchange for a price paid or promised or part-paid or part-promised. In respect of Section 54 of TPA, in the case of *Kaliaperumal vs. Rajagopal and Anr.* [(2009) 4 SCC 193] the Hon’ble Supreme Court has ruled as under:

“Sale is defined as being a transfer of ownership for a price. In a sale there is an absolute transfer of all rights in the properties sold. No rights are left in the transferor.”

39. In this regard, it is worth referring to order number 252 (*Karampal Singh Pundir*) dated 06.07.2018 passed by Shri RS. Virk, District Judge (Retd.) wherein objection raised therein was allowed *inter alia* on the grounds that the total sale consideration of Rs. 46,00,000/- was received by PACL Ltd. vide Sale Deed dated 06.01.2015. The Objector’s contention was that he was a bona fide purchaser, for valuable consideration, of above property already paid for by it to PACL and in the event of these two properties being put to auction, the PACL as ultimate beneficiary of the sale consideration derived therefrom (which will go to its account) will be a double beneficiary in as much as it has already received aforesaid amounts of sale consideration qua the said property from the objector and any further amount fetched during auction would again be credited in its account, even if for disbursement to its investors. Shri RS. Virk, District Judge (Retd.) accepted the aforesaid argument and accepted the Objection, thereby releasing the concerned property from the list of properties attached by the committee for auction. Pursuant to passing of order dated 06.07.2018, by Shri R. S. Virk (Retd.) District Judge, allowing the objections, an I.A. No. 167787 of 2019 in Civil Appeal No. 13301/2015 was filed by Karampal Singh Pundir before the Hon’ble Supreme Court seeking affirmation of



✓

✓

✓

recommendation/order dated 06.07.2018. The Hon'ble Supreme Court vide its order dated 18.12.2019 has decided as under:

"IA No.167787 of 2019 in CA No 13301/2015

In the present IA the relief which has been sought is in the following terms:

"Allow the present application for direction to the Respondent to issue No Objection Certificate in regard to the properties attached of the applicant so that the said properties can be brought out of the auction list."

The claim of the applicant has been evaluated by Mr RS Virk, former District Judge in an order dated 6 July 2018. The District Judge came to the conclusion that the claim of the applicant of having purchased the property for value has been established. The conclusion in the order dated 6 July 2018 is reproduced below:

"In view of the foregoing discussion, the objector above named is held to be a bona fide purchaser for value of the property in question and the same is therefore liable to be removed from the list of properties attached by the committee as per www.auctionpacl.com. The petition is accordingly accepted."

It may be noted that Mr RS Virk by order dated 15 November 2017 was appointed for the purpose of scrutinising the grievances. Mr. Pratap Venugopal, learned counsel appearing for the SEBI states that a close scrutiny has been conducted by a court appointed former District Judge and there can be no objection if the application is allowed

We accordingly allow this application and confirm the order dated 6 July 2018 of Mr RS Virk."

40. As mentioned above, in the present IA also, whole consideration has been paid by the applicants through banking channels to M/s. Castle Infraestates Pvt. Ltd., acknowledgement of receipt whereof is evident from the covenants in the registered Sale Deed No. 5764 dated 25.08.2014 and registered Sale Deed No. 4908 dated 28.07.2014, and also evidenced by the copies of respective cheques and bank account statements reflecting the transactions in favour of M/s. Castle Infraestates Pvt. Ltd. Section 54 of the TPA, defines "Sale" as a transfer of ownership in exchange for a price paid or promised, or part-paid and part-promised. Further, in the judgement passed by the Hon'ble Supreme Court of India in ***Kaliaperumal vs. Rajagopal and***



Anr. [(2009) 4 SCC 193], it was ruled that a sale constitutes an absolute transfer of all rights in the properties sold, leaving no residual rights in the transferor. Applying this settled position of law to the present facts, the record reveals that the applicants completed their purchase of Property 1 and Property 2 via duly registered Sale Deeds executed on 25.08.2014 and 28.07.2014, respectively. The absolute consideration amounts of Rs. 40,00,000/- and Rs. 25,00,000/- were paid in full to the vendor, M/s. Castle Infraestates Pvt. Ltd., strictly through official banking channels. These transactions were executed prior to the Hon'ble Supreme Court's order dated 02.02.2016 in **Subrata Bhattacharya vs. SEBI (Supra)**. Therefore, in light of the foregoing facts, the stand taken in order dated 06.07.2018 passed by Shri R. S. Virk (Retd.) District Judge, which has been affirmed by the Hon'ble Supreme Court also vide its order dated 18.12.2019, is squarely applicable in the present IA. Therefore, we find merit in the applicants' submission that Property 1 and Property 2 should be released from the list of properties under auction by the Committee.

41. We also find that prior to this corporate dissolution of M/s. Castle Infraestates Pvt. Ltd. and prior to the Hon'ble Supreme Court's order dated 02.02.2016 in **Subrata Bhattacharya vs. SEBI (Supra)**, the applicants—acting on the strength of the then-valid registered GPA dated 21.07.2014—lawfully executed registered sale deeds in favor of 11 distinct plot owners, carving out an aggregate area of 1 Bigha, 2 Biswa, and 1.5 Biswansi. These registered sale deeds have been produced by the applicants and we have perused the same. Although 8 out of 11 purchasers have paid the consideration for these specific plots in cash, the recent judgment of the Hon'ble Supreme Court in **Georgekutty Chacko vs. M.N. Saji (Civil Appeal No. 11309 of 2025)** reminds us that the absence of an official banking channel does not invalidate



a transaction where a categorical statement is recorded by the parties that the payment of the amount has been tendered in cash. Therefore, we find merit in the applicants' submission that plots covered by the aforesaid sale deeds covering a total area admeasuring 1 Bigha, 2 Biswa, and 1.5 Biswansi (covered under the registered GPA No. 191/4 dated 21.07.2014) of land being part of land recorded under revenue record in Khata no. 58/132, representing 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab, should be released from the list of properties under auction by the Committee. However, for the remaining land parcel admeasuring 4 Bighas, 7 Biswas, and 0.5 Biswansi (covered under the registered GPA No. 191/4 dated 21.07.2014), being part of land recorded under revenue record in Khata no. 58/132, representing 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab, no valid conveyance was produced by the applicants in their favour. Since the registered GPA No. 191/4 dated 21.07.2014 is now a nullity in the eyes of law due to the aforementioned corporate dissolution, the applicants retain no surviving, legally tenable claim over this remaining acreage which is covered under the said GPA.

42. Lodha Committee in its 2nd Status Report dated 11.04.2017, on page 20 (e) recognises third party interests as it says that *not all properties can be auctioned*



especially where payments have been made, registries completed and third party interests created.

Order:

43. Given the above, the objection raised by the applicant in the IAs is decided as under:

a) Property 1

The IA is allowed with respect to land parcel admeasuring 06 Bigha, 05 Biswa, 8 Biswansi covered in Sale Deed No. 5764 dated 25.08.2014 and recorded under revenue record in Khata no. 58/132 which is 2508/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2), admeasuring 15 Bigha 14 Biswa, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab.

b) Property 2

The IA is allowed with respect to land parcel admeasuring 4 Bighas 00 Biswas covered in Sale Deed No. 4908 dated 28.07.2014 and recorded under revenue record in Khata no. 58/132 which is an 80/314 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2), admeasuring 15 Bigha 14 Biswa, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab.



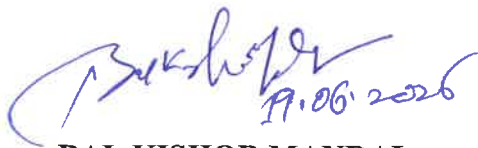
c) **Property 3**

The IA is partly allowed to the extent of 1 Bigha, 2 Biswa, and 1.5 Biswansi out of land admeasuring 05 Bighas 09 Biswas 02 Biswansis covered in registered GPA dated 21.07.2014 and being part of land recorded under revenue record in Khata no. 58/132, representing 2182/6280 share of the land comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab. However, the remaining land parcel under registered GPA dated 21.07.2014 admeasuring 4 Bighas, 7 Biswas, and 0.5 Biswansi, comprised in Khasra Nos. 821 (2-12), 822 (4-0), 823 (4-0), and 824 (5-2) out of total area measuring 15 Bighas 14 Biswas, bearing Hadbast No. 209 as per the Jamabandi for the Year 2007-2008, situated at Village Gholumajra/Gholu Majra, Tehsil Dera Bassi, District S.A.S. Nagar, Mohali, Punjab shall continue to stand attached by the Committee.



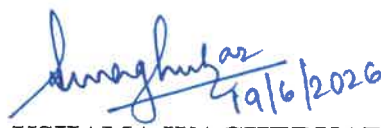
Place: Mumbai

Date: June 19, 2026


19.06.2026

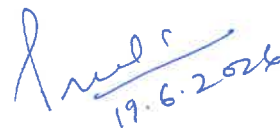
BAL KISHOR MANDAL
Recovery Officer

बाल किशोर मंडल / BAL KISHOR MANDAL
उप महाप्रबंधक एवं वसुली अधिकारी
Deputy General Manager & Recovery Officer
(पी ए सी एल ली के मामले से संबंधित) [In the matter of PACL Ltd.]


19/6/2026

KSHAMA WAGHERKAR
Recovery Officer

कामा प्र. वाघेरकर / KSHAMA R. WAGHERKAR
महाप्रबंधक एवं वसुली अधिकारी
General Manager & Recovery Officer
(पी ए सी एल ली के मामले से संबंधित, मुंबई) [In the matter of PACL Ltd. Mumbai]


19.6.2026

PREETI PATEL
Recovery Officer

प्रीति पटेल / PREETI PATEL
उप महाप्रबंधक एवं वसुली अधिकारी
Deputy General Manager & Recovery Officer
(पी ए सी एल ली के मामले से संबंधित, मुंबई) [In the matter of PACL Ltd. Mumbai]