

Before Shri R.S. Virk, District Judge (RETD.)

**appointed to hear objections/representations in the matter of PACL Ltd.
as so referred to in the order dated 15/11/2017, of the Hon'ble Supreme Court
passed in civil appeal no. 13301/2015 titled Subrata Bhattacharya vs SEBI and
duly notified in SEBI Press release no. 66 dated 08/12/2017.**

File no. 241/1

MR Nos. 17981-16, 17982-16, 17978-16,
17979-16, 17980-16, 17998-16, 17999-16
18000-16, 18001-16, 5129-15, 5130-15,
5131-15, 5132-15, 5133-15, 5134-15,
5135-15, 5136-15, 413-16, 419-16, 17985-16,
17986-16, 17987-16, 17988-16, 17989-16,
17990-16, 17991-16, 17992-16, 17993-16,
17994-16, 17995-16, 17996-16, 17997-16

Objector : Lotus Agricultural & Marketing, Cooperative Society Ltd.

Present : Sh. Harsh Gautam, Advocate (Enrolment No. D/1537/2001) with
Shri Hare Ram Shah, Director.

1. It may be noticed at the outset that vide order dated 02/02/2016, passed in civil appeal no. 13301/2015 bearing the title Subarata Bhattacharaya Versus Securities & Exchange Board Of India, the Hon'ble supreme court had directed constitution of a committee by SEBI to be headed by Hon'ble Mr. Justice R.M. Lodha. former Chief Justice of India as its Chairman for disposing of the land purchased by PACL so that the sale proceeds recovered there from can be paid to the investors who have invested their funds in the company for purchase of the land. The said committee was asked to collect relevant record including title sale deeds from the CBI (Central Bureau of Investigation) if it is in possession of any documents.
2. The committee on its part has put up various properties including the properties forming the subject matter of the present objection petition for auction sale on its website www.auctionpacl.com.

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3. The objection petition in hand seeks delisting :-

(i) Firstly of land measuring 12.18 acres (4.93) hectares comprised in Khasras Nos. 603,604,605,606,594/254 and 597 situated at village, Ganaheda, Tehsil Pushkar, Distt. Rajasthan which was statedly purchased by the objector above named vide sale deed dated 17/04/2013 for an amount of Rs. 4,38,55,359/- (Four Crores, Thirty Eight Lakhs, Fifty Five Thousand, Three Hundred and Fifty Nine Only) from PACL Ltd though the payment of aforesaid amount was made to Jyoti Technobuild Pvt Ltd which claimed itself to be an associate of PACL Ltd. A perusal of the MR entries reveals that Jyoti Technobuild Pvt Ltd is infact a subsidiary/associate of PACL Ltd because it is included as such at Sr. No. 251 of the list forwarded by PACL to the Nodal Officer cum Secretary of the committee in response to information solicited in this context.

(ii) Secondly of land measuring 20.9575 acres situated at village Pati Kalayana, Bhodwal Majri and Haldana, Tehsil Samalkha, Distt Panipat which was statedly purchased by it from A G Securities Pvt Ltd (a subsidiary/associate of PACL Ltd because it is included as such at Sr. No. 1 of the list forwarded by PACL to the Nodal Officer cum Secretary of the committee in response to information solicited in this context) for an amount of Rs. 16,76, 60,000/- (Sixteen Crore, Seventy Six Lakhs and Sixty Thousand only). The said land is detailed below:

MR No.	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	Sy. No. Khasra No.
419-16	1.862 (14 Kannal 18 Marla)	Haryana	Panipat	Samalakha	Bhodwal Majri	19/3/2 (7-4), 19/4/1 (5-14), 19/8/1 (2-0) Kannal/Marla
17985-16	4.375 (35 Kannal)	Haryana	Panipat	Samalakha	Bhodwal Majri	11/23/1/2, 14/2/2, 14/4, 14/13, 14/7,14/3,14/8
17986-16	3.125 (25 Kannal)	Haryana	Panipat	Samalakha	Bhodwal Majri	25/26, 34//4/3, 34/4/1, 4/2, 4/4, 4/6, 17/3, 34//4/5, 7, 14/2, 17/1, 17/2
17987-16	3.2 (25 Kannal 12 Marla)	Haryana	Panipat	Samalakha	Bhodwal Majri	25/25, 34//5/1, 5/2, 6/1, 6/2, 35//11/1, 35//1/1, 10/2, 24//11/2, 24//19, 20/1
17988-16	2.356 (18 Kannal 17 Marla)	Haryana	Panipat	Samalakha	Bhodwal Majri	11//23/2/2, 11//18/1/2, 13//9,

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	Marla)					11//17/2, 12//11, 12//20, 12//21, 12//13/1, 12//10, 14//5, 11//24, 11//16, 12//23/3, 11//14/2/2, 11//15, 11//25
17989-16	2.325 (18 Kannal 12 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	13//19/2, 13//21/3, 13//22/1, 13//22/2, 21//4/1, 21//4/2, 21//5/1, 21//5/2, 21//6, 22//1/1, 22/1/2, 22/2/1, 22//1/3, 22/3/1, 22//9, 22/10/1, 22//10/2, 22//10/3, 22//10/4, 22/11, 22/12/1, 22//16/5
17990-16	1.262 (10 Kannal 2 Marle)	Haryana	Panipat	Samalakha	BhodwalMajri	25//17/2, 25//18/4, 25//18/6, 25//19/2, 25//19/1, 25//18/1, 25//18/2, 25//18/3, 25//18/5, 25//16/2, 25//16/3, 25//17/1
17991-16	1.093 (8 Kannal 15 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	13//19/2, 13//21/3, 13//22/1, 13//22/2, 21//4/1, 21//4/2, 21//5/1, 21//5/2, 21//6, 22//1/1, 22//1/2, 22//2/1, 22/1/3, 22/3/1, 22//9, 22/10/1, 22/10/2, 22/10/3, 22/10/4, 22//11, 22//12/1
17992-16	1.075 (8 Kannal 12 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	13//19/2, 13//21/1, 13//21/3, 13//22/1, 13//22/2, 13//23, 14/24, 14/25, 21/4/1, 21/4/2, 21/5/1, 21/5/2, 21/6, 22/9, 22/10/1, 22/10/2, 22/10/3, 22/12/1, 22/1/1, 22/1/2, 22/1/3, 22/2/1 Min, 22/3/1, 22/10/4, 22/11

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17993-16	1.037 (8 Kannal 6 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	24//12/1, 24//20/2
17994-16	0.562 (4 Kannal 10 Marla)	Haryana	Panipat	Samalakha	Pattikalyana	122//12/2, 122/13/1, 122/19, 122/20
17995-16	0.531 (4 Kannal 5 Marla)	Haryana	Panipat	Samalakha	Pattikalyana	140//1/2, 140//2/2/1, 140/9/2
17996-16	0.406 (3 Kannal 5 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	24//21/2, 24/22, 35//8, 35//1/2, 35//3, 35//2, 35//9
17997-16	0.331 (2 Kannal 13 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	209,210, 209

(iii) Thirdly of another parcel of land measuring 6.73125 acres situated at village village Pati Kalayana, Bhodwal Majri and Haldana, Tehsil Samalkha, Distt Panipat in respect of which an agreement of sale was statedly executed by it with Yayin Estate Pvt. Ltd (formally known as Bhagat & Sudesh Estate Pvt Ltd, a subsidiary/associate of PACL Ltd because it is included as such at Sr. No. 632 of the list forwarded by PACL to the Nodal Officer cum Secretary of the committee in response to information solicited in this context) for an amount of Rs. 5,38,29,000/- (Five Crores, Thirty Eight Lakhs and Twenty Nine Thousand Only) on 18/02/2014. The said land is also detailed below:

MR No.	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	Sy. No. Khasra No.
5129-15	0.012 (0.094 Kanal)	Haryana	Panipat	Samalakha	Bhodwal Majri	34//4/3 (1 marla 7 sarsai)
5130-15	0.20 (1.6 Kanal)	Haryana	Panipat	Samalakha	Bhodwal Majri	19/2(2-11), 21/3(2-4), 22/1(6-12), 22/2 (1-8), 4/1(1-16), 4/2(6-4), 5/1(3-7), 5/2(4-13), 6(7-7), 9(8-0), 10/1(6-0), 10/2(0-10), 10/3(0-10), 12/1(0-18), 1/1(3-8), 1/2 (3-8), 1/3 (1-4), 2/1 (6-18), 10/4(1-0), 11(7-7), 3/1(5-2) share-32/1607 kanal&marla
5131-15	4.130	Haryana	Panipat	Samalakha	Patikalyana	10/2(1-8), 11(4-16),

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	(33.04 Kanal)					20(5-18), 21(7-0), 6/1 (2-0), 1(8-15), 10(6-7) share-3/4, 26(2-2), share-3/20, 11/2(2-5), 146//11/1(4-11) share-19/26 kanal&Marla
5132-15	0.737 (5.9 Kanal)	Haryana	Panipat	Samalakha	Patikalyana	19/2(3-16), 20(8-0) kanal&marla, share-1/2
5133-15	0.798 (6.383 Kanal)	Haryana	Panipat	Samalakha	Patikalyana	Khewat No. 1603 (22-06) share 264408/1757056
5134-15	0.183 (1.465 Kanal)	Haryana	Panipat	Samalakha	Haldana	3/3/1(2-8), 3/3/2(2-8), 8/2(4-0) kanal&marla, Share-1/6
5135-15	0.300 (2.4 Kanal)	Haryana	Panipat	Samalakha	Haldana	1/1 (3-4) kanal&marla, Share-3/4
5136-15	0.375 (3 Kanal)	Haryana	Panipat	Samalakha	Patikalyana	2/1 (3.0) kanal

(iv) Fourthly of yet another parcel of land measuring 0.487 acres situated at village village Pati Kalayana, Bhodwal Majri and Haldana, Tehsil Samalkha, Distt Panipat which had stately been purchased by it from Maitri Mutual Benefits Ltd (a subsidiary/associate of PACL Ltd because it is included as such at Sr. No. 293 of the list forwarded by PACL to the Nodal Officer cum Secretary of the committee in response to information solicited in this context) on 05/06/2015 and 18/09/2015 for a total sale consideration of Rs. 11,55,46,911/- (Eleven Crore, Fifty Five Lakhs, Forty Six Thousand, Nine Hundred and eleven Only). The said land is detailed below:

MR No.	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	Sy. No. Khasra No.
17981-16	1.056 (8 Kannal 9 Marla)	Haryana	Panipat	Samalakha	Bhodwal Majri	11/2, 11/3, 11/4, 11/5/2, 11/7/1/2, 11/7/2, 11/8, 11/13/1, 11/18/2, 26, 11/12/2, 11/13/2/1, 11/14/1/2, 11/19/1
17982-16	0.3 (2 Kannal& Marla)	Haryana	Panipat	Samalakha	Bhodwal Majri	7/16/2, 7/25/1, 6/9/2, 6/21 Min, 10/2/1, 6/12, 6/12 Min, 6/22, 6/11, 6/19/1, 6/19/2, 6/19/3, 6/12 Min,

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						6/10, 6/20 6/21 Min
17978-16	1.00 (8 Kannal)	Haryana	Panipat	Samalakha	BhodwalMajri	9/15, 9/16, 9/17, 9/18, 9/23/1, 9/24/1/3, 9/24/2/1, 9/25/1
17979-16	0.69 (5 Kannal 10 marla 4 Sarsai)	Haryana	Panipat	Samalakha	Bhodwal Majri	15/10/1, 16/6/2/1
17980-16	0.806 (6 Kannal 9 Marla)	Haryana	Panipat	Samalakha	BhodwalMajri	21/16/2, 21/17, 21/24/1, 22/20/2
17998-16	0.412 (3 Kannal 6 Marla)	Haryana	Panipat	Samalakha	Pattikalyana	145//25/2
17999-16	0.5 (4 Kannal)	Haryana	Panipat	Samalakha	Pattikalyana	145//10, 145//11/1, 145//20, 145//21/1, 156//1, 156//2, 156//8, 156//9, 156//10, 156//13, 156//14
18000-16	9.243 (73 Kannal 19 Marla)	Haryana	Panipat	Samalakha	Pattikalyana	136//2/2, 136/3, 136//7/2, 136/8, 136/14/1, 136//14/3, 136/17/1, 136/17/2, 136/18/1, 136//23/2, 136/24/1, 145//3/2, 145//8/2, 145/13, 145//17/2, 145//18
18001-16	0.75 (6 Kannal)	Haryana	Panipat	Samalakha	Pattikalyana	145//16/1, 145//17/1, 145//24, 145//25/1, 126//16

(v) Fifthly of yet another parcel of land measuring 0.487 acres situated at village village Pati Kalayana, Bhodwal Majri and Haldana, Tehsil Samalkha, Distt Panipat which had statedly been purchased by it from Pearls Decent Constructions Pvt. Ltd (a subsidiary/associate of PACL Ltd because it is included as such at Sr. No. 380 of the list forwarded by PACL to the Nodal Officer cum Secretary of the committee in response to information solicited in this context) on 16/03/2015 for a total sale consideration of Rs. 42,21,742/- (Forty Two Lakhs, Twenty One Thousand, Seven Hundred and Forty Two Only). The said land is detailed below:

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MR No.	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	Sy. No. Khasra No.
413-16	0.487 (3 Kannal 18 Marla, 26 Kannal 19 Marla)	Haryana	Panipat	Samalakha	Bhodwal Majri	21/7 (7-7), 21/14 (8-0), 21/15 (7-8), 21/16/1(4-4) share 248972/1722105 Kannal/Marla

(vi) The objector has at page 412 of the petition mentioned that on 29/08/2013, it had also purchased an area measuring 19.5230 acres situated at village Bhodwal Majari, Panipat, Haryana for an amount of Rs.24,00,06,010/- (Twenty four crores six thousand and ten) from PACL.

4. First coming to the land measuring 12.18 acres situated in village Ganaheda, Dist- Ajmer, Rajasthan as detailed in para 3 (i) above, it may be noticed that the MR Nos. pertaining to the said land have not been specified by the objector. This land in any case was **purchased by it from PACL statedly for an amount of Rs. 4,38,55,359/- though payment thereof was made to Jyoti Technobuild Pvt Ltd which is infact a subsidiary/associates of PACL as so described at Sr. No. 251 of the list of the subsidiaries/associates of PACL** meaning thereby that the latter mentioned company is a front of PACL whose properties have been ordered by the Hon'ble Supreme Court to be attached for payment of recovered amount to the investors thereof. The purported sale deed dated 17/04/2013 relied upon by the objector does not contain on any of its eleven pages, any endorsement whatsoever, of any registering authority, or registration number thereof. Moreover, the copy of bank statement in respect of account number 12990200000894 of the objector society with Bank of Baroda (as opened on 16/12/2011 and closed down on 30/10/2015) reveals that it is an unsigned document. Even the 39 entries therein, which are all dated 20/04/2013, do not appeared to be systematic in as much as an amount of Rs. 4,03,75,000/- (Four crores three lakh and seventy five thousand) is shown to have been received in this account on 20/04/2013 and on the same date itself Rs. 4,38,55,359/- (Four Crores thirty eight lakhs fifty five thousand three hundred and fifty nine) was paid to Jyoti Technobuild Pvt Ltd in four separate transactions. Except for the solitary receipt of aforesaid heavy amount of Rs. 4,03,75,000/- (Four crore three lakh and seventy five thousand), no other amount of such high figure was deposited in this account which otherwise ranged between 10,005/- to Rs. 21,25,000/- at the most. In the face of non production of corroborative evidence of the said amount of 4,38,55,359/- (Four Crores thirty

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eight lakhs fifty five thousand three hundred and fifty nine)having been actually credited to the account of Jyoti Technobuild Pvt Ltd, the authenticity of the unsigned bank statement discussed above cannot be readily considered to be duly established. Even the purported mutation no. 527, very faint copy whereof has been produced on record, is also of no consequence because it was merely entered as such but is not shown to have been “sanctioned” though so required under the provisions of Land Revenue Act. Even otherwise, mutation does not confer title.

5. Next coming to the land measuring 20.9575 acres as detailed in para 3 (ii) above, it will noticed that no sale deed in respect of the said land is claimed to have been executed and only an amount of Rs. 21,000/- (Twenty one thousand) was statedly advanced at the time of entering into an agreement of sale dated 18/02/2014 **with A G Securities Pvt Ltd (a subsidiary/associate of PACL Ltd because it is included as such at Sr. No. 1 of the list** which agreement of sale besides being an unregistered document is merely notarised. Such agreement of sale does not confer any title.
6. Next coming to the land measuring 6.73125 acres of land as detailed in para 3 (iii) above, it may again be noticed that no sale deed in respect of the said land is claimed to have been executed and only an amount of Rs. 21,000/- (Twenty one thousand) was statedly advanced at the time of entering into an agreement of sale dated 18/02/2014 **with Yayin Estate Pvt. Ltd (formally known as Bhagat & Sudesh Estate Pvt Ltd, a subsidiary/associate of PACL Ltd** which agreement of sale besides being an unregistered document is merely notarised. Such agreement of sale does not confer any title.
7. Next coming to the land measuring 0.487 acres of land as detailed in para 3 (iv) above, it may again be noticed that the vendor herein claims to have purchased the said land vide two separately registered sale deeds dated 05/06/2015 and 18/09/2015 respectively (but no copies whereof have been produced on record) **from M/s Maitri Mutual Benefits Ltd. which latter mentioned company is infact a subsidiary of PACL Ltd as so described at Sr. No. 293 of the list of subsidiaries/associates of PACL Ltd** submitted by PACL Ltd itself to the Committee. Apparently therefore aforesaid two sale deeds dated 05/06/2015 and 18/09/2015 have in sum and substance been executed by PACL without showing documented proof of the transaction totalling Rs. 11,55,46,911/- (Eleven crores fifty five lakhs forty six thousand nine hundred and eleven) such as certified copies of the bank statement of the vendor. Even the objector herein has not specified the date, month or year of the transfer by it of the aforesaid amount in favour of the vendor which lapse assumes significance in the light of the fact that the objector claims itself to be duly registered under the


provisions of “Multistate Cooperative Society Registration Act 2002” meaning thereby that it would be required due documentation of its financial dealings. No authenticity can thus be attached to the stated passing of consideration of Rs.11,55,46,911/- by the objector herein to the vendor namely Maitri Mutual Benefits Ltd and the purported sale deeds dated 05/06/2015 and 18/09/2015 seem to be ploys adopted to divert aforesaid amount of money.

8. Next coming to yet another parcel of land again measuring 0.487 acres as detailed in para 3 (v) above, it may again be noticed that the vendor herein claims to have purchased the said land vide registered sale deed dated 16/03/2015 (but no copy whereof also has been produced on record) **from M/s Pearls Decent Constructions Pvt Ltd. which latter mentioned company is infact a subsidiary of PACL Ltd as so described at Sr. No. 380 of the list of subsidiaries/associates of PACL Ltd** submitted by PACL Ltd itself to the Committee. Apparently therefore aforesaid sale deed dated 16/03/2015 has in sum and substance been executed by PACL without showing documented proof of the transaction of Rs. 42,21,742/- (Forty two lakhs twenty one thousand seven hundred and forty two) such as certified copies of the bank statement of the vendor. Even the objector herein has not specified the date, month or year of the transfer by it of the aforesaid amount in favour of the vendor which lapse assumes significance in the light of the fact that the objector claims itself to be duly registered under the provisions of “Multistate Cooperative Society Registration Act 2002” meaning thereby that it would be required to maintain due documentation of its financial dealings but relevant details of said transaction have not been produced. No authenticity can thus be attached to the stated passing of consideration of Rs. 42,21,742/- by the objector herein to the vendor namely M/s Pearls Decent Constructions Pvt Ltd and the purported sale deed dated 16/03/2015 again seems to be a ploy adopted to divert aforesaid amount of money.
9. It will not be out of place to mention here that copies of relevant sale deeds dated 05/06/2015, 18/09/2015 and 16/03/2015 as referred to in paras 7 and 8 above have not been produced on record and instead copy of Sale deed No. 1736/1 dated 16/07/2013 executed by PACL Ltd in favour of objector society in respect of some other land measuring 156 kanals, 3 marlas and 7 sarsais for an amount of Rs.22,85,62,500/- (Twenty two crores eighty five lakhs sixty two thousand and five hundred) been produced though not relevant in the instant objection petition though it does point to a nexus between the objector society and PACL in as much as all the five companies with whom the objector society claims to have entered into transactions as detailed in paras 3(i) to (iv) are associates/subsidiaries of PACL as pointed out in paras 4, 7 and 8 of this order above.

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10. Lastly coming to the land measuring 19.5230 acres as detailed in para 3 (vi) above, it suffices to mention that the objector herein has simply mentioned the said details without attaching any objection thereto against attachment of the same and no order qua this parcel of this land is thus called for.
11. In view of the circumstances adverted to in paras 4 to 9 above, the reports of the chartered accountant produced on record as Annexures G-1 to G-4 for the years ending 2013, 2014, 2015 and 2016 are rendered inconsequential.
12. In view of the foregoing discussion, the objection petition in hand in respect of all the lands detailed in paras 3 (i) to 3 (vi) is liable to be and is hereby dismissed in toto.


Date :26/03/2018


R. S. Virk
Distt. Judge (Retd.)

Note:

Two copies of this order are being signed simultaneously, one of which shall be retained on this file whereas the other one, also duly signed, shall be delivered to the objector as and when requested /applied for.

Date :26/03/2018


R. S. Virk
Distt. Judge (Retd.)