

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

appointed to hear objections/representations in the matter of PACL Ltd.
(as referred to in the orders dated 15/11/2017, 13/04/2018 and 02/07/2018
of the Hon'ble Supreme Court in civil appeal no. 13301/2015 Subrata Bhattacharya Vs SEBI,
and notified in SEBI Press release no. 66 dated 08/12/2017).

File no. 590

**MR No. 28836-16, 11806-16,
11803-16,**

Objector : T.K. Neelakandan s/o T.P. Krishnamoorthi

Argued by : R. Karuppiah, Advocate, Delhi

Order :

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.
2. I have heard the learned counsel for the objector T.K. Neelakandhan above named who seeks delisting of the property in question from the list of properties indicated as attached on www.auctionpacl.com with the averments that he is bonafide purchaser, for value, of the land in question measuring 42 acres 67 cents, comprised in Survey Nos. 304/1, 304/3, 304/4, 304/5, 345/3A, 345/3C, 345/4B, 347/2, 347/3, 348/1, 350/2, 352/1, 315/2, 321/1A, 321/1B, 331/4, 332/4, 334/1, 338/4, 341/2C, 342/3A, 345/1A, 345/1C which he claims to have purchased from M. Mohanraj vide registered sale deed no. 3509/2012 dated 28/06/2012, for an amount of Rs. 21,35,000/- paid in cash.
3. The above named M. Mohanraj on his part had statedly earlier purchased the aforesaid land vide registered sale deed no. 4195/2011 dated 19/06/2011 for an amount of Rs. 17,98,173/- paid in cash from S. Sundaram s/o Shanmugam Pillai for himself and as GPA of : -
 - (i) S. Debendra Patabandha s/o Sarweswar Patabandha,
 - (ii) Prabir SI s/o Chandramohan SI,
 - (iii) Durgachandra Das s/o Hadipandu Das,

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- (iv) Muralidhar Nayak s/o Paramanda,
- (v) Sujit Sethi s/o Rabindra,
- (vi) Gouran Sundar Das s/o Chandi Das,
- (vii) Sarat Chandra SI s/o Kesab,
- (viii) Pradeep Kumar Das s/o Vijay Kumar Das,
- (ix) Ratikanta Raj s/o Rajindra Raj,
- (x) Raju Dhal s/o Rabindra and
- (xi) Mohanee Mohan Das s/o Kshetrammohan Das;

which above named persons had earlier purchased the said land in different parcels vide registered sale deeds nos. 827/2007, 282/2007, 830/2007, 831/2007, 833/2007, 836/2007, 837/2007, 838/2007 and 839/2007 respectively as detailed in the forthcoming paras.

4. (a) The vendor S. Debendra Patabandha (at sr. no. i of para 3 above), r/o Saradha Village in Rabhanjha District, Orissa had, vide GPA dated 01/02/2007, appointed as many as ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu:-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal,

(b) Above named Debendra Patabandha through one of his ten above named GPAs namely Mr. Sushant Nayak (detailed at sr. no. ii of para 4 above) had earlier purchased the land comprised in Survey Nos. 332/4, 369/3B, 369/3C, 21/2B2A, 21/2B2C, 21/2B2B and 352/6, total measuring 08 acres 96 cents, for an amount of Rs.2,65,680/- paid **in cash**, from the four vendors mentioned therein namely Suseela w/o Seeni Reddiar, Santhi w/o Late Renganathan, Pappu w/o Periyasamy and Ramu s/o Late Sannasi, vide sale deed no.827/2007 dated 21/02/2007 executed on their behalf by some GPA holder whose name is not clear as the relevant portion is missing but the said purported sale deed bears signature of some persons below the stamp described therein as "power agent" and for which reason no notice can be taken of the said purported sale deed.

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5. (a) Similarly, Prabir SI s/o Mr. Chandra Mohan SI (at sr. no. ii of para 3 above) r/o Village Baghada in District Mayurbhanj, Orissa, had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal,

(b) Above named Prabir SI s/o Mr. Chandra Mohan SI through one of his ten above named GPAs namely Mr. Sundaram (detailed at sr. no. viii above) had earlier purchased the land comprised in Survey Nos. 241/3, 177/4A, 350/2, 334/1, 165/2B1, 165/2B3, 169/3B, 181/3A and 166/1A3, total measuring 14 acres 74 cents, for an amount of Rs.3,88,630/- paid **in cash**, from the seven vendors mentioned therein namely Sundarraj s/o Late Perumal, Subbulakshmi w/o Kandhasamy, Ramakkammal w/o Muthal Naicker, Seenivasan s/o Late Kanthasamy Naickkar, Vel Naickkar s/o Thiruppathi Naickkar, Seeni s/o Late Bommi Naickkar and Chandrasekaran s/o Late Alagiri vide sale deed no. 828/2007 dated 21/02/2007, who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named seven vendors by one Sukhdev Singh s/o Raghbir Singh r/o Village Jhallian Kalan in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Sukhdev Singh above named having been appointed their GPA by the above named seven vendors been produced on record for which reason no notice can be taken of the sale deed no. 828/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Sukhdev Singh as their power of attorney to execute the sale deeds on their behalf.

6. (a) Similarly, Murlidhar Nayak (detailed at sr. no. iv in para 3 above) r/o Village Baghada in District Mayurbhanj, Orissa, had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

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- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal,

(b) Above named Murlidhar Nayak through one of his ten above named GPAs namely Mr. Sushant Nayak (detailed at sr. no. ii of para 4 above) had earlier purchased the land comprised in Survey Nos. 233, 260/1B, 294/1A, 294/1B1, 331/4, 355/1, 369/3A and 365/1 total measuring 15 acres 02 cents for an amount of Rs.4,81,040/- paid **in cash**, from the three vendors named therein namely Maheswari d/o Sampathukumar, Packkiam d/o Late Veerapathiran and Subburaj s/o Vijayarenga Reddiar vide sale deed also no.830/2007 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly so appointed on behalf of the above named three vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named having been appointed their GPA by the above named three vendors been produced on record for which reason no notice can be taken of the sale deed no. 830/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

7. (a) Similarly, Sujit Sethi s/o Rabindra Sethi r/o Village Baghada in District Mayurbhanj of Orissa (named in at sr. no. v of para 3 above) had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,

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- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal,

(b) Above named Sujit Sethi s/o Rabindra Sethi through one of his ten above named GPAs namely Mr. Sundaram (detailed at sr. no. viii of this para above), as so described in the sale deed but which is purportedly signed by another of his above named GPAs namely Sushant Nayak (detailed at Sr. No. ii above) had earlier purchased the land comprised in Survey Nos. 249/2C, 361/2, 371/1, 315/2, 338/4, 342/3A and 345/4B, total measuring 15 acres 61 cents, for an amount of Rs.4,39,835/- paid **in cash**, from the five vendors mentioned therein namely Alagarsamy Naickkar s/o Alagarsamy Naickkar, Kanthasamy Reddiar s/o Ramasamy Reddiar, Chenna Kesavan s/o Late Muthukaruppa Asari, Packkiam w/o Poulu, Meenammal w/o Varatharaja Reddiar vide sale deed no. 831/2007 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named five vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named five vendors has been produced on record for which reason no notice can be taken of the sale deed no. 831/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

8. (a) Similarly, Gouran Sundar Das s/o Mr. Chandi Das r/o Village Uphalagadia in District Mayurbhanj of Orissa (named at sr. no. vi in para 3 above) had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal,

(b) Above named Gouran Sundar Das s/o Mr. Chandi Das through one of his ten above named GPAs namely Sushant Nayak (detailed at sr. no. ii of this para above), had purchased the land comprised in Survey Nos. 182/4B, 168/1F, 183/1B, 352/5A, 276/4, 367/2, 376/1, 376/5A, 360/1, 352/1, total measuring 15 acres 30 cents, for an amount of Rs.4,45,135 /- paid **in cash**, from the six vendors mentioned therein namely Rohin d/o Alagarsamy, Gurusamy s/o Kanthasamy, Subbulakshmi w/o Subba Reddiar, Ramamurthi s/o Nagulu Naidu, Velsamy Naickkar s/o Gopal Naickkar and Janaki Ammal w/o Alagarsamy Reddiar vide sale deed no. 833/2007 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named six vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named six vendors been produced on record for which reason no notice can be taken of the sale deed no. 833/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

9. (a) Similarly, Sarat Chandra SI s/o Keshab SI r/o Village Deuli in District Mayurbhanj of Orissa (named at sr. no. vii in para 3 above) had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal

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(b) Above named Sarat Chandra SI s/o Keshab SI through one of his ten above named GPAs namely Sushant Nayak (detailed at sr. no. ii of this para above) had purchased the land comprised in Survey Nos. 347/2, 348/1 and old survey no. 245/2 (now subdivided as 245/2A2), total measuring 08 acres 62 cents, for an amount of Rs.2,24,890 /- paid **in**

cash, from the three vendors mentioned therein namely Subbuthai w/o Pandiyan, Gani w/o Selvaraj and Premchandran s/o Nagulusamy Naidu vide sale deed no. 835/2007 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named three vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named three vendors been produced on record for which reason no notice can be taken of the sale deed no. 835/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

10. (a) Similarly, Pradeep Kumar Das s/o Mr. Bijay Kumar Das r/o Village Uphalagadia in District Mayurbhanj, Orissa (named at sr. no. viii in para 3 above) had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal

(b) Above named Pradeep Kumar Das s/o Mr. Bijay Kumar Das through one of his ten above named GPAs namely Sushant Nayak (detailed at sr. no. ii of this para above), had purchased the land comprised in Survey Nos. 177/4B, 353/2C, 354/5, 166/1A1, 358/1, 345/1A, 345/1C, 166/2A, 341/2C, 166/1A2, 249/2F, 276/3, 277/1B and 278/3, total measuring 16 acres 06 cents, for an amount of Rs. 4,62,065/- paid **in cash**, from the nine vendors mentioned therein namely Jeyalakshmi Ammal d/o Kumarasamy Reddiar, Perumal s/o Pambulu Naickkar, Jeyamani w/o Vellaisamy, Subramanian s/o Sundararaj, Seenivasan s/o Erama Naickkar, Avudaithai w/o Narayanasamy Reddiar, Saviour s/o Subbaiah, Subbaiah Thevar s/o Arumuga Thevar and Muthusama s/o (illegible) vide sale deed no. 836/2007 dated 21/02/2007 who all had executed the said sale deed through

their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named nine vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named nine vendors been produced on record for which reason no notice can be taken of the sale deed no. 836/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

11. (a) Similarly, Ratikanta Raj s/o Rajendra Raj r/o Village Deuli in District Mayurbhanj of Orissa (named at sr. no. ix in para 3 above) had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal

(b) Above named Ratikanta Raj s/o Rajendra Raj through one of his ten above named GPAs namely Sushant Nayak (detailed at sr. no. ii of this para above), had purchased the land comprised in Survey Nos. 347/3, 265/3, 265/4, 240/1, 7/3D, 7/1A, 352/2 and 171/3A, total measuring 14 acres 31 cents, for an amount of Rs. 4,05,380/- paid **in cash**, from the six vendors mentioned therein namely Varadharaj s/o Ramasamy, Ramamurthi, Radhakrishnan s/o Sankarasubbu, Rathinam s/o Late Mariappa Thevar, Mayandi Thevar Alias Malaiyandi Thevar s/o Silamba Thevar and Chinnammal d/o Seeniraj vide sale deed no. 837 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named six vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named six vendors been produced on record for which reason no notice can be taken of the sale deed no. 837/2007 dated

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21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

12. (a) Similarly, Raju Dhal s/o Rabindra Dhal r/o Village Deuli in District Mayurbhanj of Orissa (named at sr. no. x in para 3 above) had also appointed the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal

(b) Above named Raju Dhal s/o Rabindra Dhal through one of his ten above named GPAs namely Sushant Nayak (detailed at sr. no. ii of this para above), had purchased the land comprised in Survey Nos. 304/3, 304/4, 304/5, 243/2, 304/1 and 177/1A, total measuring 16 acres 08 cents, for an amount of Rs. 4,97,460/- paid **in cash**, from the four vendors mentioned therein namely Chinna Muthaiah Naickkar s/o Late Subbaiah Naickkar, Muniandi s/o Late Kumaravel Naickkar, Thayammal w/o Late Ayyasamy and Navaneethakrishnan s/o Subba Reddiar vide sale deed no. 838/2007 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named four vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named four vendors been produced on record for which reason no notice can be taken of the sale deed no. 838/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

13. (a) Similarly, Mohanee Mohan Das s/o Kshetrammohan Das r/o Village Uphal Gadia in District Mayurbhanj of Orissa (named at sr. no. xi in para 3 above) had also appointed

the ten persons named below as his general attorneys to carry out the tasks detailed therein, including purchase of agricultural land/properties on his behalf in the state of Tamil Nadu :-

- (i) Mr. Swarup Kumar Panigrahi,
- (ii) Mr. Sushant Nayak,
- (iii) Mr. Ramsingh Negi,
- (iv) Mr. G. Senthil Kumar,
- (v) Mr. Shawhanik Majumdar,
- (vi) Mr. Muruli Dhar SI,
- (vii) Mr. Rintu Kundu,
- (viii) Mr. Sundaram,
- (ix) Mr. Gurunathan and
- (x) Mr. Jagdish Chandra Dhal

(b) Above named Mohanee Mohan Das s/o Kshetrammohan Das through one of his ten above named GPAs namely Sushant Nayak (detailed at sr. no. ii of this para above), had purchased the land comprised in Survey Nos. 300/2, 321/1A, 321/1B, 321/2A, 321/2B, 266/3A, 353/1B, 274/1A, 353/4A, 353/4C, 358/3C, 367/1B2, 345/3A, 345/3C and 163/3, total measuring 16 acres 82 cents, for an amount of Rs. 4,54,570/- paid in cash, from the seven vendors mentioned therein namely Vellammal d/o Samuthiram, Ramamurthi s/o Dhanuskodi Naidu, Muthuvellai Ammal d/o Muthaiah Naickkar, Ramasamy Naickkar s/o Venkitta Naickkar, Manoharan s/o Thirupathi Reddiar, Alagar Ramanuja Reddiar s/o Gopal Reddiar and Kanthavel s/o Venkidasamy Naickkar vide sale deed no. 839/2007 dated 21/02/2007 who all had executed the said sale deed through their GPA holder Mr. J. Essakimuthu, who in turn was statedly appointed as such on behalf of the above named seven vendors by one Gurjant Singh s/o Sohan Singh r/o Village Khabra in District Ropar of Punjab on the strength of POA earlier executed by them in his favour. However, no copy of any such GPA whereby Gurjant Singh above named may have been appointed as their GPA by the above named seven vendors been produced on record for which reason no notice can be taken of the sale deed no. 839/2007 dated 21/02/2007 detailed in this para above. It belies comprehension as to why the above named owners of land situated in Tamil Nadu would appoint the above named Gurjant Singh as their power of attorney to execute the sale deeds on their behalf.

14. The objector has also produced on record, copy of the judgment and decree dated 28/09/2012, passed by District Munsif, Aruppukottai in CS No. 250/12 bearing the title T.K. Neelagandan Versus M. Mohanraj and S. Sundaram to contend that by virtue of the same, the said defendants therein had been restrained from interfering in his possession over the land in question comprised in Survey Nos.304/1, 304/3, 304/5, 345/3A, 345/3C,

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345/4B, 347/2, 347/3, 348/1, 350/2, 352/1, 315/2, 321/1A, 321/1B, 331/4, 332/4, 334/1, 338/4, 341/2C, 342/3A, 345/1A and 345/1C as he was statedly the owner thereof. It needs to be highlighted that the said judgement itself mentions that the above named two defendants therein had "consented" to the claim of the plaintiff therein meaning thereby that the said decree dated 28/09/2012 is a collusive decree amongst them which has no binding effect on anyone except the said two defendants therein because none of the sale deeds dated 21/02/2007 statedly executed in favour of the persons named in paras 4 to 13 of this order above are legally valid for the reasons specified in the said paras and for which reason the above named S. Debendra Patabandha, Prabir SI, Muralidhar Nayak, Sujit Sethi, Gouran Sundar Das, Sarat Chandra SI, Ratikanta Raj, Raju Dhal and Mohanee Mohan Das could not have passed on any valid title in respect of the properties in question in favour of M. Mohanraj who on his part also could not have passed on any better title in favour of the objector herein namely T.K. Neelakandan.

15. It will be pertinent to also highlight at this stage that no sale deed/title deed regarding S. Sundaram having been owner of any parcel of land, who had executed the sale deed no. 4195/2011 dated 19/06/2011 for himself produced on record. The said S. Sundaram had also executed said sale deed no. 4195/2011 in his capacity as GPA holder of S. Debendra Patabandha s/o Sarweswar Patabandha, Prabir SI s/o Chandramohan SI, Durgachandra Das s/o Hadipandu Das, Muralidhar Nayak s/o Paramanda, Sujit Sethi s/o Rabindra, Gouran Sundar Das s/o Chandi Das, Sarat Chandra SI s/o Kesab, Pradeep Kumar Das s/o Vijay Kumar Das, Ratikanta Raj s/o Rajindra Raj, Raju Dhal s/o Rabindra and Mohanee Mohan Das s/o Kshetrammohan Das with reference to their deriving title to the land in question through sale deed nos. 827, 828, 830, 831, 833, 835, 836, 837, 838 and 839, all of the year 2007, but no copy of any power of attorney which may have been executed by the above named eleven persons been produced on record for which reason no authenticity can be attached to the aforesaid sale deed no. 4195/2011 dated 19/06/2011. It will also not be out of place to mention that no sale deed/title deed whereby Durgachandra Das s/o Hadipandu Das may have earlier purchased/owned any land which he was transferring as referred to in the aforesaid sale deed no. 4195/2011 dated 19/06/2011 been produced on record.

16. Lastly it needs to be highlighted that the total sale consideration involved in sale deed nos. 827, 828, 830, 831, 833, 835, 836, 837, 838 and 839, all of the year 2007, detailed in paras 4 to 13 above, comes to Rs.40,64,685/- (Forty lakhs sixty four thousand six hundred and eighty five) and therefore it belies comprehension as to why the lands purchased through above referred sale deeds were sold together by the owner thereof for a much lesser amount of Rs.17,98,173/- (Seventeen lakhs ninety eight thousand one hundred and seventy three) vide sale deed no. 4195/2011 dated 19/06/2011 to M. Mohanraj and who in turn had further sold the same vide sale deed no. 3509/2012 dated

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28/06/2012 to the objector herein namely T.K. Neelakandan for an amount of Rs.21,35,000/- (Twenty one lakhs and thirty five thousand) in the year 2012 against the total sale consideration thereof in the year 2007 having been Rs.40,64,685/- (Forty lakhs sixty four thousand six hundred and eighty five).

17. In view of the foregoing discussion, the objection petition in hand is held to be devoid of any merit and is accordingly dismissed.

Date : 24/10/2018


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. No certified copies are being issued by this office. However, the orders passed by me can be downloaded from official website of SEBI at www.sebi.gov.in/PACL.html.

Date : 24/10/2018


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