TEM NO.301 COURT NO.2 SECTION XVII

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

I.A. 68-70, 71-73 & 74-76 in CONMT.PET.(C) No. 412/2012 In C.A. No. 9813/2011 AND CONMT.PET.(C)NO.413/2012 IN C.A.NO.9833/2011 AND CONMT.PET.(C)NO.260/2013 IN C.A.NO.8643/2012 No(s).

S.E.B.I. Petitioner(s)

VERSUS

SAHARA INDIA REAL ESTATE CORPN.LTD.&ORS. Respondent(s)

(For impleadment and directions and exemption from filing O.T. and office report)

Date : 13/07/2015 These applications were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE T.S. THAKUR
HON'BLE MR. JUSTICE ANIL R. DAVE
HON'BLE MR. JUSTICE A.K. SIKRI

For Petitioner(s)/ Applicant(s) **Mr. Paras Kuhad,Sr. Adv.**
Mr. Pradeep Kant, Sr. Adv.
Ms. Kamini Jaiswal, Adv.
Mr. Rakesh Chaudhary, Adv.
Mr. Abhimanue Shrestha, Adv.
Mr. Divyanshu Sahay, Adv.
Ms. Shumaila Altaf, Adv.
Ms. Shilpi Dey, Adv.

Mr. Shekhar Naphade,Sr.Adv.(A.C.)
Ms. Shubhangi Tuli, Adv.
Mr. Vikram Sobti, Adv.

Mr. Arvind P. Datar, Sr. Adv.
Mr. Pratap Venugopal, Adv.
Ms. Surekha Raman, Adv.
Mr. Gaurav Nair, Adv.
Ms. Niharika, Adv.
M/s. K. J. John & Co.,Adv.

For CBDT **Mr. Guru Krishna Kumar, Sr. Adv.**
Mr. D.L. Chidananda, Adv.

Signature Not Verified
Digitally signed by Mahabir Singh
Date: 2015.07.14 15:48:11 IST
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Ms. Sadhana Sandhu, Adv.
Ms. Anil Katiyar, Adv.

For RBI — Mr. Ramesh Babu M.R.,Adv.
Ms. Swati Setia, Adv.

For M/s. Divine Infra. Pvt. Ltd. — Mr. Shyam Divan, Sr. Adv.
Mr. S.S. Ray, Adv.
Ms. Rakhi Ray, Adv.

For Respondent(s) — Mr. Kapil Sibal, Sr. Adv.
Dr. Rajeev Dhawan, Sr. Adv.
Mr. Keshav Mohan, Adv.
Mr. Gaurav Kejriwal,Adv.
Mr. Sujit Koshri, Adv.
Mr. Gautam Awashthi, Adv.

UPON hearing the counsel the Court made the following

O R D E R

Ms. Kamini Jaiswal, learned counsel has filed I.As No. 68-70 of 2015, inter alia, pointing out that an extent of 45.71 acre of land situated at Gorakhpur is being alienated by the Sahara Group of Companies in favour of Samridhi Builders for a total consideration of Rs.64,00,00,000/- (Rupees Sixty Four Crores only). The applicant alleges that the actual market value of the property even according to the prevailing Circle Rates works out to over Rs.194,00,00,000/- (Rupees One Hundred Ninety Four Crores only), excluding stamp duty and taxes etc. The application further alleges that the applicant has made sufficient inquiry and after being satisfied about the prevailing market value of the property, is ready and willing to purchase the property on the very same terms and conditions as have been negotiated between the Saharas and

Samridhi for a total price of Rs.110,00,00,000/- (Rupees One Hundred Ten Crores only). The application asserts that to prove its bonafides the applicant is ready and willing to deposit 10% of the above amount as soon as this Court issues a direction to that effect. The applicant has on that premise prayed for addition as a co-respondent in these proceedings and for appropriate directions.

When these applications first came up for hearing before us on 7.7.2015, we directed the applicant to deposit a sum of Rs.11,00,00,000/- (Rupees Eleven Crores only) in this Court by way of a bank draft drawn in favour of the Registrar of this Court to prove its bonafides. By the same order we directed Mr. Chandiok, learned senior counsel appearing for Samridhi to file a certificate from the Bank concerned to the effect that the cheque offered by Samridhi for a sum of Rs.55,56,00,000/- (Rupees Fifty Five Crores Fifty Six Lakhs only) drawn in favour of SEBI was good for payment. Samridhi had in the Court offered to pay up the entire sale consideration by a bank draft of Rs.12.80 crores and a cheque for the balance of Rs.55.56 crores.

Ms. Jaiswal today informs us that she has pursuant to the above direction of this Court deposited a sum of Rs.11,00,00,000/- (Rupees Eleven Crores only) with the Registrar of this Court by way of a bank draft. Learned counsel appearing for Samridhi also handed over a draft for a sum of Rs.12,80,00,000/- (Rupees Twelve Crores Eight Lakhs only) drawn in favour of SEBI Sahara Account to Mr. Pratap

Venugopal, learned counsel appearing for SEBI. Our attention was also drawn to a certificate issued by the HDFC Bank to the effect that the cheque for Rs.55,56,00,000/- (Rupees Fifty Five Crores only) drawn in the name of SEBI Sahara Account is good for payment.

At the hearing Mr. Kuhad, learned senior counsel appearing for Samridhi was asked by us whether Samridhi was willing to match the offer made by the applicant. In response he stated on instructions from Mr. Tanmay Modi, partner of Samridhi, also present in person that Samridhi was ready to do so by revising its offer to Rs.110 crores. Counsel for the parties thereafter revised the offers of their clients upwards to eventually reach a figure of Rs.150 crores which was amount both the intending purchasers offered to pay. It was at this stage that we considered it proper to put the parties to terms before they made any further offer. It was made clear to them that before they could proceed any further they ought to deposit 25% of the amount of Rs.150 crores offered by them to show their bonafides and also agree to pay the balance 75% in 3 monthly instalments ending 30th October, 2015. Even this was acceptable to the parties. Ms. Jaiswal submitted that the applicant was ready and willing to deposit a further amount of Rs. 26.50 crores by 31st of July, 2015 which would constitute 25% of the amount of Rs. 150 crores offer by her client for the property in question.

Mr. Kuhad, learned senior counsel for Samridhi, was not far behind in making a similar offer. In fact, he offered to

deposit an amount higher than 25% also to show that he was not only keen to purchase the property but had the requisite resources to do so.

Be that as it may, the proceedings heretofore only show that the two intending purchasers are very keen to purchase the property which appears to be fairly valuable. It is also evident that they have not yet said the last word as regards the amount they are ready to pay. The offer to deposit 25% of Rs.150 crores is only meant to show their bonafides so that this Court takes the process further when the matter comes up again on the next date of hearing. Developments that have taken place till now only show that Rs.150 crores offered by the two purchasers is only the threshold or reserve price. Both of them are ready to revise the said figure upward but before we allow them to do so, we would like them to deposit 25% of Rs.150 crores as a condition precedent for further participation in competitive bidding.

We accordingly, direct that the applicants as also Samridhi represented by Mr. Kuhad shall deposit 25% of the amount of Rs.150 crores in SEBI Sahara Account inclusive of the amount already deposited by them. Since the applicant has deposited a sum of Rs.11 crores in this Court, we direct the applicant to deposit the balance amount in the SEBI Sahara Account. We make it clear that if the balance of the amount is not deposited as directed above by 31st of July, 2015, the amount already received towards the property from the defaulting party concerned shall be forfeited. We may also

mention here that the parties are agreeable to these conditions.

We also deem it proper to indicate that any further proceedings in relation to the property shall be, subject also to the condition that in case after the deposit of 25% of the amount of Rs.150 crores currently offered any one of the purchasing parties fails to make good the offer by depositing the balance amount in three monthly installments of 25% each, the amount representing 25% of the offer shall stand forfeited.

Dr. Dhawan, leaned senior counsel appearing for Sahara pointed out that certain cheques which SEBI has in its possession in connection with sale of certain other properties have not been encashed.

Mr. Venugopal, learned counsel for SEBI on the other hand submits that the purchasers had filed an application seeking extension of time and also agreed to furnish an undertaking which process has taken sometime but there has been no undue delay in the encashment of the cheques. Mr. Arvind Datar, learned senior counsel, may furnish a statement of SEBI Sahara Account and investments made to counsel for Sahara's by the next date of hearing.

List the matter on 3rd August, 2015 at 2.00 p.m.

(Ashwani Kumar)
Court Master

(Veena Khera)
Court Master