

CAMPAIGN FOR JUDICIAL ACCOUNTABILITY AND REFORMS
6/6 BASEMENT, JANGPURA B, DELHI – 110014

judicialreforms@gmail.com, judicialreforms.org

Patrons: Justice P.B. Sawant, Justice H Suresh, Shri Shantil Bhushan, Prof B B. Pandey, Dr. Bhaskar Rao, Ms. Arundhati Roy, Shri Pradip Prabh, Prof. Babu Mathew, Dr. Babu Adhav, Ms. Kamini Jaiswal, Shri Mihir Desai, Shri Manoj Mitta

Executive Committee: Prashant Bhushan, Nikhil Dey, Cheryl Dsouza, Venkatesh Sundaram, Indu Prakash Singh, Devvral, Siddharth Sharma, Dipa Sinha, Annie Raja, Rohit Kumar Singh, Pranav Sachdeva, Alek Prasanna Kumar, Ramesh Nathan, Vipul Mudgal, Indira Ummayyar, Madhuresh Kumar, Vijayan M, Harish Narasappa, Kamika Roy, Anjali Bhargava

To,
 The Hon'ble Chief Justice of India,
 Supreme Court of India,
 New Delhi.

03.03.2017



Subject: Constitution of 'in-house enquiry' for initiating appropriate action against Justice Hemant Gupta, Acting Chief Justice (ACJ) of the Patna High Court, for the alleged cases of 'disproportionate assets' and 'misbehavior'.

Dear Chief Justice,

The present complaint is directed against a sitting judge of the High Court, namely Justice Hemant Gupta who was elevated as an Additional Judge of the Punjab & Haryana High Court on 02.07.2002. He was transferred to the Patna High Court on 08.02.2016 and took over the charge of Acting Chief Justice of Patna High Court on 29.10.2016. He has been reportedly proposed by the Supreme Court collegium to become the Chief Justice of the High Court of Madhya Pradesh.

It is submitted that there are serious allegations against Justice Hemant Gupta of amassing huge wealth disproportionate to the known source of income and also of influencing the ongoing investigations against his wife for the charges of money laundering, acquiring properties illegally by creating forged/ sham agreement to sale, evading stamp duty, filing collusive suits for specific performance, transacting through shell companies for layering and structuring the transactions etc. The common modus operandi in all the acquisition, as it appears from the investigation carried by the Enforcement Directorate, is that the property dealings were made only on the basis of agreement to sale/ general power of attorney/ special power of attorney, without paying adequate amount of sale consideration, stamp duty, registration charges, income tax, capital gains, unearned profits to the government. It also appears that parties evaded stamp duty of the market price and collector rate by getting

orders from various courts. Parties created back dated agreements at the lower price below the collector rate and then file a civil suit by creating false dispute in the civil court for specific performance of agreement to sale. ED investigation further reveals that in conspiracy of parties, the civil suit is taken to Lok Adalat and compromise is made before the Lok Adalat and decree is procured by manipulating the Lok Adalat. After getting decree from Lok Adalat, sub-registrar is directed to execute sale deed at much lower price privately agreed between the parties.

Therefore, we are approaching you for constitution of "in-house enquiry committee" to verify the charges leveled against Justice Hemant Gupta and also to initiate appropriate action against the judge named.

The Hon'ble Supreme Court has laid down the "in-house procedure", for taking suitable remedial action against judges, who by their acts of omission or commission, do not follow the accepted values of judicial life, including the ideals expressed by the Supreme Court in the Restatement of Values of Judicial Life. The "in-house procedure", as determined with reference to Judges of the High Court, is accordingly being reproduced hereunder:

"HIGH COURT JUDGE:

A complaint against a Judge of a High court is received either by the Chief Justice of that High Court or by the Chief Justice of India (CJI). Sometimes such a complaint is made to the President of India. The complaints that are received by the President of India are generally forwarded to the CJI.

The Committee suggests the following procedure for dealing with such complaints:-

(1) Where the complaint is received against a Judge of a High Court by the Chief Justice of that High Court, he shall examine it. If it is substantive decision in a judicial matter or does not involve any serious complaint of misconduct or impropriety, he shall file the complaint and inform the CJI accordingly. If it is found by him that the complaint is of a serious nature involving misconduct or impropriety, he shall ask for the response thereto of the Judge concerned. If on a consideration of the allegations in the complaint in the light of the response of the Judge concerned, the Chief Justice of the High Court is satisfied that no further action is

necessary he shall file complaint and inform the CJI accordingly. If the Chief Justice of the High Court is of the opinion that the allegations contained in the complaint need a deeper probe, he shall forward to the CJI the complaint and the response of the Judge concerned along with his comments.

(2) *When the complaint is received by the CJI directly or it is forwarded to him by the President of India the CJI will examine it. If it is found by him that it is either frivolous or directly related to the merits of a substantive decision in a judicial matter or does not involve any serious complaint of misconduct or impropriety, he shall file it. In other cases the complaint shall be sent by the CJI to the Chief Justice of the concerned High court for his comments. On the receipt of the complaint from CJI the Chief Justice of the concerned High court shall ask for the response of the judge concerned. If on a consideration of the allegations in the complaint in the light of the response of the Judge concerned the Chief justice of the High Court is satisfied that no further action is necessary or if he is of the opinion that the allegations contained in the complaint need a deeper probe, he shall return the complaint to the CJI along with a statement of the response of the Judge concerned and his comments.*

(3) *After considering the complaint in the light of the response of the judge concerned and the comments of the Chief justice of the high court, the CJI, if he is of the opinion that a deeper probe is required into the allegations contained in the complaint, shall constitute a three member Committee consisting of two Chief justices of High Courts other than the High Court to which the Judge belongs and one High Court Judge. The said Committee shall hold an inquiry into the allegations contained in the complaint. The inquiry shall be in the nature of a fact finding inquiry wherein the Judge concerned would be entitled to appear and have his say. But it would not be a formal judicial inquiry involving the examination and cross-examination of witnesses and representation by lawyers.*

(4) For conducting the inquiry the Committee shall devise its own procedure consistent with the principles of natural justice.

(5) (i) After such inquiry the Committee may conclude and report to the CJI that:

- (a) there is no substance in the allegations contained in the complaint, or
- (b) there is sufficient substance in the allegations contained in the complaint and the misconduct disclosed is so serious that it calls for initiation of proceedings for removal of the Judge, or
- (c) there is substance in the allegations contained in the complaint but the misconduct disclosed is not of such a serious nature as to call for initiation of proceedings for removal of the Judge.

(ii) A copy of the Report shall be furnished to the judge concerned by the Committee.

(6) In a case where the Committee finds that there is no substance in the allegations contained in the complaint, the complaint shall be filed by the CJI.

- (7) If the Committee finds that there is substance in the allegations contained in the complaint and misconduct disclosed in the allegations is such that it calls for initiation of proceedings for removal of the Judge, the CJI shall adopt the following course:-
 (i) the Judge concerned should be advised to resign his office or seek voluntary retirement;
 (ii) In a case the Judge expresses his unwillingness to resign or seek voluntary retirement, the chief justice of the concerned High Court should be advised by the CJI not to allocate any judicial work to the judge concerned and the President of India and the Prime Minister shall be intimated that this has been done because allegations against the Judge had been found by the Committee to be so serious as to warrant the initiation of proceedings for removal and the copy of the report of the Committee may be enclosed.

(8) If the Committee finds that there is substance in the allegations but the misconduct disclosed is not so serious as to call for initiation of proceedings for removal of the judge, the CJI shall call the Judge concerned and advise him accordingly and may also direct that the report of the Committee be placed on record."

The charges leveled against Justice Hemant Gupta are as follows;

- I. That Justice Hemant Gupta through his wife namely Alka Gupta and advocate Mukesh Mittal (prime accused in Chandigarh money laundering case) laundered crores of ill gotten wealth and amassed several properties illegally.
- II. That Justice Hemant Gupta possesses wealth disproportionate to his known sources of income.
- III. That Justice Hemant Gupta tried to influence/ jeopardize the ongoing investigation by the Enforcement Directorate where his wife Alka Gupta, is one of the suspects, and properties acquired by Justice Hemant Gupta are under scanner of the Enforcement Directorate.

EXPLANATORY NOTE ON EACH CHARGE:

CHARGE I:

That Justice Hemant Gupta through his wife namely Alka Gupta and advocate Mukesh Mittal (prime accused in Chandigarh money laundering case) laundered crores of ill gotten wealth and amassed several properties illegally.

It would be relevant to mention that the Enforcement Directorate registered a FIR No. 04/2009; dated 22.07.2009, registered at PS- UT Vigilance, Chandigarh against four accused initially. The allegation as mentioned above pertains to money laundering, acquiring properties illegally by creating forged/ sham agreement to sale, evading stamp duty, filing collusive suits for specific performance, transacting through shell companies for layering and structuring the transactions etc.

During the course of investigation, ED suspected names of several others, including Mukesh Mittal, Alka Gupta and also the involvement of Justice Hemant Gupta in abusing his official position, amassing huge wealth unknown to his source of income. Pursuant to the said FIR, search and seizures were conducted on several premises of Mukesh Mittal where (as per the ED's report) the Enforcement Directorate recovered several pieces of incriminating evidence suggesting a gross case of money laundering etc. Several other FIRs have been registered by the ED and all the FIRs have been clubbed and investigation is under process..

At the outset, it is submitted that all the properties shown under the assets declaration dated 24.04.2012 filed by Justice Hemant Gupta are under investigation by the Enforcement Directorate and the wife of Justice Hemant Gupta, namely Alka Gupta, his close aide Mukesh Mittal and Alka Mittal, wife of Mukesh Mittal are named as suspected beneficial owners as per the Prevention of Money Laundering Act, 2002. A copy of the report by the Enforcement Directorate in reference to letter number F No. T-3/1/CHD/2016 dated 03.05.2016 and letter dated 08.04.2016 by the Registrar General, Patna High Court annexed and marked as **Annexure-A (Pages 6-27)**. A copy of the investigation report by the Enforcement Directorate, dated nil, regarding role of Alka Gupta, wife of Justice Hemant Gupta is annexed and marked as **Annexure-B (Pages 28-41)**.

The properties mentioned below, their mode of acquisition and reports of the ED would prima facie indicate the involvement of the Judge and his wife in the aforementioned cases.

(i) Shop No. 26, Sector 18, Chandigarh:

In the assets declaration filed by Justice Hemant Gupta the said property is shown as belonging to his wife Alka Gupta, and his mother Bimla Gupta, since 11.4.1996. His son, Prateek Gupta, became owner of one half share of the said shop as heir of Bimla Gupta. A copy of the assets declaration of Justice Hemant Gupta dated 24.04.2012 is annexed and marked as **Annexure-C (Pages 62-63)**.

Facts of the case:

On March 1, 1989, the Shop No. 26, Sector 18, Chandigarh was allotted to Jaiswal brothers by the Chandigarh Administration on

lease for Rs. 4.80 lakh over which a shop was constructed by Jaiswal brothers. They raised construction of the shop during the period from 1989 to 1993. On 26.08.1992, the said lease was cancelled on account of non payment of balance 75% of the premium. On 22.04.1994, Alka Mittal, wife of Mukesh Mittal and Dulari Mittal, mother of Mukesh Mittal purportedly formed a company in the name of "RMC Printers Private Limited". The company is shown to be registered at House number 211, Sector 18, Chandigarh, the ancestral residential property of Hemant Gupta (also mentioned in the asset declaration of the judge as residential house of the judge). A copy of the registration certificate of RMC Printers Private Limited dated 22.04.1994 and a copy of the annual return of RMC Printers Private Limited for the year 2004 and 2005 is annexed and marked as **Annexure-D (Pages 64-34).**

On 22.11.1994 the said lease was restored by the competent authority. The lessee had to pay around 9.31 lakhs as penalty for delayed payment of 75% of the premium amount. On 25.03.1996 lease deed was executed by the Estate Office, Chandigarh in favour of Jaiswal brothers. On 11.04.1996 Jaiswal brothers executed transfer of lease rights in favour of RMC Printers. On the very same day, purportedly an agreement to sell dated 11.04.1996 was executed between RMC Printers in favour of Alka Gupta & Bimla Gupta. The very next date, i.e. on 12.04.1996; purportedly a rent agreement was executed between Alka Gupta & Bimla Gupta and Justice Hemant Gupta (as having special power of attorney on behalf of RMC Printers). The said property appears to have been given on rent to one Sanjay Puri and Manish Puri for Rs 11,000/- per month. A copy of the agreement to sale dated 11.04.1996 is annexed and marked as **Annexure-E (Pages 45-38).**

It is important to mention that on 18.05.1998 and 28.06.1998, Alka Gupta and Bimla Gupta took over RMC Printers as directors, respectively. On **June 6, 2005**; Alka Gupta and Bimla Gupta, the wife and mother of Justice Hemant Gupta respectively, filed a civil suit for specific performance of contract against RMC Printers (in which they were directors at the relevant time) submitting before the court that the company had agreed to sell shop number 26, sector 18, Chandigarh to them by way of an agreement to sell dated 11.04.1996.

It is interesting to note that Alka Mittal (wife of Mukesh Mittal) appeared in the said civil suit as a party defendant, representing RMC Printers, and misled the court, saying that the company had entered into a compromise with the Plaintiffs, namely Alka Gupta and Bimla Gupta, and the said shop would be transferred to them as per the terms of the agreement dated 11.04.1996. That Justice Hemant Gupta apparently using his official position influenced the presiding officer of the court and the Lok Adalat, in settling the matter in a quick span of three days which was done vide an order dated 10.06.2005. Following the orders of the Lok Adalat, the transfer deed was registered on 11.01.2007 without obtaining NOC from the Estate Office, Chandigarh. The Sub Divisional Magistrate vide an order dated 24.07.2007 directed release of the transfer of lease deed without charging deficit stamp fee. A copy of the order dated 10.06.2005 by the Permanent Lok Adalat, Chandigarh is annexed and marked as **Annexure-F (Pages 95-101)**. A copy of the deed of transfer dated 11.01.2007 is annexed and marked as **Annexure-G (Pages 102-105)**. A copy of the order dated 24.07.2007 by the Sub Divisional Magistrate; Chandigarh is annexed and marked as **Annexure-H (Pages 106-107)**.

The manner of acquisition of the said property seems dubious on account of the following:

a. A bare perusal of the agreement dated 11.04.1996, which was entered into between RMC Printers Pvt. Ltd. and the mother and wife of the Judge, would show that it is unattested and hence its genuineness could not be verified. It bears serial number of cheques, dated 12.04.1996 and thus seems to be antedated and forged. Justice Hemant Gupta has attested the said agreement as first witness (bearing his residential house just below his signature). The signature of Bimla Gupta (mother of Justice Hemant Gupta) also appears to be forged since it does not match with her signatures on other documents including the government records.

b. The total sale price was fixed for Rs 4,95,000/- which seems to be highly improbable as the lessee itself got the property at around 11 lakhs (after payment of 25% of Rs 4.80 lakhs and further payment of Rs. 9.31 lakhs as delayed payment). It remains unexplained why a person would transfer his leasehold rights at a throwaway price when the price of the property had increased manifold (in crores). It is also

not clear how and why and at what price Jaiswal Brothers transferred this property to RMC Printers.

c. As per the agreement, last date for final payment was 31.12.1996. It is pertinent to mention that in cases for specific performance time is the essence of contract, but in the said case no party to the said agreement ever sent any notice, or filed any suit/ proceeding in the court of law for specific performance or denial to perform the said agreement till 06.06.2005 (after Justice Hemant Gupta had become a judge). Such inaction on the part of the parties to the agreement is unexplained and appears that the said agreement was created ante dated to illegally acquire the said property.

d. On 06.06.2005, Alka Gupta and Bimla Gupta filed a suit for specific performance which was referred to lok adalat and in a short span of 3 days lok adalat passed a decree on 10.06.2005 in favour of Alka Gupta and Bimla Gupta.

e. The assets declaration by the judge mentions that his wife Alka Gupta is owner of half of the said property since 11.04.1996, and the other half belongs to HUF (Hindu Undivided Family) since 04.05.1998.

The acquisition and also the manner in which it was acquired is under investigation by the Enforcement Directorate.

(ii) Property situated at 136-140/93, Industrial Area, Phase-I, Chandigarh

As per the assets declaration by the judge, half of the share in the said property is owned by Alka Gupta and the other half belongs to the HUF, since 10.08.1998.

Facts of the case:

The said property was allotted to one Harjit Singh by the Chandigarh Industrial and Tourism Development Corporation on 03.04.1978 with the condition that the said property cannot be transferred or mortgaged to any other person. On 10.07.1995, purportedly an agreement to sell was executed between Harjit Singh and one Rajiv Kumar Sabharwal. Again on 11.07.1995, Harjit Singh executed one General Power of Attorney in favour of Mahesh Kumar Sabharwal. On 10.08.1998, the same person Harjit Singh gives special power of attorney to Justice Hemant Gupta and Mukesh Mittal (the main

accused in money laundering scam) to manage the property on his behalf. On the very same day i.e. 10.08.1998, as it appears from the investigation and the seizure of several incriminating evidence done by the ED, one agreement to sell was also purportedly executed by Rajiv Kumar Sabarwal and Mahesh Kumar Sabharwal in favour of Alka Gupta and J V Gupta, wife and father of Justice Hemant Gupta respectively. Again a lease deed was executed on 23.03.2009 by Mukesh Mittal (acting on behalf of Harjeet Singh) vide the GPA dated 10.08.1998 in favour of Harjeet Singh whereby Mukesh Mittal changes the status of Harjit Singh from allottee to lessee. It is important to mention that as per the Enforcement Directorate's report the said property still vests in the name of original allottee/ lessee Harjit Singh, still the Judge in his asset declaration has mentioned his wife as owner of half of the said property and his HUF as owner of the other half.

The terms of allotment was that the said property cannot be transferred to any other person. Investigation done by ED also suggests that the said property could not have been transferred to any person by lease or GPA/SPA. Despite the fact that there was total restriction on transfer of the said property, as per the assets declaration of the judge, one half of the share in the said property is shown to be owned by his wife Alka Gupta and the other by his HUF, since 10.08.1998. It appears that all the SPA/GPA/Lease executed amongst the parties, including with Alka Gupta and Justice Hemant Gupta were illegal and benami transactions.

The acquisition and also the manner in which it was acquired is under investigation by the Enforcement Directorate.

(iii) Property situated at 46, Industrial Area, Phase-I, Chandigarh:

Facts of the case:

That on 22.07.1971, the aforesaid property was sold by the owner Ramji Dass to one Smt. Swarn Kaur for Rs. 80,000/-. A 'shell company' called "GMT Printers Private Limited" was incorporated on 22.04.1994. The wife of the judge, namely Alka Gupta and Bimla

Gupta, mother of the judge were directors, and shareholders of the said company, along with Alka Mittal, wife of Mukesh Mittal. Since the date of inception, registered office of the said company is the residential address of Justice Hemant Gupta (House No. 211, Sector-18, Chandigarh). A copy of the registration certificate of GMT Printers dated 22.04.1994 and a copy of the memorandum of association is annexed and marked as **Annexure-I (Pages 108-115)**).

On 02.06.1994, the GMT Printers passed a resolution to purchase the aforementioned plot. On 29.06.1994, the said property was sold by Smt. Swarn Kaur to GMT Printers for Rs 7,87,500/-. The directors of the company, namely Alka Gupta, Bimla Gupta and Alka Mittal executed a general power of attorney in favour of Mukesh Mittal for managing affairs of the property. Lease agreement (w.e.f. 01.04.1999) was executed by GMT Printers in favour of R K Mittal, Mukesh Mittal, Chetan Mittal, Alka Mittal, Monica Mittal etc. for half of the area of the plot situated at 46, Industrial Area, Phase-I, Chandigarh. On 14.02.2005, an agreement to sell was executed by GMT printers in favour of one M L Tayal for 50 % of the share; in favour of R K Mittal for 25 % of the share and rest 25 % in favour of four persons namely, Vivek Mohan Mittal, Monica Mittal, Mukesh Mittal and Arvind Mittal.

The Enforcement Directorate in its report raises serious doubt to the genuineness of the lease deed and agreements mentioned hereinabove as the shareholders of the same company that is GMT Printers are selling and purchasing property amongst them.

On 23.04.2005, a compromise deed was entered into by M/s M L Tayal & Sons (M L Tayal is the father in law of Justice Hemant Gupta) and GMT Printers. On 25.04.2005, M L Tayal filed a suit for specific performance of the agreement dated 14.02.2005. The matter was referred to lok adalat and vide an order dated 02.05.2005, the said suit was decided in favour of M/s M L Tayal & Sons. On 09.05.2005, a sale deed was executed by the GMT Printers in favour of M/s M L Tayal & Sons regarding 50 % of the shares of the property owned by GMT Printers. The consideration for the said sale was only Rs 4 lacs in the situation where the market price of the land runs into crores. That Justice Hemant Gupta using his official position seems to have

influenced the presiding officer of the court and the Lok Adalat, in settling the matter in a quick span which was done vide an order dated 02.05.2005. Following the orders of the Lok Adalat, the transfer deed was registered on 09.05.2005. A copy of the order dated 02.05.2005 by the Permanent Lok Adalat, Chandigarh is annexed and marked as **Annexure-J (Pages/16-119)**. The said property was transferred evading stamp duty and the file noting of Chandigarh Estate office would show that sale deed was executed by paying stamp duty of Rs 24,000/- leaving stamp duty of Rs 5,98,830/- unpaid. A copy of the file noting of the Chandigarh Estate office 25.05.2010 is annexed and marked as **Annexure-K (Pages /20 - 121)**.

As per the EDs report the aforesaid transactions are collusive and illegal and an attempt not to pay stamp duty over the said property while executing the sale deed dated 09.05.2005. The ED report further indicates the transactions in selling the said property to one builder Jubilant Buildcon Pvt. Ltd. are collusive and undervalued.

The acquisition and also the manner in which it was acquired **is under investigation by the Enforcement Directorate.**

(iv): **Plot No. 658, Industrial Area, Phase-I, Chandigarh**

According to the report filed by the Enforcement Directorate, another case of fraud, creating false deed, evading stamp duty and illegal acquisition of *Plot No. 658, Industrial Area, Phase-I, Chandigarh* surfaced where Alka Gupta and the judge, having close nexus with Mukesh Mittal are allegedly involved.

The ED report categorically states that the aforementioned property still vests in the name of M/s Bharat Ice & Steel Industries Ltd. as per the information furnished on the website of the Estate Office, Chandigarh. The EDs report further reveals that several agreements/ GPAs/ SPAs were recovered during search and seizure. ED opines that the documents seized appears to be false and fabricated created ante dated to give legal colour and then getting the property transferred by filing civil suit, getting it settled through lok adalat in quick span and thereby evading stamp duty too.

In this particular, a civil suit no. 179/2000 was filed by persons associated with Mukesh Mittal (as plaintiffs) against the defendant M/s Bharat Ice & Steel Industries Ltd. On 10.08.2000, Mr. Hemant Gupta (now Justice Hemant Gupta) appeared as counsel for the defendant M/s Bharat Ice & Steel Industries Ltd. It is interesting to note that Justice Hemant Gupta appeared on behalf of defendant and admitted claims made by the Plaintiffs. On the basis of the submissions made by the counsel (Justice Hemant Gupta) for M/s Bharat Ice & Steel Industries Ltd. the court passed a decree dated 09.11.2000 making the agreement to sell in favour of families of Mukesh Mittal, absolute.

It is important to point out that Enforcement Directorate in its report states that 'It is a matter of investigation whether Justice Hemant Gupta had bought this plot from M/s Bharat Ice & Steel Industries Ltd. on GPA/ATS/ Will and further sold it on sub-SPA. sub-GPA or ATS as the property is changing ownership since 1999 and no sale deed of this plot has been executed till date'.

The acquisition and also the manner in which it was acquired is under investigation by the Enforcement Directorate.

CHARGE II:

That Justice Hemant Gupta possesses wealth disproportionate to his known sources of income.

That Justice Hemant Gupta after being elevated as a judge of the High Court abused his position to amass several properties, primarily in Chandigarh, illegally and by abusing his position as a judge. It is pertinent to mention that the mode and consideration of acquisition of all properties of the judge except the residential house, is under investigation by the Enforcement Directorate (already indicated in Charge I above). It is further pertinent to mention that Ms. Alka Gupta, wife of Justice Hemant Gupta is one of the suspects in the aforementioned case

The summary of assets declared on 24.04.2012 (which allegedly contains the assets declared by the judge in the year 2010) by Justice Hemant Gupta and the reports of the Enforcement Directorate would

reveal that properties mentioned at serial 1.2, 1.3, and 1.4 of the said declaration are under ED probe. Moreover, said declaration would reveal huge wealth amassed in the name of his son Prateek Gupta (200 gram-Gold, PPF deposit of Rs. 16,54,026 deposit of Rs. 12,00,000 in a firm and deposit of Rs. 60,000 in mutual funds) along with one half share in Booth No. 26, Sector 18-D, Chandigarh, and daughter Kavya (480 gram-Gold, PPF deposit of Rs. 15,34,634), at the time when both of them were dependant on Justice Hemant Gupta. The real value of the immovable assets and deposits in the name of HUF go beyond the declared income of the judge. It is important to mention that the Enforcement Directorate in its report mentions that the reconstruction of the house no. 211, sector 18A, Chandigarh, (the ancestral house) by Justice Hemant Gupta, involved expenditure of around 12-15 crores and is a matter of investigation. A copy of the assets declaration of Justice Hemant Gupta dated 24.04.2012 is already annexed and marked as Annexure-C.

On account of the facts and figures narrated hereinabove it transpires that the present case is a gross case of disproportionate assets where the judge and his family has amassed huge wealth, owns several properties worth crores which go beyond the disclosed source of income of the judge.

CHARGE-III:

That Justice Hemant Gupta tried to influence/ jeopardise the ongoing investigation by the Enforcement Directorate, where his wife Alka Gupta, is one of the suspects, and properties acquired by Justice Hemant Gupta are under scanner of the Enforcement Directorate.

That Justice Hemant Gupta in gross misbehavior and abuse of the office tried to influence the investigation being carried out by the Deputy Director, Enforcement Directorate in FIR No. 04/2009; dated 22.07.2009, registered at PS- UT Vigilance, Chandigarh. During course of investigation, ED suspected names of several others, including Mukesh Mittal, Alka Gupta and also alleged involvement of Justice Hemant Gupta. Pursuant to the said FIR, search and seizures were conducted on several premises of Mukesh Mittal where (as per the ED's report) the Enforcement Directorate recovered several pieces of incriminating evidence suggesting a gross case of money laundering

etc. According to the report of the Enforcement Directorate, the secretary of the judge namely Dalbir Singh (while investigation of the case being in progress) called the Investigating Officer (on behalf of the Justice Hemant Gupta) on 16.03.2015 at around 10.15 and requested the IO to talk to Justice Hemant Gupta. Again at around 11.30 am on the same day the IO received call from the mobile number of Dalbir Singh who gave the phone to Justice Hemant Gupta. Justice Hemant Gupta then enquired from the IO about the status of RMC Printers Pvt. Ltd. case in which his wife Alka Gupta and close aid Mukesh Mittal are suspects and beneficiaries of the crime and insisted for a meeting with the IO/ ED officers. The ED reports also suggest that the judge insisted to meet the IO of the case on several other occasions with a view to influence/ intimidate the officers of ED to hush up the investigation. The Enforcement Directorate upon verification of the calls found the mobile number registered in the name of Dalbir Singh, Secretary of Justice Hemant Gupta. *The complainant has call recording of the aforesaid conversation between the judge and the ED officer, which may be produced before the 'in-house enquiry' committee as and when required.* A copy of the file noting dated 25.03.2015 by the Assistant Director, PMLA is annexed and marked as **Annexure-L (Pages 122)**.

That the ED's report further reveals that Alka Gupta, Bimla Gupta and the judge have close connections with Mukesh Mittal and all the properties that form part of the asset declaration of the judge is part of the investigation by the ED. The said report further suggest that there were no business operation in RMC Printers Private Limited and GMT Printers Private Limited and both companies had no declared assets, therefore, shell companies.

The Enforcement Directorate's note (addressed to the JDE/CDZO, dated 20.06.2016) reveals that during search and seizure, the ED had seized highly incriminating evidence against the judge and his family. The said facts were substantiated by several complaints that were received in the office of the Directorate, ED; these complaints against the family of the judge are mentioned in ECIR/05/2013/CDZO registered on the basis of the FIR No. 04/2009. The investigation reveals commission of grave offences of money laundering, tax evasion, non-payment of stamp duty etc.

That in May, 2015, the advocate members of the Punjab and Haryana High Court Bar Association made several complaints against the judge to the Chief Justice of the High Court and requested for his transfer and/ or removal from office. It is important to mention that the brother of Mukesh Mittal, namely Chetan Mittal is the ASG in Punjab & Haryana High Court. The Enforcement Directorate has also questioned the role of Chetan Mittal in transactions under investigation. The judge has interfered with the ongoing investigation of the case by not only calling and influencing the IO/ other officers, but also getting the case transferred from Chandigarh to Enforcement Directorate, HQ, New Delhi somewhere in July 2016. Justice Hemant Gupta is known close to the present Finance Minister under whom the ED functions. More so, attempts have been made on several occasions to thwart the investigation by getting the officers of ED transferred out from Chandigarh.

That in view of the charges mentioned hereinabove, and explanatory note on each charge, it is apparent that there are sufficient prima facie evidence for initiation of 'in-house inquiry' against Justice Hemant Gupta. It is therefore respectfully prayed that an "in house enquiry" should be constituted at the earliest to look into the above-mentioned charges and take consequent action thereupon.

Thanking you,

Prashant Bhushan
(Prashant Bhushan)

On behalf of CJAR

Copy to:

1. Hon'ble Shri J. Dipak Mishra
2. Hon'ble Shri J. Jasti Chelameswar
3. Hon'ble Shri J. Ranjan Gogoi
4. Hon'ble Shri J. Madan Bhimarao Lokur



for HMT Dipak Mishra

11 Jasti Chelameswar

11 Ranjan Gogoi

11 M.B. Lokur,

This is in reference to the letter F.No.T-3/1/CHD/2016, dated 03/05/2016 received from Head Office, New Delhi with regard to letter dated 08/04/2016 of Sh. VK Sinha, Registrar General, High Court of Patna in respect of inquiry under the Prevention of Money Laundering Act 2002 by the CDZO against Mrs. Alka Gupta, wife of Hon'ble Mr. Justice Hemant Gupta, now judge of Patna High Court.

1. REGISTRATION OF ECIR:

That the Police station UT Vigilance, Chandigarh received a complaint filed by Sh. Tara Singh, an NRL, regarding illegal sale of his SCF No. 08, Sector 20/C, Chandigarh (CP1298) behind his back without any sale power or authority by land mafia, advocate with the connivance of the Estate Officials and a FIR No. 04/2009 was registered with PS-UT Vigilance, Chandigarh on 22.07.2009 against the four accused persons. Thereafter, Police filed its 1st Chargesheet on 20.10.2009 for the offences u/s 419, 420, 467, 471 & 120-B of IPC against the three accused and a supplementary charge sheet was filed by the UT Vigilance Police for the offences u/s 419, 420, 467, 468, 471, 201 and 120B of IPC and offences u/s 13(1)(d) & 13(2) of the Prevention of Corruption Act, 1988, against the five accused persons in the month of January-2014 by adding two estate officials. On the basis of information received from the Chandigarh Police, it was revealed that the persons (accused as per FIR) were directly or indirectly indulging in illegal sell of a property i.e. SCF No. 08, Sector 20/C, Chandigarh connected with the proceeds of crime and they projected the suspected proceeds of crime as untainted properties. Therefore, on the basis of FIR No.04/2009, an ECIR was registered vide number ECIR/CDZO/05/2013 on 25.03.2013 for investigation of the matter under the provisions of the PMLA-2002.

2. Search & Seizure: That during investigation under present ECIR a search action was carried out on 13.01.2015 at six premises in Chandigarh including the office-cum-residential premises of Mukesh Mittal Advocate, resulting in seizure of highly incriminating documents related to moveable and immovable properties (benami and otherwise, which is a matter of investigation) more than 200 bank accounts (including Benami account holders), 214 blank signed cheques (by Benami account holders), 36 signed/unsigned & filled/named cheques, records related to several shell companies (without any business activities and having heavy financial transaction) and documents of more than 50 immovable properties were seized which were believed to be linked with the suspected 'Proceeds of Crime'. This Directorate is carrying out detailed investigation to establish

the quantum of proceeds of crime, the involvement of the accessories of this crime, the process of structuring and layering resorted to by the suspects and their associates.

3. During investigation it revealed that Mukesh Mittal, Advocate in all his property dealings never used to directly get the sale deed executed and registered in his own name or in the name of his associates, family and others. Most of the land deals were made only on the basis of Agreement to sell, General Power Attorney (GPA), Sub-GPA, Special Power Attorney (SPA), sub-SPA and Lok Adalat decrees (passed in fake settlement of disputes by beneficiaries by showing a fake compromise) without paying any or adequate amount of sale consideration, stamp duty, registration charges, income tax, capital gain and unearned profits to the government. It also revealed that most of the parties evaded stamp duty of the market price and collector rate by getting orders from various courts, whereby stamp duty is not being paid according to the Collector Rate as well as the rates prevailing in the market in their own interest. They create back dated agreements at the lower price below the collector rate and then file a civil suit (by creating a fake dispute) in the Civil Court for specific performance of the agreement to sell. Thereafter in a conspiracy of both the parties, the civil suit is taken to the Lok Adalat and before the Lok Adalat a compromise is made and a decree is procured by manipulating the Lok Adalat. Thereafter, the Sub-Registrar is directed to execute the sale deed at the lower price which is determined by the seller/ purchaser privately in back dated agreements, just to obtain sale deeds at a lower price and thus cause loss to Government Exchequer. This is how ill-gotten wealth is utilised and the proceeds of crime generated/laundered in property deals and is under investigation in this case under the provisions of the PMLA.
4. It is pertinent to mention here that on 16.03.2015, at around 11:40 AM, Justice Sh. Hemant Gupta called the IO and talked on the matter of RMC Printers Pvt. Ltd and insisted to meet in his office/High Court or residence and even offered to come to the office of the IO. Thereafter the IO came to know that who are Smt. Alka Gupta & Bimla Gupta and it was also found as to how both the families of Mukesh Mittal and Justice Hemant Gupta are interconnected and involved in sell and purchase of the properties in Chandigarh only on self created documents i.e. 'agreement to sell' etc.
5. Subsequently, during investigation as per the seized documents and documents called for from the various authorities like Estate office, Banks, ROC, Income-Tax Deptt., Chandigarh Police, Revenue authorities in Himachal Pradesh and various complaints, the names of other people came

out and out of which the names of Smt. Alka Gupta and Smt. Bimla Gupta wife and mother respectively of Justice Sh. Hemant Gupta and Sh. Hemant Gupta have also emerged in some properties. After search action u/s 17 of the PMLA, complaints from many complainants were also received by this Office directly and from the head office. Out of which the some complaints are pertaining to Mukesh Mittal, Justice Sh. Hemant Gupta, Smt. Alka Gupta and Smt. Bimla Gupta and the same have taken on record for investigation. Gist of such complaints is as under:

S. No.	Complainant	Date of the complaint received	Gist of the Complaint
1.	Sh. Yashpal Chandana in his criminal complaints at Public Window of Chandigarh Police bearing Complaints No. 201400964 dated 23.01.2014 and No. 201503786 dated 06.04.2015 filed by him with Chandigarh Police. Therein the IGP, Chandigarh has referred his complaints to the Chief Vigilance Officer due to administrative matter for a thorough inquiry to be done by vigilance cell to ascertain the truth in the attached complaints. A copy of the same letter was also endorsed to this Directorate for necessary action.	16.01.2015 and 08.06.2015	This complaint pertains to the personal assets of Justice Hemant Gupta and his family to be criminally prosecuted for cheating, evasion of stamp duty, impersonation, preparation of false documents, forgery, fabrication, misappropriation, embezzlement, money laundering, defrauding the court by filing a case against themselves to obtain a decree etc. for usurping the property by the family of Sh. Hemant Gupta without sale consideration and this way they acquired Booth No. 26, Sector 18, Chandigarh and Plots No. 136-140/93, Industrial Area, Phase-1, Chandigarh.
2.	Sh. Pradeep Sharma	06.04.2015	The complaint has reference of following prime properties in city Chandigarh which have been transferred without sale consideration being passed from seller to buyer merely on GPA/SPA causing loss to the Government revenue. (1). Booth No. 26, Sector-18, Chandigarh has been transferred from family of Mukesh Mittal to the family of Justice Hemant Gupta for nil consideration through a shell company and got registered without paying stamp duty, unearned profits etc. and through a process of a fake litigation in the Lok Adalat. (2). Plots No. 136-140/93, Industrial Area, Phase-1, Chandigarh, which as per Chandigarh administration bye-laws this property cannot be sold or mortgaged in any manner by the allottee subsequently made lessee Sh. Harjit Singh. But Justice Hemant Gupta has fraudulently claimed ownership of the property in the name of his wife while being joint SPA holder till date with Mukesh Mittal, main suspect. (3). Plots No. 46 and 658, Industrial Area, Phase-1, Chandigarh has changed ownership many times on GPA/ATS and there is also allegation of misuse of Lok Adalat and civil court.
3.	Sh. Vivek Bhandari/Pradeep Sharma	13.12.2015 and June 2016	Extravagant expenses amounting to Rs. 12 to 15 crores spent on re-construction of the house of Justice Sh. Hemant Gupta i.e. H. No. 211, Sector-18/A, Chandigarh against the total salary received by him from 2002 in the sum of Rs. 86 lakhs after-tax where his where his family bank savings are Rs. 1.4 crores.

6. Further out of the seized documents of various properties and complaints received from various complainants it has emerged that Smt. Alka Gupta, Smt. Bimla Gupta and Justice Sh. Hemant Gupta have been found to be an associate of Mukesh Mittal in the following properties which are suspected properties and are under investigation:

- Plot No. 658, Industrial Area, Phase-I, Chandigarh
- Plot No. 46, Industrial Area, Phase-I, Chandigarh
- Plot No. 136-140/93, Industrial Area, Phase-I, Chandigarh
- H. No. 211, Sector-18/A, Chandigarh
- Booth No. 26, Sector-18, Chandigarh.

7. Further while investigating the seized documents of properties and scrutiny of various complaints, the records were called for, from the ROC, Chandigarh pertaining to all the companies wherein Mukesh Mittal was/is a Director. As per the records sent by the ROC, Chandigarh, the families of Justice Sh. Hemant Gupta and Mukesh Mittal were closely associated in the following two shell companies: –

S. No.	Name of the company	Registered address of the company	Transacted property through the company	Nature/b usiness of the company	Assets owned by the company as on date
1.	RMC Printers Private Limited	H. No. 211, Sector -18/A, Chandigarh which is residential house of justice Sh. Hemant Gupta.	Booth No. 26, Sector-18, Chandigarh	No business activity	No asset.
2.	GMT Printers Private Limited	Initially H. No. 211, Sector-18/A, Chandigarh till the year 2005 and presently H. No. 1526, Sector-18D, Chd residential house of Mukesh Mittal	Plot No. 46, Industrial Area, Phase-1, Chandigarh	No business activity	No asset

8. A chart showing the details of the Directors alongwith period of Directorship is as under:

Name of the Company/CIN/ PAN	DOI	Address of the Company	Name of the Directors	DIN	Date of appointment as Director	Date of Cessation
M/s RMC Printers Pvt. Ltd. U22212CH1994P TC014479	22.04.1994	Kothi No. 211, Sector 18/A, Chandigarh (Residential address of Sh. Hemant Gupta)	a. Alka Mittal	0017 1458	22.04.1994 & 28.02.2009	28.02.2009 27.06.2009
			b. Dulari Mittal		22.04.1994	
			c. Mukesh Mittal	0017 4207	28.02.2009	
			d. Bimla Gupta	0165 7991	28.06.1998	
			e. Alka Gupta	0018 4349	18.05.1998	
M/s GMT Printers Pvt. Ltd. U22212CH1994P TC014478 (Mukesh Mittal is one of the shareholders in this company)	22.04.1994	Kothi No. 211, Sector 18/A, Chandigarh till 2005 and presently is H. No. 1526, Sector 18/D, Chandigarh (Residential address of Mukesh Mittal)	a. Alka Mittal	0017 1458	22.04.1994	
			b. Alka Gupta	0018 4349	22.04.1994	
			c. Bimla Gupta	0165 7991	22.04.1994	
			d. Vivek Mohan Mittal		25.08.2001	
			e. Kartik Tayal	0074 0319	14.11.2000	
			f. R.K. Mittal	0017 1341	02.09.1995	
			g. Vikarm Garg		25.02.2002	

9. Trail of the properties and suspected beneficial owners of the alleged properties :

i. **Booth No. 26, Sector-18, Chandigarh.** (Shown as ownership and having possession by family of Sh. Hemant Gupta through the company RMC Printers Pvt. Ltd.)

S. No.	Particulars of the transaction	Date of transaction	Amount involved
1.	Property (Booth No. 26) allotted to Sh. Prem Jaiswal & Jaipal Jaiswal and the date of possession	12.02.1989 and 08.03.1989	Rs. 4.80 lacs
2.	Raised construction of the shop on the site allotted before 1993 by Jaiswal Bros.	1989 to 1993	Amount to be calculated.
3.	Lease of the site was cancelled on account of non-payment of balance 75 % of the premium	26.08.1992	--
4.	Company RMC Printer Pvt. Ltd. incorporated with Alka Mittal w/o Mukesh Mittal and Smt. Dulari Mittal mother of Mukesh Mittal as subscriber shareholders and first directors of the Company with registered office at the residence of Justice Hemant Gupta (211, Sector 18, Chandigarh).	22.04.1994	--
5.	The appeal against the cancellation of the lease of the site was allowed and the site was restored to the lessee Jaiswal Bros by the order of Ld. CA.	22.11.1994	--
6.	Payment made by the lessee against the site to the Chandigarh administration up to 25.03.1996 (as per website of the Estate Office Chandigarh)	12.02.1989 to 25.03.1996	Rs. 9.31 Lacs only
7.	Lease deed executed by the Estate office Chandigarh in favour of Jaiswal Bros.	25.03.1996	Rs. 9.31 lacs without including the cost of construction
8.	Alka Gupta and Bimla Gupta issued a cheque for sale consideration for purchasing the shop.	26.03.1996	Rs. 90,000.
9.	Jaiswal Bros execute Transfer of Lease rights in favour of RMC printers Private Limited owned by Mittal family	11.04.1996	Rs. 4.80 lacs
10.	Agreement to sell executed between RMC Printers Pvt. Ltd represented by Alka Mittal and Dulari Mittal in favour of Alka Gupta & Bimla Gupta, which as per the complainant is an ante dated document and no consideration as part of agreement to sell was paid to RMC Printers Pvt Limited in that year.	11.04.1996	Rs. 4.95 lakhs
11.	A rent agreement registered executed in favour of Sh. Prem Jaiswal (original allottee of the booth) by Smt Alka Gupta through Special Power of Attorney Sh. Hemant Gupta.	12.04.1996	Rs. 10,500/- per month.
12.	Transfer letter in favour of purchaser company (RMC Printers Private Limited) was issued by the estate office Chandigarh	06.06.1996	--
13.	A rent agreement executed between Smt. Bimla Gupta and Alka Gupta through their Special Power of Attorney Sh. Hemant Gupta and S/Sh. Sanjay Puri and Manish Puri as they were inducted as tenants, whereas RMC Printers P Limited is the owner of the property.	18.09.1997	Rs. 11,000/- per month
14.	Smt. Alka Gupta and Smt Bimla Gupta took over as the director of RMC Printers P Limited replacing Alka Mittal and Smt. Dulari Mittal.	18.05.1998 & 28.06.1998 respectively	--
15.	Smt. Alka Mittal w/o Mukesh Mittal without being the director in the company passed a resolution by herself projecting as director of the company.	01.06.2005	--
16.	The Directors Smt. Alka Gupta and Smt. Bimla Gupta filed a civil suit against their own company RMC Printers P Limited for specific performance of agreement to sell 11.04.1996.	06.06.2005	--
17.	Lok Adalat passes a decree for specific performance directing RMC printers Private	10.06.2005	Rs. 4.95 lakhs

	Limited to get the sale deed registered in favour of Alka Gupta and Bimla Gupta.		
18.	Deed of transfer of leasehold rights executed by RMC Printers Pvt. Ltd in favour of Smt. Alka Gupta and Smt. Bimla Gupta without obtaining NOC from the Estate Office, Chandigarh.	11.01.2007	Rs. 4.95 lacs
19.	Deed of transfer of lease rights was impounded as it was deficient in stamp fees and got registered without NOC and subsequently released on the orders of collector Chandigarh.	24.04.2007	Rs. 4.95 lakhs
20.	The Directors Smt. Alka Gupta and Smt. Bimla Gupta resigned from the company as directors and Alka Mittal and Mukesh Mittal become the directors of the company RMC Printers P Limited.	27.06.2009 28.02.2009	--
21.	The share of Smt. Bimla Gupta (since deceased) transferred to her grandson Mr. Prateek Gupta S/o Justice Sh. Hemant Gupta as legal heir of his grandmother on the basis of registered Will.	19.04.2010	--
22.	RMC printers Private Limited gets stripped off its only asset and is left with no business or asset after the execution of the deed of transfer of lease rights in favour of Alka Gupta and Bimla Gupta.	--	--

The department is still investigating the purpose of formation of these companies, where they have given a declaration to the ROC that these companies do not have any business activity.

ii. **Plot No. 136-140/93, Industrial Area, Phase-I, Chandigarh.**

As per declaration on the website of High Court of Punjab & Haryana, Justice Hemant Gupta has stated that his wife Smt. Alka Gupta to be one half owner and his HUF being the Karta himself to be the owner of the other half of this property since 10.08.1998, whereas this property is still in the name of its original allottee Sh. Harjeet Singh, now lessee and it is the subject matter of the investigation under PMLA-2002 as to who and how is/are the beneficial owner/s of this property. Legally, family of Justice Hemant Gupta cannot be the owner on account of the property being non transferable as per rules from the original allottee.

S. No.	Particulars of the transaction	Date of transaction	Amount involved
1.	Property Plots No. 136-140/93 allotted by Chandigarh Industrial and Tourism Development Corporation to Sh. Harjeet Singh, with a condition that it cannot be transferred/mortgaged to anyone.	03.04.1978	--
2.	Agreement to sell executed between original allottee Harjeet Singh in favour of Rajiv Kumar Sabharwal	10.07.1995	
3.	GPA executed by Sh. Harjeet Singh in favour of Mahesh Kumar Sabharwal	11.07.1995	
4.	Sh. Harjeet Singh Allottee gives a Special Power of Attorney jointly, individually/either or survivor in favour of Sh. Hemant Gupta and Mukesh Mittal the main accused to manage the property on his behalf.	10.08.1998	
5.	Agreement to Sell executed by Rajiv Kumar Sabarwal and Sh. Harjeet Singh through GPA Sh. Mahesh Kumar Sabharwal in favour of Smt. Alka Gupta and Sh. J.V. Gupta HUF as Karta, father of Sh. Hemant Gupta	10.08.1998	Rs. 7 lakhs
6.	As per lease deed dated 23/03/2009 furnished by Smt. Alka Gupta, Harjeet Singh executed another	10.08.1998	

	GPA in favour of Mukesh Mittal.		
7.	As per duly sworn in affidavit furnished by Smt. Alka Gupta, Harjeet Singh executed another GPA in favour of herself	10.08.1998	
8.	The CITCO (Chandigarh Industrial and Tourism Development Corporation) has been substituted by the Estate Office, Chandigarh Administration as far as the ownership of this property is concerned.	25.04.2007	--
9.	Mukesh Mittal while acting as GPA on behalf of Harjeet Singh gets the lease deed executed in favour of Harjeet Singh and changes the status of Harjeet Singh from Allottee to Lessee, whereas Alka Gupta as per declaration of Justice Hemant Gupta has claimed one half share to be in her ownership and the remaining half in the ownership of HUF through Karta Justice Sh. Hemant Gupta since 10.08.1998.	23.03.2009	--
10.	As per record submitted by Smt. Alka Gupta, Estate Office has asked her for a copy of the GPA executed in favour of Smt. Alka Gupta by Harjeet Singh. Instead of furnishing the GPA, Smt. Alka Gupta furnishes a duly sworn affidavit only and stated that she is a GPA holder but does not produce it. Meaning thereby that the property has not been transferred in her name till date.	20.08.2015	--

iii. **H. No. 211, Sector-18/A, Chandigarh.**

This is an inherited house by Justice Hemant Gupta from his father and it is alleged in the complaint that reconstruction of this house is being done after complete demolition of the old dilapidated house in a massive manner, raising a basement, ground floor, first and second floors of splendid quality by spending Rs. 12 to 15 crores and the same is a matter of investigation.

iv. **Plot No. 658, Industrial Area, Phase-I, Chandigarh** : As per the

website of the Estate Office, Chandigarh, this industrial plot is still in the name of the owners of M/s Bharat Ice & Steel Industries Ltd. It has come to notice from the seized documents that a civil suit number 179/2000, dated 10.08.2000 was filed by three related families of main suspect Mukesh Mittal & others against M/s Bharat Ice & Steel Industries Ltd. for specific performance of agreement to sell dated 02.07.1999 and praying that the sub-GPA and the sub-SPA both also dated 02.07.1999 should be declared as irrevocable documents in favour of the three related families of main suspect Mukesh Mittal & others.

Sh. Hemant Gupta appeared before the Ld. Court of Civil Judge, Senior Division on 10.08.2000 on behalf of defendants M/s Bharat Ice & Steel Industries Ltd as the GPA and admitted the claim of the main suspect Mukesh Mittal and others. He admitted that the sub-GPA and sub-SPA executed by him as the GPA in favour of the three families of the Mittals' are irrevocable and the civil court passed a decree dated 09.11.2000

making them irrevocable alongwith a direction to the M/s Bharat Ice & Steel Industries Ltd for getting the sale deed executed in favour of the three families of Mukesh Mittal the prime suspect.

In the records of another property Plot No. 46, Industrial Area, Phase-1, Chandigarh involving the family Justice Hemant Gupta another transaction has come to surface where the family of Mukesh Mittal by a memorandum of settlement dated 09.09.2006 has transferred this Plot No. 658, Industrial Area, Phase-1, Chandigarh to the family mentioned as Plaintiff No.03 (Sneh Mittal & anr.) to the exclusion of Plaintiff No.1 family (Bhupinder Gupta & others) in the civil suit No. 179/2000 in which decree dated 09.11.2000 had passed.

It is a matter of investigation whether Justice Hemant Gupta had bought this plot from M/s Bharat Ice & Steel Industries Ltd on GPA/ATS/Will and further sold it on Sub-SPA/Sub-GPA/ATS as the property is changing ownership since 1999 as per private documents and no sale deed of this plot has been executed till date and therefore without getting any sale deed done inspite of meaningless compromise decree got passed by the suspects requiring to find out the real beneficiary without lawful consideration. Therefore, it is suspected that someone is the Benami owner of this property.

V. **Plot No. 46, Industrial Area, Phase-I, Chandigarh**

Company GMT Printers Pvt. Ltd. was involved in transfer of this property in the name of the individuals and HUFs.

S. No.	Particulars of the transaction	Date of transaction	Amount involved
1.	Sh. Ranji Dass S/o Sh. Hukam Chand sold this industrial plot to one Smt. Swarn Kaur w/o Sh. Amar Singh.	22.07.1971	Rs. 80,000/-
2.	GMT Printers Pvt. Ltd. was incorporated having registered H. No. 211, Sector-18, Chandigarh residential house of Justice Sh. Hemant Gupta. Smt. Alka Gupta, Smt. Birmla Gupta wife and mother of Justice Hemant Gupta and Smt. Alka Mittal wife of Mukesh Mittal Advocate were first directors of this company.	22.04.1994	--
3.	Resolution passed by the Directors of the company GMT Printers Pvt. Ltd. to purchase this plot.	02.06.1994	--
4.	Transfer of this plot in the name of Smt. Swarn Kaur w/o Sh. Amar Singh for the first time.	27.06.1994	--
5.	Smt. Swarn Kaur w/o Sh. Amar Singh sold this property to GMT Printers Pvt. Ltd.	29.06.1994	Rs. 7,87,500/- including stamp duty
6.	Smt. Alka Gupta, Alka Mittal and Birmla Gupta, all Directors of the company GMT Printers Pvt. Ltd. gave registered GPA in favour of Mukesh Mittal for administrative management of the property.	29.05.1999	--
7.	Lease Agreement w.e.f 01.04.1999 by GMT Printers Pvt. Ltd. through its Director Smt. Alka Mittal for 99 years in favour of S/Sh./Smt. RK Mittal, Mukesh Mittal, Chetan Mittal, herself (Alka Mittal), Monica Mittal, Mukesh Mittal, HUF, Chetan Mittal, HUF, Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal for half of the area of plot.	08.09.2000 w.e.f. 01.04.1999	Rs. 1200/- per month
8.	Agreement to sell executed by GMT Printers Pvt. Ltd in favour of S/Sh./Smt. M/s ML Tayal & Sons through its	14.02.2005	Rs. 8,00,000/-

	Karia Sh. ML Tayal, (50% of the share), 25 % share was for RK Mittal, Mukesh Mittal, Chetan Mittal, Dulari Mittal, Alka Mittal, Monica Mittal, Mukesh Mittal, HUF, Chetan Mittal, HUF and rest of 25% was for four persons namely Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal. All the shareholders/directors of GMT Printers Private Ltd are themselves entered into an agreement to sell with their own company.		
9.	Compromise deed between M/s ML Tayal & Sons and GMT Printers Pvt. Ltd through one Sh. Ashok Dutta. M/s ML Tayal & Sons are entered into compromise with their own company of which they are the directors and the shareholders. It is a matter of investigation that this compromise deed is genuine or fake.	23.04.2005	Rs. 8,00,000/-
10.	A civil suit for specific performance of the agreement to sell dated 14.02.2005 is filed by the buyers/directors/ shareholders (owners) against their own company GMT Printers Private Limited represented by Sh. Ashok Dutta.	25.04.2005	--
11.	The civil suit for specific performance is decided in favour of the owners/buyers above stated by the way of a compromise in the permanent Lok Adalat, UT Chandigarh. It is a matter of investigation that the owners/shareholders of the company are filing a civil suit against their own selves is fake or not and decree obtained from the Lok Adalat in order to strip-off the company of its only asset amounts to money-laundering.	02.05.2005	--
12.	The sale deed executed on the basis of Lok Adalat decree dated 02.05.2005 in favour of M/s ML Tayal & Sons to the extent of 50% share in the property by GMT printers Private Limited. Where amount of sale consideration is Rs. 4,00,000/- only, sale deed was impounded due to deficiency of Rs. 5,98,830/- towards stamp duty as pointed out by office of the Sub-Registrar.	09.05.2005	Rs. 4 lacs of 50 % share of the property
13.	Registered office of GMT Printers Pvt. Ltd. is changed from H. No. 211, Sector-18, Chandigarh to H. No. 1526, Sector-18, Chandigarh which belongs to Mittals' Family.	27.06.2005	--
14.	Transfer of property on the basis of Lok Adalat decree dated 02.05.2005 in favour of M/s ML Tayal & Sons to the extent of 50% share in the property.	27.09.2005	Rs. 4 lacs of 50 % share of the property
15.	Memorandum of settlement is executed between three families as under: (1.) RK Mittal & 07 others (1 st party) (2.) Vivek Mohan Mittal & 02 others (2 nd party) (3.) Bhupinder Kr. Gupta & 03 others (3 rd party) According to the settlement, Plot No. 46, Industrial Area, Phase-1, Chandigarh was purchased in the name of GMT Printers Private Limited and 1 st and 2 nd parties were having 50% share in this plot and the remaining 50% share was owned by Sh. ML Tayal & Sons. Another Plot No. 658, Industrial Area, Phase-1, Chandigarh purchased by S/Sh. RK Mittal, Mukesh Mittal and Chetan Mittal in their individual capacity on the basis of agreement to sell dated 02.07.1999 and according to this settlement this Plot No. 658 shall be given to S/Sh. Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal. Even though no sale deed has been executed in favour of S/Sh. RK Mittal, Mukesh Mittal and Chetan Mittal, there is a civil court decree dated 09.11.2000 in their favour not acted upon and now the sale deed instead of 3 rd party shall be executed and registered in favour of S/Sh. Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal, the 2 nd party, because the 3 rd party has become the owner in place of the 2 nd party in plot No. 46. This property Plot No. 658, Industrial Area Phase-1, Chandigarh was owned by Justice Sh. Hemant Gupta alongwith Mukesh Mittal on the basis of ATS/GPA/SPA/Sub-SPA. It is a matter of investigation under PMLA as to how properties are changing hands only on the basis of private and self created documents without getting the sale deed registered.	09.09.2006	NIL
16.	On the basis of court decree dated 02.05.2005 and Memorandum of settlement dated 09.09.2006, Sale deed between GMT Printers Pvt. Ltd and RK Mittal & Bhupinder Kr. Gupta is executed in favour of: i. (25% share in the property) Sh. RK Mittal & 07 others ii. and rest of 25% share in the property Bhupender Kr. Gupta & 03 others	11.01.2007	Rs. 4,00,000/-
17.	Agreement to sell between owners of 50 % share of this plot (thirteen persons) and Jubilant Buildcon Pvt. Ltd. through its Director Sh. Rajiv Rehlan.	30.04.2010	Rs. 7.5 crores
18.	Sale deed executed between Jubilant Buildcon Pvt. Ltd. through its Director Sh. Rajiv Rehlan and owners in respect of 100% share of this property for the sale	31.05.2010	Rs. 5.29 crores

consideration of Rs. 5.29 crores. Whereas agreement to sell was of Rs. 7.5 crores for 50% share of this property, meaning by the price of the property by their own admittance is Rs. 15 crores. It is a matter of investigation as to how property worth Rs. 15 crores could be sold for Rs. 5.29 crores only.		
---	--	--

10. This office had sent a notice requiring Smt. Alka Gupta to submit reply to the questions mentioned in the notice besides being asked to furnish copies of listed documents required under the provisions of section 50 of the PMLA 2002 because during investigation it has come to the notice of this office that the name of Smt. Alka Gupta w/o Sh. Hemant Kumar (Justice Sh. Hemant Gupta) appears in the above mentioned companies, properties, documents, GPA, which gives rise to suspicion of multiple financial transactions with Mittal Advocates, his family members and his associates. It also revealed that Smt. Alka Gupta is involved with Mittal Advocates and their associates in various business activities, due to which she has acquired beneficial interest in various properties without paying any consideration. These activities are under investigation in the matter of ECIR/CDZO/05/2013. In the investigation grave offences are being made out, including laundering, tax evasion, introduction of ill-gotten money, violation of various laws and statutes. Mittal Advocates in their criminal activities of usurping properties of various persons have used many persons as clients u/s 2(1)(ha) of the PMLA 2002 and they have been identified as final beneficiaries u/s 2(1)(fa) of the PMLA in the proceeds of crime. This Directorate is duty bound to identify the role of all suspects so as to categorize them u/s 2(1) (ha) or/and 2(1)(fa) in the running of illegal business of sale and purchase of property, running illegal resorts and hotels, indulging in borrowing and lending money in violation of laws of the land, introduction of large sums of cash from undisclosed sources and owning benami properties.

11. In response to the notice sent to Smt. Alka Gupta she has submitted a detailed reply with certain documents running into 676 pages. It is stated that the reply along with the documents submitted have been examined to a certain extent of preparing fact sheets and a prima facie version of the case where the investigation by this Directorate is remaining for thoroughly going into the details and facts from various departments, LEAs in finding out the truth in the various allegations in different complaints and whether those allegations are nullified or counter balanced by the reply submitted by Smt. Alka Gupta is a matter remaining to be seen and it remains a matter of time to give the final findings and conclusion of the investigation

still remaining to be examined thoroughly. The summary of the reply submitted Alka Gupta is stated below:-

- i. She submitted details of her following bank accounts which are either operative or not-operative:

S. No.	Account No.	Bank & Branch	Date of opening	Status of the account
1.	55024559906	State Bank of Patiala, High Court Branch, Chd	Yet to be examined	Active
2.	15022	PNB, Sector 22, Chandigarh	Yet to be examined	Closed
3.	511202010000236	Union Bank of India, Sector 8, Chandigarh	06.11.1996 joint account opened with Smt. Bimla Gupta and later on with Sh. Hemant Gupta	Closed on 17.05.2011
4.	001301032620	ICICI Bank, Sector 9, Chandigarh	Yet to be examined	Closed on 09.06.2015

- ii. She furnished the copy of her Income Tax Returns for AY 2005-06 to 2015-16. She has not furnished any details of FDR/Lockers/Mutual fund deposits etc.
- iii. She has submitted copy of Balance Sheets of RMC Printers for F.Y. 1994-95 to 2009-10 and copy of annual returns of M/s RMC Printers for FY 1995-96, 2001-02, 2005-06 which are yet to be examined. But she has not stated about the annual returns filed by the company for rest of the period.

- iv. She has submitted the copy of ITRs of the company RMC Printers for the AY 1997-98 to 2001-02 and the same are yet to be examined. She has not submitted the ITRs for rest of the period of the company when she was a Director in this company.

- v. It is submitted by her that she became share holder in April 1994 in the company GMT Printers Pvt. Ltd and subsequently 13300 shares were transferred on 07.06.1998 to her sister-in-law Smt. Savita Tayal W/o Sh. ML Tayal and another 13300 shares were transferred on 30.11.1998 to S/Sh. Vivek Mittal, Arvind Mittal and Smt. Sneh Mittal (Sons and wife of Sh. Madan Mohan Mittal). In support of transfer of her shares, she submitted the ITR for AY 1999-00, but she did not submit the copy of the share transfer certificate.

- vi. It has been reported by the directors of the company GMT Printers Pvt. Ltd. in its annual returns to the ROC that there is no business running by the company. It appears that the company was a shell company which was created to hold an asset i.e. Plot No. 46, Industrial Area,

Phase-1, Chandigarh which the company had purchased in the year 1994.

vii. Similarly, it has been reported by the directors of the company RMC Printers Pvt. Ltd. in its annual returns to the ROC that there is no business running by the company. It appears that the company was a shell company which was created to hold an asset i.e. Booth No. 26, Sector 18, Chandigarh which the company had purchased in the year 1996.

viii. She furnished the bank account details of company RMC Printers Pvt. Ltd. It is Canara Bank, A/c No. 1660, Sector 35, Chandigarh but she has not provided the bank account statement rather stated that this account was operational in the year 1996-98 only. She also not submitted the bank account statement of the company for the period when she was the director of the company from 1998 to 2009.

ix. She has also not submitted the bank account details of GMT Printers Pvt. Ltd.

12. That based on preliminary examination of the facts stated above and the contentions/allegations made by the complainants, all these matters have prima facie made revelations of the role and involvement of the family of Justice Hemant Gupta with the family of the main suspect Mukesh Mittal in this ECIR and it is clearly the subject matter of the investigation under PMLA. Therefore, the allegations made by the complainants are being investigated under PMLA. The complainants have furnished relevant documents in support of their allegations which are under investigation, which is in progress and voluminous documents are being scrutinized/examined. The course of further action will be informed accordingly.

Submitted please,

Deputy Director/PMLA
Enforcement Directorate, Chandigarh.

This is in reference to certain queries raised by worthy JDE/CDZO noting dated 20.05.2016 regarding investigations with specific role of Smt. Alka Gupta w/o Justice Sh. Hemant Gupta, Judge of Patna High Court.

The point wise reply of the queries is submitted here as under:-

1.1 Whether these complaints have been referred to concerned LEAs for filing FIR/further necessary action?

Reply: Yes. Out of three complaints, one complaint filed by Sh. Yashpal Chandana received in this office on 16.01.2015 was sent to the LEA, i.e. Chandigarh police vide this office letter dated 04.01.2016.

The worthy JDE by the letter dated 04.01.2016 had sent 12 complaints for registration of FIR to the Chandigarh police and the complaint of Sh. Yashpal Chandana is one of them. Sh. Yashpal Chandana has submitted 2 complaints in person before the Chandigarh police vide public window number 201400964 dated 23.01.2014 and second complaint bearing window No. 201503786 dated 06.04.2015. The IGP Chandigarh has referred these complaints to the Advisor/CVO, Chandigarh Administration for a thorough inquiry to ascertain the truth. A copy of the same letter dated 29.05.2015 was also endorsed to this Directorate vide letter dated 08.06.2015 for necessary action by the Chandigarh Police.

The worthy JDE himself had written a letter dated 04.01.2016 to the IGP Chandigarh with a request for registration of FIRs on 12 complaints received by this Directorate, in including the complaints against the family of Justice Hemant Gupta which now are pending with the Chandigarh police. The summary of the letter sent is reproduced here as under for ready reference:-

Sir,

During the investigation under the provisions of the Prevention of Money Laundering Act-2002 in the instant case, it is revealed that Sh. Mukesh Mittal, Advocate in all his property dealings never used to get the sale deed executed and registered in his own name or in the name of his family, friends and business associates. Most of the land deals were made only on the basis of agreement to sell, GPA (General power of attorney), Sub-GPA, SPA, Sub-SPA and Lok Adalat decrees (passed in fake settlement of disputes by beneficiaries by showing the fake compromise) without paying any adequate sale consideration, stamp duty, registration charges, Income tax, Capital Gain and unearned profits to the Government.

02. It also revealed that most of the parties evaded Stamp duty of the Market Price and Collector Rate by getting the order from various courts, whereby stamp duty is not being paid according to the collector rate as well as the rates prevailing in the market for their own interest. They create agreements on the lower price below the collector rate in back date and then file a civil suit in the Civil Court for Specific Performance. Thereafter, in a conspiracy an application is made to the Civil Court to send the case to Lok Adalat and in a fake dispute before the Lok Adalat a compromise is made and a is procured. Thereafter the Sub-Registrar is directed to execute the sale deed

on the lower price which is determined by the sellers/purchasers privately by back date agreements, just to obtain sale deeds at a lower price and thus cause loss to the Govt. exchequer.

03. During investigation, Enforcement Directorate has received some complaints which requires necessary action at your end under the provisions of the law. Normally in such cases the aggrieved persons (Victims) are the state exchequer, Income tax Department, Sub-Registrar Office, office of the Registrar of Company, seller of the property, share holders in the case of the companies, subsequent buyers, NRIs, old and aged person.

Since all the allegations mentioned in the attached complaint show cognizable and non-bailable offence to have been committed, attention is drawn to the judgment of the Hon'ble Supreme Court of India passed in Writ Petition (Criminal) No. 68 of 2008 in case titled Lalita Kumari V/s Govt. of UP & others. Which requires registration of an FIR, if found fit.

Regarding complaints filed by Sh. Pradeep Sharma dated 06.04.2015 and by Sh. Vivek Bhandari dated 13.12.2015, it is submitted that there are serious allegations against Justice Sh. Hemant Gupta for acquiring immovable properties, extravagant expenses for reconstruction of his House. This Directorate is/was not in a position to proceed against the sitting Judge nor has proceeded against him till date. Therefore, these complaints were not made part of the letter sent by the worthy JDE to the Chandigarh Police dated 04.01.2016. These complaints can only be pursued/investigated by this Directorate only after obtaining due sanction from the Hon'ble Chief Justice of the concerned High Court.

1.2 Whether LEA has filed any FIR/charges memo. etc on such complaints.

Regarding, complaints of Sh. Yashpal Chandana and Pardeep Sharma, it is informed that the complaint of Sh. Yashpal Chandana has been sent to the Chandigarh Police by this directorate on 04.01.2016. It is also pertinent to mention here that a letter was received from the office of IGP Chandigarh stating that being an administrative matter, the complaints of Sh. Yashpal Chandana have been forwarded to the Advisor-cum-CVO, UT, Chandigarh and stated that thorough inquiry is required from Vigilance Cell to ascertain the truth in the complaints.

As per Head Office's Technical Circular No. 07/2015 dated 26.08.2015 it is clearly mentioned that the main object of Prevention of Money Laundering Act 2002 is to prevent money-laundering and to provide for confiscation of property derived from or involved in money laundering and for matters connected therewith or incidental thereto. Thus the registration of ECIR merely on the basis of First Information Report (FIR) may not sub-serve the object of PMLA 2002. It further strengthens the aspect of investigation of offence of money-laundering even beyond the registration of FIR. The FIR is simply an information to the police, relating to commission of cognizable offence as held by Hon'ble Supreme Court of India in the case of Lalita Kumari versus Government of UP and others (AIR 2014 SC 187) the registration of FIR

does not require the officer in charge of police station to test the veracity of such information except to register the FIR and forwarding the same to the Judicial Magistrate in accordance with section 157 of Cr.P.C.

As far as the complaints of Sh. Pardeep Sharma and Sh. Vivek Bhandari dated 06.04.2015 and 13.12.2015 respectively are concerned, they can be proceeded only after obtaining due permission from the Chief Justice of Patna High Court without which the Enforcement Directorate shall not be able to proceed on these complaints as the complaints are against a sitting judge of the High Court, Justice Hemant Gupta in his personal name.

In the circumstances permission is sought from the worthy JD to seek sanction from the Hon'ble the Chief Justice Patna High Court to proceed as per the procedure and provisions of law.

1.3 If Yes, whether the charges mentioned in the FIR are predicate offences as per our PMLA act/provisions.

As per investigation in ECIR/05/CDZO/2013, two properties for which Alka Gupta and Hemant Gupta have admitted to beneficial ownership are the case property under section 22 of PMLA 2002. While the other property under GMT Printers Private Ltd. is being investigated to establish as to whether Smt. Alka Gupta and Smt. Bimla Gupta wife and mother of Justice Hemant Gupta are the clients or beneficial owners under section 2(1)(ha) or/and 2(1)(fa) of the PMLA 2002.

As explained above, the matter of complaints filed by Sh. Yashpal Chnadana regarding acquiring properties/assets is still under investigation by the PS Vigilance UT, and the report is yet to be called for by this Directorate. It is pertinent to mention that the Hon'ble Supreme Court of India in a Criminal Appeal No. 1706 of 2015 (arising out of SLP Criminal No. 6701 of 2015) in case titled Gautam Kundu V/s Enforcement Directorate decided in the judgement dated 16.12.2015 contains the arguments raised on behalf of the Enforcement Directorate through Ld. Solicitor General of India, that the scheduled offences and offence of money laundering are mutually exclusive and independent of each other. Section 3 of the PMLA deals with the offence of money laundering punishable under Section 4 of the said Act, whereas the 'Schedule' to PMLA involving offences under 28 paragraphs enable the respondent (ED) to conduct the investigation for the collection of evidence relating to offence of money laundering. Further it was submitted that PMLA is a special law applicable to the subject of money-laundering and deals with economic offenders and white collar criminals. The object of PMLA is to prevent money-laundering and to provide for confiscation of property derived from, or involved in, money-laundering. The Ld. Solicitor General of India also submitted that *"money-laundering being an economic offence poses a*

serious threat to national economy and national interest and committed with cool calculation and deliberate design with the motive of personal gains regardless of the consequences to the society." He further submitted that "PMLA being a special statute cannot be given *restricted meaning while interpreting its provision including the scheduled which is an integral part of this Act.*"

In this case the Hon'ble Supreme Court of India was dealing with the bail application under the PMLA act 2002 in which the predicate offence under section 24 of SEBI act had been invoked by the Enforcement Directorate. The Hon'ble Supreme Court of India has reiterated in a number of cases that the economic offences have deep-rooted conspiracies involving huge loss of public funds which needs to be viewed seriously and considered as grave offences affecting the economy of the country as a whole and thereby posing serious threat to financial health of the country. In the case Union of India v/s Hassan Ali Khan 2011 Volume 10 SCC 235 the Hon'ble Supreme Court of India has held that "*what will be the burden of proof when attempt is made to project the proceeds of crime as untainted money.*" It is held in the said paragraph that allegations may not be ultimately be established but having been made the burden of proof that the monies were not the proceeds of crime and were not, therefore, tainted shifted on the accused persons under section 24 of the PMLA act 2002, the same proposition of law is reiterated and followed by the Orissa High Court in the unreported decision of Smt. Janata Jha versus Assistant Director, Directorate of Enforcement (CRLMC No. 114 of 2011 decided on 16.12.2013.)

It is pertinent to mention here that the worthy JDE/CDZO had observed by giving a noting on the file dated 05.06.2015 that if the benami property and black money have been admitted by the suspect, the same may be considered as Proceeds of Crime.

Preparation of detailed investigation process and collection of corroboratory evidence through collection of information to figure out the roles of the accused, their associates, intermediaries, identify the shell companies for layering, structuring the transactions and structuring the various entities so that we could reach the

- Sources of proceeds of crimes.
- beneficiaries
- Quantum of proceeds of crime
- Persons involved behind the cartel
- Assessment of commission of an offence

After the search, the provisions of section 22 of the PMLA are attracted, which is reproduced below:

22. Presumption as to records or property in certain cases.-

- (1) Where any records or property are or is found in the possession or control of any person in the course of a survey or a search, or where any record or property is produced by any person or has been resumed or seized from the custody or control of any person or has been frozen under this Act or under any other law for the time being in force it shall be presumed that-
- (i) such records or property belong or belongs to such person;
- (ii) the contents of such records are true; and
- (iii) the signature and every other part of such records which purport to be in the handwriting of any particular person or which may reasonably be assumed to have been signed by, or to be in the handwriting of, any particular person, are, in that person's handwriting, and in the case of a record, stamped, executed or attested, that it was executed or attested by the person by whom it purports to have been so stamped, executed or attested.
- (2) Where Act, the Special Court, the Appellate Tribunal or the Adjudicating Authority, as the case may be, shall-
- (a) presume, that the signature and every other part of such record, which purports to be in the handwriting of any particular person or which the court may reasonably assume to have been signed by, or to be in the handwriting of, any particular person, is in that person's handwriting; and in the case of a record executed or attested, that it was executed or attested by the person by whom it purports to have been so executed or attested;
- (b) Admit the document in evidence, notwithstanding that it is not duly stamped, if such document is otherwise admissible in evidence.

In compliance with sub-section (1) section 22 of the PMLA, records of the properties/bank accounts were made part of the case for further investigation, the approximate value of such tainted properties was found to be much larger than the initial "Proceeds of Crime" so identified by the FIR No. 04/2009 of Chandigarh Police.

This office started further investigation in collaboration with the other LEAs and found that the PROCEEDS OF CRIME attributed to the F.I.R. No. 04/2009 was the tip of the iceberg and on investigation the following interconnected F.I.R.s/police complaints/STR were also found linked with the mastermind and his associates. These F.I.R.s/police complaints/STR are now been taken on records and have been combined/clubbed with the instant ECIR under investigation, the details of these F.I.R.s/police complaints/STR along with the suspected "Proceeds of Crime" as per the predicate LEAs amounting to Rupees 195 crores (approx.) are listed below:

The detail "PREDICATE OFFENCES" and "Proceeds of Crime" now after investigation in this case at this stage are:

FIR NO:	DATED	POLICE STATION	PREDICATE OFFENCES	Proceeds of Crime
04/2009	22.07.2009	PS - Vigilance UT CHANDIGARH	419, 420, 467, 468, 471 & 120-B	Rs 5 Crores
RC.BD1/2015/E/ 0002/CBI/BS&FC /New Delhi	03.02.2015	CBI New Delhi	406, 420, 467, 468, 471 & 120B of IPC and 13(1)(d) & 13(2) of PC, Act	Rs. 52.80 crores

05/2012	13.06.2012	P.S. Vigilance, Chandigarh	406, 420, 467, 468, & 120B of IPC and 13(1)(d) & 13(2) of PC, Act	Rs. 12 Crores
131/2011	22.06.2011	PS - Sector 3, Chandigarh	IPC U/s 420 and 120B of	Rs. 30 crores
318/2008	28.05.2008	P.S Sector- 17, Chandigarh	u/s 419, 420, 467, 468, 471 and 120 of IPC.	Rs. 55 lakhs and 2 kanal House in chandigarh with market value of Rs. 10 crores
262/2006	05.12.2006	P.S Industrial Area, Chandigarh	U/s 420, 467, 468, 471, and 406, 447 and 120-B of IPC.	Property usurped with market value of Rs. 5 Crores
01/2015	01.04.2015	P.S Vigilance, UT, Chandigarh	u/s 420 and 120B of IPC	Property usurped with market value of Rs. 15 Crores
Public Window Complaint No. 201400964	23.01.2014	PS Vigilance Chandigarh	Under Section 420, 467, 468, 471, and 406, 447 and 120-B of IPC	Property usurped with market value of Rs. 50 Crores
Public Window Compliant No. U01201502013	26.02.2015	Chandigarh Police	420 of IPC	Rs. 4.5 crores approx
STR No. 1000049586	18.02.2015	FIU-IND through the Income Tax Department	--	Rs. 10.94 crores
			TOTAL APPROXIMATE	Rs 195 Crores

2.1 There are mention of four immovable property. These properties mentioned have any link to any one of the existing FIRs (related to our ECIR)?

Yes. In this context, it is submitted that the Enforcement Directorate conducted a search at six premises in Chandigarh under section 17 of the PMLA on 13.01.2015 on the basis of reasons to believe. That the search concluded resulting in seizure of highly incriminating documents relating to more than 50 properties movable and immovable (benami and otherwise, which is a matter of investigation) was seized, more than 170 bank account details (including benami account holders), 214 blank signed cheques (by benami account holders), records related to several shell companies (without any business activity and having heavy financial transaction) and properties worth approximately Rs. 500 crores were seized which were believed to be the link with the suspect proceeds of crime. These are strong evidences of offences of the money-laundering. There was one cash counting machine in the office of Mittal Advocates which the Department inadvertently did not seize. It is pertinent to mention here that the investigation up to the stage has established linkages of trail of movement of proceeds of crime through most of these accounts. This office is carrying out detailed investigations to establish the quantum of proceeds of crime, the involvement of accessories of this crime, the process of structuring and layering resorted by suspects and their associates and the enforcement directorate is duty bound to establish the linkage of these transactions with the proceeds of crime and the role/involvement of each person/suspect whose accounts/properties have figured in the investigation held so far. Thereafter only presumption as to records or property in certain cases remains to be attracted as per section 22 of the PMLA-2002. After the search and

seizure, highly incriminating documents were taken into custody by this Directorate and during the investigation of the documents of the properties, properties connecting the family of Justice Hemant Gupta emerged in the investigation and it was followed by various complaints against the family of Justice Hemant Gupta which were clubbed **together in the ECIR/05/2013/CDZO** registered on the basis of the predicate offences in the scheduled registered an FIR No. 04 dated 22.07.2009, PS Vigilance UT.

There is a mention of four immovable properties in the complaint filed by Sh. Yashpal Chandana and Sh. Pradeep Sharma whereas the fifth property has been mentioned in the complaint of Sh. Vivek Bhandari. The addresses of all the five properties are mentioned here as under:-

- 1) Booth No. 26, Sector 18 D, Chandigarh
- 2) Plot No. 136-140/93, Industrial Area, Phase 1, Chandigarh
- 3) Plot No. 46, Industrial Area Phase 1 Chandigarh
- 4) Plot No. 658, Industrial Area, Phase 1, Chandigarh
- 5) H. No. 211, Sector 18-A, Chandigarh.

A detailed note in this regard explaining the scope and parameters of the PMLA 2002 was put up and discussed vide note dated 17.07.2015 by the undersigned duly approved by the worthy JDE and it is a matter on record. All the facts and legal opinion are already mentioned/discussed/stated in it. It was only thereafter that the worthy JDE passed directions to put up action plan for further proceedings.

According to the Head Office's Technical Circular No. 03/2015, dated 26.03.2015 of this Directorate, certain instructions were issued to be followed and are reproduced here as under for ready reference:-

"This Directorate has come across instances where certain entities whose properties were attached in the Provisional Attachment Order (PAO) or who had some interest in the attached property have not been made defendants in the complaints filed before the Adjudicating Authority under section 5(5) of PMLA. After due consideration and examination, it has been decided that a thorough investigation is imperative so that while framing Provisional Attachment Orders and Complaints, the following instructions shall be kept in mind: -

- a) *It is to be ensured that all the persons/entities in whose name the property exists, or is in possession and all persons claiming or entitled to claim any interest in the property shall be made defendants in Complaint, and copy of Provisional Attachment Order (PAO) shall invariably be sent to them.*
- b) *In case property exists in the name of a dead person, all his legal heirs shall be identified during investigation and be made defendant in Original Complaint & Provisional Attachment Order as no civil or criminal proceedings can be contemplated against a dead person.*
- c) *In cases where banks/financial institutions have financed the property or the property is mortgaged, all such banks through its Managers/Chief Managers or Secretary, local managers or other Principal Officer of financial institutions shall be made party and defendant in Provisional Attachment Order and Original Complaint respectively.*
2. *It is noteworthy that the Provisional Attachment Order (PAO) is the sole basis for further proceedings at various judicial fora under PMLA. Hence all such entities, whether natural or juristic, who are to be made a party in the Provisional*

Attachment Order under section 5(1) and defendant in Complaint under section 5(5) of PMLA, need to be thoroughly identified, examined and ascertained during investigation, which will justify the action of the directorate at all levels in the judicial scrutiny."

Further attention is drawn towards the judgment of the Hon'ble Gujarat High Court in the matter of RAKESH MANEKCHAND KOTHARI V/s UNION OF INDIA (Enforcement Directorate) & others dated 16.01.2015. The Hon'ble Gujarat High Court had dismissed the petition of the petitioner and as per para 6.1, 6.6 and 6.7 of the judgement, the Directorate has submitted its reply before the Hon'ble Gujarat High Court as under:

6.1 Learned ASG appearing for the respondent No.3 submits that Section 45 of PMLA is a mandate duly provided by the legislature so as to make the offence of money laundering a cognizable and non bailable offence, the offence of money laundering is a distinct and separate offence which is exclusive of the schedule offence on the basis of which money laundering investigation under PMLA takes its course and hence the investigation of the offence punishable under section 4 of the Act has its own sanctity which is not dependent on the course of schedule offence and its procedure, the exclusivity of the offence and section 45 has to be read in consonance with the Aims and Objective of the said Act. It is further submitted that public interest is paramount in the subject case and PMLA, 2002 has been enacted to serve public interest as evident in the opening statement of the Statement of Objects and Reasons, which is as under:

"It is being realized, world over, that money laundering poses a serious threat not only to the financial systems of countries, but also to their integrity and sovereignty."

6.6 It is further submitted that PMLA was amended so as to bring the offences under various statutes under the ambit of investigation under the Prevention of Money Laundering, stringent and Statement as to notification.

6.7 It is further submitted that Amendment to the PML Act, 2002 has further been made which merged the erstwhile schedules under a single schedule so as to remove the monetary limit for investigation under PMLA, 2002.

As per Para 6.2 and 6.3 of the judgment, the Directorate has submitted its reply before the Hon'ble Gujarat High Court as under:

6.2 It is submitted that the nature and classification of schedule offence be it bailable or cognizable or non-bailable or non cognizable has no bearing on offence under section 3 of PMLA as the mandate of the same provides for a distinct offence under Section 3 which is punishable under Section 4 of the statute and creates a new, different and a separate investigation under PML Act which is totally exclusive and divergent of the course and

nature of schedule offence investigated and prosecuted by the predicate agency and henceforth, it is pertinent to mention that Section 45 which has its applicability over the offence u/s 3 has to be dealt in without the nature and course of schedule offence and in light of the aims and objectives of the PMLA.

6.3 It is further submitted that the Respondent No.3 is empowered to investigate cases under PMLA and has rightly executed his powers as defined in the law. It is submitted that due process of law was scrupulously followed and was within the jurisdiction as manifested in the PMLA.

Further, PMLA 2002 is an enactment, distinctly independent of I.P.C. while acknowledging I.P.C. as a predicate offence and Police as predicate agency for I.P.C. But under PMLA 2002, Enforcement directorate is an independent agency entrusted with the responsibility of having independent investigation as per the definition of Money laundering under section 3 of the act wherein even possession of tainted property (unexplained sources) is covered under the PMLA. Thereby clarifying as per the department's view that PMLA has a wider scope than the F.I.R. registered under Cr.PC, the predicate offence has to exist for the department to start the investigation, thereafter the investigation has to be carried out under PMLA. The suspects in this ECIR have made attempts to limit the jurisdiction of the investigation under PMLA to:

1. Cr. PC.
2. F.I.R.
3. Quantum of Proceeds of crime in F.I.R.
4. Persons involved in the F.I.R.

As per Para 6.9 and 6.10 of the judgment, the Directorate has submitted its reply before the Hon'ble Gujarat High Court as under:

6.9 It is further submitted that the contention of the petitioner with respect to not mentioning of his name in FIR No. 1/ 16/2014 dated 11.4.2014 and F.I.R. No. 1/17/2014 dated 13.4.2014 is irrelevant and is not applicable in the present set of case as the offence of money laundering as defined under Section 3 r/w Section 2(1)(u) of the Act there should only be a nexus between the criminal activity relating to scheduled offence and the proceeds thereof in order to bring the person to book, and the said offence of money laundering is altogether a separate and a distinct offence which is investigated by Enforcement Directorate exclusive of the Schedule offence and persons found involved in the money laundering racket who may or may not have been named in offence registered by the predicate agency are been prosecuted for their alleged involvement in the offence as defined under Section 3 of the Act.

6.10 It is further submitted that the petitioner's involvement in the offence has come up during the process of investigation carried

on by the Directorate of Enforcement and his name appeared as one of the main accused while unearthing the said money laundering racket later on after 17.4.2014. Initially the investigation covers the individuals / companies mentioned in the FIR and as the investigation progresses; names of other individuals/companies keep on coming up. The persons/ companies so emerged during the investigation consequently come under the ambit of investigation under the PMLA, 2002. It is most respectfully submitted that the petitioner's role cropped up during the investigation and he was twice summoned under PMLA, 2002. Since he was not forthcoming during the investigations his arrest under PMLA, 2002 has been effected.

PMLA is not to be limited to F.I.R. for Quantum of Proceeds of crime:

The vehement contention of the suspects before the Adjudicating authority that the Directorate should limit the investigation and cannot proceed beyond the amount of Rupees 35 lacs or 75 lacs or 5 crores even if any amount has to be construed in this case after the clubbing all FIRs and complaints which now stands at 195 crores as the proceeds of crime, therefore their contention till date at various forum is completely wrong and misleading, the Ld. Adjudicating Authority did not accept the contention and passed a reasoned order also. The Hon'ble Courts have interpreted the PMLA 2002 and are very clear for:

- i. intention & objectives,
- ii. scope
- iii. process of investigation,
- iv. extent of findings during the investigation
- v. including search seizure attachment/confiscation/freezing,

Proceeds of crime and the occurrence of the offence of money laundering as distinct from the crime committed under IPC. The various judgments supporting the arguments placed above for review, consideration and approval are

- i. Attachment of property in possession of persons not charged as accused in scheduled offence upheld by Bombay High Court in August 2010.
- ii. Materially relevant under PMLA is the date when property projected as untainted property and not the date of occurrence of scheduled offence held by Jharkhand High Court in August 2010.
- iii. Attachment of property at the stage of FIR upheld by Madras High Court in November 2010.
- iv. Constitutional validity of provisions of inter alia attachment of property, reverse burden of proof upheld by AP High Court in March 2011.

The suspects are fully conversant with the facts and the details of the case which has prompted them to file writ/application before the Hon'ble High Court. The suspects are fully aware that the Directorate is competent to prosecute and investigate not only the persons mentioned in

The F.I.R. It is pertinent to mention here that the investigation is continuing and more facts are coming out, the suspects are aware of the quantum of their crime and that who the final beneficiaries are, therefore the suspects are trying to bring limitations in the scope of the investigation, which are patently illegal. The Hon'ble High Court of Punjab & Haryana has already been dismissed following four civil writ petitions and one review petition, out of which three CWPs are connected with the present ECLR, and one CWP is connected to the case of Jalandhar Zonal Office and all of petitions have been dismissed by the bench of the Hon'ble Chief Justice, High Court Punjab and Haryana:

- i. CWP No. 21705 of 2014 decided on 19.05.2015
- ii. CWP No. 1418 of 2015 decided on 22.12.2015
- iii. CWP No. 3317 of 2015 decided on 22.12.2015
- iv. CWP No. 3314 of 2015 decided on 22.12.2015 (JLZO)
- v. RA-CW No. 257 of 2015 decided on 11.03.2016

Any number of properties which are seized under search carried out u/s 17 and name of persons come in during the course of investigation u/s 50 of PMLA-2002, the same can be investigated, attached and confiscated as definition of Proceeds of Crime and Money Laundering. Even when one property leads to another, along with the beneficiaries or people indulging in layering, structuring, smurfing and involved in the introduction of cash/black money/ criminal money. Therefore, once the ED investigation has begun on basis of the scheduled offence which has a predicate offence. It no longer can be confined in its investigation as far as the number of properties and any number of persons, who may be found out in the investigation subsequently.

The Enforcement Directorate is not to investigate the predicate offences nor is to conduct criminal prosecution of the accused mentioned in the F.I.R. and is completely a separate agency of investigation which having started investigation on the basis of F.I.R. and some predicate offences has to segregate itself from criminal investigation in the F.I.R. of the predicate offences and is to concern itself with only the proceeds of crime which emerge in a series of investigation and cannot be confined by the number of persons to be investigated nor the properties to be attached as long as the proceeds of crime can be nailed down obtained by any number of persons by any criminal activity.

The Hon'ble High Court of Delhi in the case of Gautam Khaitan vs. Enforcement Directorate has observed that:

"The economic offences constitute a class apart and need to be vested with different approach. The economic offences having deep rooted conspiracies and involving huge loss of public funds need to be viewed seriously and considered as a grave offence affecting the economy of the country as a whole and thereby posing serious threat to the financial health of the country. The economic offences have serious repercussions on the development of the country as a whole. After going into all the details furnished by the respondent/Directorate of Enforcement in the form of reply, without expressing any opinion on

merits, I feel that at this stage, the release of the petitioner would hamper further investigation as it may influence the witnesses. Though, it is pointed out by learned senior counsel for the petitioner that the petitioner is in no way connected with this case, however, in my view, the apprehension raised by the respondent cannot be ignored considering the fact that the petitioner is the beneficiary and the prime conspirator in the said money laundering transactions”.

The Apex Court in ‘State of Gujarat vs. Mohanlal Jitmalji Porwal and Anr’, (1987) 2 SCC 364, while considering a request of the prosecution for adducing additional evidence, inter alia, observed as under:

“5.The entire Community is aggrieved if the economic offenders who ruin the economy of the State are not brought to book. A murder may be committed in the heat of moment upon passions being aroused. An economic offence is committed with cool calculation and deliberate design with an eye on personal profit regardless of the consequence to the Community. A disregard for the interest of the Community can be manifested only at the cost of forfeiting the trust and faith of the Community in the system to administer justice in an even handed manner without fear of criticism from the quarters which view white collar crimes with a permissive eye unmindful of the damage done to the national economy and national interest....”

It is pertinent to mention here that the investigation is not the ambit of this Directorate only. At this stage, it has come on record that the following LEAs and Ld. Courts are also involved in this matter.

i. Following LEAs are investigating the matters on their perspective-

- (a) CBI, New Delhi
- (b) FIU-IND, New Delhi
- (c) Income Tax Department, Chandigarh
- (d) Chandigarh Police
- (e) ROC Chandigarh
- (f) Vigilance Department, UT Chandigarh
- (g) SIT formed by the Himachal Government etc.
- (h) The HO, Enforcement Directorate is also monitoring this case.

ii. Following Hon'ble Courts have been scrutinized the matter at their end and some of the matters are pending with -

- (a) Ld. Adjudicating Authority, PMLA, New Delhi. The Directorate filed an application u/s 17(4) of the PMLA before the Ld. Adjudicating Authority, PMLA, New Delhi for retention of seized documents and freed moveable and immovable property on 11.02.2015. The same has been allowed vide order dated 25.05.2015 by the Ld. Adjudicating Authority.
- (b) Ld. Appellate Tribunal, PMLA, New Delhi. The suspects have been filed appeal before the Ld. Appellate Tribunal against the order dated 25.05.2015 passed by the Ld. Adjudicating Authority. Counter replies have also been filed by the Directorate.
- (c) The Hon'ble District Court, Chandigarh.
- (d) The Hon'ble High Court, Chandigarh. Three Civil Writ Petitions have been decided in favour of this Directorate and dismissed the petition filed by petitioner for defreezing the bank account and quashing the ECIR.
- (e) The SIT on Black Money formed by the Hon'ble Supreme Court. The status reports have been sent time to time to the HO in this matter.

2.2 These properties have any link to POC. If yes, point out the all the linkages and facts.

As far as the linkages to the FIRs and ECIR is concerned it is submitted that these things prima facie have been brought on record and the actual linkages shall be able to come out only after thorough investigation is conducted by this Enforcement Directorate. And it shall be premature to conclude details of this case at this stage which is at initial stage of investigation. Thus to fully establish the linkages, a thorough investigation is first required. Further it is submitted that the role and involvement of the family of Justice Hemant Gupta with the family of Mukesh Mittal advocate is explained and stated in the report/ letter which has been called for by the Hon'ble High Court at Patna.

In this connection it is also important to mention here that on various FIRs/Complaints, which are interconnected with the suspects of ongoing investigation under the ECIR registered on the basis of FIR No. 04/2009 dated 22.07.2009 with PS Vigilance Chandigarh it has been decided that:

- a. If the transactions in those FIRs are interconnected then those FIRs can be investigated on the point of money laundering in one ECIR.
- b. No ECIR can be opened in the absence of any FIR/Complaint by the respective LEAs. The complaint of private person is not maintainable to initiate action under PMLA 2002.
- c. If any FIR/complaint is pending with any LEAs/Ld. Court, which is revealing the generation of POC by the accused in this matter, the same should be taken on record to calculate the POC.

It is pertinent to mention here that to note that as per section 22(1) of PMLA the property so produced during investigation as representations/complaints before this office can be included as case property as such representations/complaints are covered under section 22 of the PMLA as evidence.

The necessity of having an F.I.R. registered for each and every property so seized is not important as is brought out by the Supreme Court in the case of Hassan Ali Khan, wherein, the Directorate registered the ECIR even before the F.I.R. and the Supreme Court upheld the investigation conducted by the Directorate while rejecting the bail of Hassan Ali Khan. There is precedence where the Enforcement Directorate can proceed even before F.I.R. Though in this case presently under investigation there are multiple F.I.R.s and complaints in which the mastermind is emerging as the kingpin of money laundering. Therefore more correspondence with the Chandigarh Police is required, so that the complaints and FIRs interconnected with the suspected persons and details of suspected PROCEEDS OF CRIME are obtained for corroborating evidences against the suspects and FIRs are got registered on the basis of the complaints received in this Directorate disclosing cognizable offences.

hence, now the limitation of POC to the extent of only those scheduled offences which were part of one FIR only, does not have any importance as the "POC" under investigation stands revised to Rupees 195 crores as per the F.I.R.s/Complaints with the police and the "POC" as per property documents seized as per section 22 of PMLA is approximating to Rupees 500 crores. Moreover, as per the PMLA Act, the definition of Proceeds of Crime is as under:

"proceeds of crime" means any property derived or obtained, directly or indirectly, by any person as a result of criminal activity relating to a scheduled offence or the value of any such property;

From the above definition, the POC is not limited, as is explained in the definition "proceeds of crime" means

- == any property (not necessarily the case property in the FIR)
- == derived or obtained (an expanded scope of acquisition meaning that POC can be obtained derivatively)
- == directly or indirectly (meaning directly from the crime or subsequent to the crime through criminal activity)
- == any person (it means it does not limit to the person named in the FIR)

From the above definition, the POC is not limited to the **nature of criminal activities** which comes under the scheduled offences only. Intend of the PMLA is very clear and the investigation under PMLA is not to be limited under the purview of an FIR only. Therefore, to make this act much wider and stronger, the definition of proceeds of crime, the words "**a scheduled offence**" were inserted. There the words "**a scheduled FIR**" are not used in the definition of the proceeds of crime. The objectives of the I.P.C. and Cr. P.C. are much narrower than the objectives of PMLA 2002. It is pertinent to mention here that PMLA 2002 is not subordinate to I.P.C. and Cr. PC but can draw upon it at any time to conduct a distinct and independent investigation with far wider ramifications so as to protect the interests of the society and the country. The proceeds of crime no doubt have to be a product of the offences as per schedule of offences under PMLA 2002.

It is pertinent to mention here that the investigation which started with one F.I.R. and the "Proceeds of Crime as per F.I.R. of 35 lacs, while the property in question which was usurped was worth Rupees 5 crores, now has been estimated "Proceeds of Crime" of over Rs. 200 crores, it is significant to note that the properties seized and found to be tainted with the mastermind and his associates have a value of over Rs. 500 crores and this Directorate is confident that as the investigation proceeds into further linkages of interconnected properties and interconnected transactions under section 23 of the PMLA, shall be established.

It is pertinent to mention here that the "POC" cannot be restricted/ limited to the extent of an FIR only. The Money Laundering offence is a series of continuing offences, which does not come into the jurisdiction of other LEAs. For example, the following types of offences are usually committed by a criminal:

- a. Bribery
- b. Supari Killing
- c. Drugs Dealer
- d. Forgery
- e. Cheating etc.

That it is not possible that each and every incident of above offences will be registered with the any LEAs under the provisions of I.P.C. or other Laws which are predicate offences at the stage of registration of ECIR for the Enforcement Directorate to investigate the Money Laundering cases under PMLA. It is pertinent to mention here that only during investigation the motive and intention of crime is brought out wherein laundering could have been one of the reasons for which the F.I.R. was registered. Even a single incident of any crime is more than sufficient to investigate all properties/ investments which are acquired or obtained by the criminal/suspect by illegal manner and enjoys the same himself or his family members or relatives or associates. The preamble of the PMLA is an act to prevent Money Laundering and to provide for confiscation of property derived from, or involved in Money Laundering and for matters connected or incidental thereto. The PMLA, 2002 fills the gap in criminal justice system where attachment of proceeds of crime was very difficult in the existing Major Criminal Acts.

An economic offence is committed with cool calculation and deliberate design with an eye on personal profit regardless of the consequence to the community. Every economic offence where the legitimacy of the source of funds cannot be determined then such economic offence comes under the Money Laundering Act. Money laundering offence is an attempt to legitimise its illicit origins and achieved through misrepresentation of the price. The Money Laundering offence is an offence where in a process of placement, layering and integration of the funds, follows by the criminals to launder their 'dirty' money and shown as 'clean' money.

- a. Placement: Illegal funds or assets are first brought into the Financial Systems.
- b. Layering: Use of multiple accounts, banks, intermediaries, corporations, trusts, Countries to disguise the origin.
- c. Integration: Laundered funds are made available as apparently legitimate funds.

It is important to note here that all money laundering transactions need not go through all the three stage process and even a single stage or process is sufficient to be considered as money laundering.

Further elaborating the investigation as per section 23 of the PMLA 2002,

Section 23: Presumption in inter-connected transactions.-Where money laundering involves two or more inter-connected transactions and one or more such transactions is or are proved to be involved in money-laundering, then for the purposes of adjudication or confiscation under section 8 or for the trial of the money-laundering offence, it shall unless otherwise proved to the satisfaction of the Adjudicating Authority or the Special Court, be presumed that the remaining transactions form part of such inter-connected transactions.

This office has to the satisfaction of section 23 in its representations to the Adjudicating Authority proved as also supplemented on the basis of submissions of the mastermind and his associates that the transactions emanating from the "Proceeds of crime" have found their way in the purchase of properties by the mastermind and his associates..

That the investigation conducted so far are revealing the fact that the suspects & their associates in collusion with each other are jointly and severally along with their shell companies been found to be indulging in all the activities relating to the Money Laundering. This is a unique case of Money Laundering wherein funds amounting to Hundreds of Crores of Rupees have been layered, transferred and siphoned off in one account to another accounts.

During investigation it revealed that Mukesh Mittal, Advocate in all his property dealings and land deals were made only on the basis of Agreement to sell, General Power Attorney (GPA), Sub-GPA, Special Power Attorney (SPA), sub-SPA and Lok Adalat decrees (passed in fake settlement of disputes by beneficiaries by showing a fake compromise) without paying any or adequate amount of sale consideration, stamp duty, registration charges, income tax, capital gain and unearned profits to the government. It also revealed that most of the parties evaded stamp duty of the market price and collector rate by getting orders from various courts, whereby stamp duty is not being paid according to the Collector Rate as well as the rates prevailing in the market in their own interest. They create agreements/back dated agreements at the lower price below the collector rate and then file a civil suit (by creating a fake dispute) in the Civil Court for specific performance of the agreement to sell. Thereafter in a conspiracy of both the parties, the civil suit is taken to the Lok Adalat and before the Lok Adalat a compromise is made and a decree is procured by manipulating the Lok Adalat. Thereafter, the Sub-Registrar is directed to execute the sale deed at the lower price which is determined by the seller/purchaser privately in back dated agreements, just to obtain sale deeds at a lower price and thus cause loss to Government Exchequer. This is how ill-gotten wealth is utilised and the proceeds of crime generated/laundered in property deals and is under investigation in this case under the provisions of the PMLA.

Trail of the properties and suspected beneficial owners of the alleged properties :

- i. **Booth No. 26, Sector-18, Chandigarh.** (Shown as ownership and having possession by family of Sh. Hemant Gupta through the company RMC Printers Pvt. Ltd.).

S. No.	Particulars of the transaction	Date of transaction	Amount involved
1.	Property (Booth No. 26) allotted to Sh. Prem Jaiswal & Jaipal Jaiswal and the date of possession	12.02.1989 and 08.03.1989	Rs. 4.80 lacs
2.	Raised construction of the shop on the site allotted before 1993 by Jaiswal Bros.	1989 to 1993	Amount to be calculated.
3.	Lease of the site was cancelled on account of non-payment of balance 75 % of the premium	26.08.1992	--
4.	Company RMC Printer Pvt. Ltd. incorporated with Alka Mittal w/o Mukesh Mittal and Smt. Dulari Mittal mother of Mukesh Mittal as subscriber shareholders and first directors of the Company with registered office at the residence of Justice Hemant Gupta (211, Sector 18, Chandigarh).	22.04.1994	--
5.	The appeal against the cancellation of the lease of the site was allowed and the site was restored to the lessee Jaiswal Bros by the order of Id. CA.	22.11.1994	--
6.	Payment made by the lessee against the site to the Chandigarh administration up to 25.03.1996 (as	12.02.1989 to	Rs. 9.31 Lacs only

	per website of the Estate Office Chandigarh)	25.03.1996	
7.	Lease deed executed by the Estate office Chandigarh in favour of Jaiswal Bros.	25.03.1996	Rs. 9.31 lacs without cost of construction
8.	Alka Gupta and Bimla Gupta issued a cheque for sale consideration for purchasing the shop.	26.03.1996	Rs. 90,000.
9.	Jaiswal Bros execute Transfer of Lease rights in favour of RMC printers Private Limited owned by Mittal family	11.04.1996	Rs. 4.80 lacs
10.	Agreement to sell executed between RMC Printers Pvt. Ltd represented by Alka Mittal and Dulari Mittal in favour of Alka Gupta & Bimla Gupta, which as per the complainant is an ante dated document and no consideration as part of agreement to sell was paid to RMC Printers Pvt Limited in that year.	11.04.1996	Rs. 4.95 lakhs
11.	A rent agreement registered executed in favour of Sh. Prem Jaiswal (original allottee of the booth) by Smt Alka Gupta through Special Power of Attorney Sh. Hemant Gupta.	12.04.1996	Rs. 10,500/- per month.
12.	Transfer letter in favour of purchaser company (RMC Printers Private Limited) was issued by the estate office Chandigarh	06.06.1996	--
13.	A rent agreement executed between Smt. Bimla Gupta and Alka Gupta through their Special Power of Attorney Sh. Hemant Gupta and S/Sh. Sanjay Puri and Manish Puri as they were inducted as tenants, whereas RMC Printers P Limited is the owner of the property.	18.09.1997	Rs. 11,000/- per month
14.	Smt. Alka Gupta and Smt Bimla Gupta took over as the director of RMC Printers P Limited replacing Alka Mittal and Smt. Dulari Mittal.	18.05.1998 & 28.06.1998 respectively	--
15.	Smt. Alka Mittal w/o Mukesh Mittal without being the director in the company passed a resolution by herself projecting as director of the company.	01.06.2005	--
16.	The Directors Smt. Alka Gupta and Smt. Bimla Gupta filed a civil suit against their own company RMC Printers P Limited for specific performance of agreement to sell 11.04.1996.	06.06.2005	--
17.	Lok Adalat passes a decree for specific performance directing RMC printers Private Limited to get the sale deed registered in favour of Alka Gupta and Bimla Gupta.	10.06.2005	Rs. 4.95 lakhs
18.	Deed of transfer of leasehold rights executed by RMC Printers Pvt. Ltd in favour of Smt. Alka Gupta and Smt. Bimla Gupta without obtaining NOC from the Estate Office, Chandigarh.	11.01.2007	Rs. 4.95 lacs
19.	Deed of transfer of lease rights was impounded as it was deficient in stamp fees and got registered without NOC and subsequently released on the orders of collector Chandigarh.	24.04.2007	Rs. 4.95 lakhs
20.	The Directors Smt. Alka Gupta and Smt. Bimla Gupta resigned from the company as directors and Alka Mittal and Mukesh Mittal become the directors of the company RMC Printers P Limited.	27.06.2009 & 28.02.2009	--
21.	The share of Smt. Bimla Gupta (since deceased) transferred to her grandson Mr. Prateek Gupta S/o Justice Sh. Hemant Gupta as legal heir of his grandmother on the basis of registered Will.	19.04.2010	--
22.	RMC printers Private Limited gets stripped off its only asset and is left with no business or asset after the execution of the deed of transfer of lease rights in favour of Alka Gupta and Bimla Gupta.	--	--

The department is still investigating the purpose of formation of this company, where they have given a declaration to the ROC that these companies do not have any business activity.

ii. Plot No. 136-140/93, Industrial Area, Phase-I, Chandigarh.

As per declaration on the website of High Court of Punjab & Haryana, Justice Hemant Gupta has stated that his wife Smt. Alka Gupta to be one half owner and his HUF being the Karta himself to be the owner of the other half of this property since 10.08.1998, whereas this property is still in the name of its original allottee Sh. Harjeet Singh, now lessee and it is the subject matter of the investigation under PMLA-2002 as to who and how is/are the beneficial owner/s of this property.

S. No.	Particulars of the transaction	Date of transaction	Amount involved
1.	Property Plots No. 136-140/93 allotted by Chandigarh Industrial and Tourism Development Corporation to Sh. Harjeet Singh, with a condition that it cannot be transferred/mortgaged to anyone.	03.04.1978	--
2.	Agreement to sell executed between original allottee Harjeet Singh in favour of Rajiv Kumar Sabharwal	10.07.1995	
3.	GPA executed by Sh. Harjeet Singh in favour of Mahesh Kumar Sabharwal	11.07.1995	
4.	Sh. Harjeet Singh Allottee gives a Special Power of Attorney jointly, individually/either or survivor in favour of Sh. Hemant Gupta and Mukesh Mittal the main accused to manage the property on his behalf.	10.08.1998	
5.	Agreement to Sell executed by Rajiv Kumar Sabarwal and Sh. Harjeet Singh through GPA Sh. Mahesh Kumar Sabharwal in favour of Smt. Alka Gupta and Sh. J.V. Gupta HUF as Karta, father of Sh. Hemant Gupta	10.08.1998	Rs. 7 lakhs
6.	As per lease deed dated 23/03/2009 furnished by Smt. Alka Gupta, Harjeet Singh executed another GPA in favour of Mukesh Mittal.	10.08.1998	
7.	As per duly sworn in affidavit furnished by Smt. Alka Gupta, Harjeet Singh executed another GPA in favour of herself	10.08.1998	
8.	The CITCO (Chandigarh Industrial and Tourism Development Corporation) has been substituted by the Estate Office, Chandigarh Administration as far as the ownership of this property is concerned.	25.04.2007	--
9.	Mukesh Mittal while acting as GPA on behalf of Harjeet Singh gets the lease deed executed in favour of Harjeet Singh and changes the status of Harjeet Singh from Allottee to Lessee, whereas Alka Gupta as per declaration of Justice Hemant Gupta has claimed one half share to be in her ownership and the remaining half in the ownership of HUF through Karta Justice Sh. Hemant Gupta since 10.08.1998.	23.03.2009	--
10.	As per record submitted by Smt. Alka Gupta, Estate Office has asked her for a copy of the GPA executed in favour of Smt. Alka Gupta by Harjeet Singh. Instead of furnishing the GPA, Smt. Alka Gupta furnishes a duly sworn affidavit only and stated that she is a GPA holder but does not produce it. Meaning thereby that the property has not been transferred in her name till date.	20.08.2015	--

iii. H. No. 211, Sector-18/A, Chandigarh.

This is an inherited house by Justice Hemant Gupta from his father and it is alleged in the complaint that reconstruction of this house is being done

after complete demolition of the old dilapidated house in a massive manner by spending Rs. 12 to 15 crores and the same is a matter of investigation. Since this complaint is directly against a sitting judge of Patna High Court, this Directorate can investigate this matter only after seeking permission from the competent authority.

iv. Plot No. 658, Industrial Area, Phase-I, Chandigarh : As per the website of the Estate Office, Chandigarh, this industrial plot is still in the name of the owners of M/s Bharat Ice & Steel Industries Ltd. It has come to notice from the seized documents that a civil suit number 179/2000, dated 10.08.2000 was filed by three related families of main suspect Mukesh Mittal & others against M/s Bharat Ice & Steel Industries Ltd. for specific performance of agreement to sell dated 02.07.1999 and praying that the sub-GPA and the sub-SPA both also dated 02.07.1999 should be declared as irrevocable documents in favour of the three related families of main suspect Mukesh Mittal & others.

Sh. Hemant Gupta appeared before the Ld. Court of Civil Judge, Senior Division on 10.08.2000 on behalf of defendants M/s Bharat Ice & Steel Industries Ltd as the GPA and admitted the claim of the main suspect Mukesh Mittal and others. He admitted that the sub-GPA and sub-SPA executed by him as the GPA in favour of the three families of the Mittals' are irrevocable and the civil court passed a decree dated 09.11.2000 making them irrevocable alongwith a direction to the M/s Bharat Ice & Steel Industries Ltd for getting the sale deed executed in favour of the three families of Mukesh Mittal the prime suspect.

In the records of another property Plot No. 46, Industrial Area, Phase-1, Chandigarh involving the family Justice Hemant Gupta another transaction has come to surface where the family of Mukesh Mittal by a memorandum of settlement dated 09.09.2006 has transferred this Plot No. 658, Industrial Area, Phase-1, Chandigarh to the family mentioned as Plaintiff No.03 (Sneh Mittal & anr.) to the exclusion of Plaintiff No.1 family (Bhupinder Gupta & others) in the civil suit No. 179/2000 in which decree dated 09.11.2000 had passed.

It is a matter of investigation whether Justice Hemant Gupta had bought this plot from M/s Bharat Ice & Steel Industries Ltd on GPA/ATS/Will and further sold it on Sub-SPA/Sub-GPA/ATS as the property is changing ownership since 1999 as per private documents and no sale deed of this plot has been executed till date and therefore without getting any sale deed done inspite of meaningless compromise decree got passed by the

suspects requiring to find out the real beneficiary without lawful consideration. Therefore, it is suspected that someone is the Benami owner of this property.

V. Plot No. 46, Industrial Area, Phase-I, Chandigarh

Company GMT Printers Pvt. Ltd. was involved in transfer of this property in the name of the individuals and HUFs.

S. No.	Particulars of the transaction	Date of transaction	Amount involved
1.	Sh. Ramji Dass S/o Sh. Hukam Chand sold this industrial plot to one Smt. Swarn Kaur w/o Sh. Amar Singh.	22.07.1971	Rs. 80,000/-
2.	GMT Printers Pvt. Ltd. was incorporated having registered H. No. 211, Sector-18, Chandigarh residential house of Justice Sh. Hemant Gupta. Smt. Alka Gupta, Smt. Bimla Gupta wife and mother of Justice Hemant Gupta and Smt. Alka Mittal wife of Mukesh Mittal Advocate were first directors of this company.	22.04.1994	--
3.	Resolution passed by the Directors of the company GMT Printers Pvt. Ltd. to purchase this plot.	02.06.1994	--
4.	Transfer of this plot in the name of Smt. Swarn Kaur w/o Sh. Amar Singh for the first time.	27.06.1994	--
5.	Smt. Swarn Kaur w/o Sh. Amar Singh sold this property to GMT Printers Pvt. Ltd.	29.06.1994	Rs. 7,87,500/- including stamp duty
6.	Smt. Alka Gupta, Alka Mittal and Bimla Gupta, all Directors of the company GMT Printers Pvt. Ltd. gave registered GPA in favour of Mukesh Mittal for administrative management of the property.	29.05.1999	--
7.	Lease Agreement w.e.f 01.04.1999 by GMT Printers Pvt. Ltd. through its Director Smt. Alka Mittal for 99 years in favour of S/Sh./Smt. RK Mittal, Mukesh Mittal, Chetan Mittal, herself (Alka Mittal), Monica Mittal, Mukesh Mittal, HUF, Chetan Mittal, HUF, Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal for half of the area of plot.	08.09.2000 w.e.f. 01.04.1999	Rs. 1200/- per month
8.	Agreement to sell executed by GMT Printers Pvt. Ltd in favour of S/Sh./Smt. M/s ML Tayal & Sons through its Karta Sh. ML Tayal, (50% of the share), 25 % share was for RK Mittal, Mukesh Mittal, Chetan Mittal, Dulari Mittal, Alka Mittal, Monica Mittal, Mukesh Mittal, HUF, Chetan Mittal, HUF and rest of 25% was for four persons namely Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal. All the shareholders/directors of GMT Printers Private Ltd are themselves entered into an agreement to sell with their own company.	14.02.2005	Rs. 8,00,000/-
9.	Compromise deed between M/s ML Tayal & Sons and GMT Printers Pvt. Ltd through one Sh. Ashok Dutta. M/s ML Tayal & Sons are entered into compromise with their own company of which they are the directors and the shareholders. It is a matter of investigation that this compromise deed is genuine or fake.	23.04.2005	Rs. 8,00,000/-
10.	A civil suit for specific performance of the agreement to sell dated 14.02.2005 is filed by the buyers/directors/ shareholders (owners) against their own company GMT Printers Private Limited represented by Sh. Ashok Dutta.	25.04.2005	--
11.	The civil suit for specific performance is decided in favour of the owners/buyers above stated by the way of a compromise in the permanent Lok Adalat, UT Chandigarh. It is a matter of investigation that the owners/shareholders of the company are filing a civil suit against their own selves is fake or not and decree obtained from the Lok Adalat in order to strip-off the company of its only asset amounts to money-laundering.	02.05.2005	--
12.	The sale deed executed on the basis of Lok Adalat decree dated 02.05.2005 in favour of M/s ML Tayal & Sons to the extent of 50% share in the property by GMT printers Private Limited. Where amount of sale consideration is Rs. 4,00,000/- only, sale deed was impounded due to deficiency of Rs. 5,98,830/- towards stamp duty as pointed out by office of the Sub-Registrar.	09.05.2005	Rs. 4 lacs of 50 % share of the property
13.	Registered office of GMT Printers Pvt. Ltd. is changed from H. No. 211, Sector-18, Chandigarh to H. No. 1526, Sector-18, Chandigarh which belongs to Mittals' Family.	27.06.2005	--
14.	Transfer of property on the basis of Lok Adalat decree	27.09.2005	Rs. 4 lacs of

	dated 02.05.2005 in favour of M/s ML Tayal & Sons to the extent of 50% share in the property.		50 % share of the property
15.	Memorandum of settlement is executed between three families as under: (1.) RK Mittal & 07 others (1 st party) (2.) Vivek Mohan Mittal & 02 others (2 nd party) (3.) Bhupinder Kr. Gupta & 03 others (3 rd party) According to the settlement, Plot No. 46, Industrial Area, Phase-1, Chandigarh was purchased in the name of GMT Printers Private Limited and 1 st and 2 nd parties were having 50% share in this plot and the remaining 50% share was owned by Sh. ML Tayal & Sons. Another Plot No. 658, Industrial Area, Phase-1, Chandigarh purchased by S/Sh. RK Mittal, Mukesh Mittal and Chetan Mittal in their individual capacity on the basis of agreement to sell dated 02.07.1999 and according to this settlement this Plot No. 658 shall be given to S/Sh. Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal. Even though no sale deed has been executed in favour of S/Sh. RK Mittal, Mukesh Mittal and Chetan Mittal, there is a civil court decree dated 09.11.2000 in their favour not acted upon and now the sale deed instead of 3 rd party shall be executed and registered in favour of S/Sh. Vivek Mohan Mittal, Sneh Mittal and Arvind Mittal, the 2 nd party, because the 3 rd party has become the owner in place of the 2 nd party in plot No. 46. This property Plot No. 658, Industrial Area Phase-1, Chandigarh was owned by Justice Sh. Hemant Gupta alongwith Mukesh Mittal on the basis of ATS/GPA/SPA/Sub-SPA. It is a matter of investigation under PMLA as to how properties are changing hands only on the basis of private and self created documents without getting the sale deed registered.	09.09.2006	NIL
16.	On the basis of court decree dated 02.05.2005 and Memorandum of settlement dated 09.09.2006, Sale deed between GMT Printers Pvt. Ltd and RK Mittal & Bhupinder Kr. Gupta is executed in favour of: i. (25% share in the property) Sh. RK Mittal & 07 others ii. and rest of 25% share in the property Bhupender Kr. Gupta & 03 others	11.01.2007	Rs. 4,00,000/-
17.	Agreement to sell between owners of 50 % share of this plot (thirteen persons) and Jubilant Buildcon Pvt. Ltd. through its Director Sh. Rajiv Rehlan.	30.04.2010	Rs. 7.5 crores
18.	Sale deed executed between Jubilant Buildcon Pvt. Ltd. through its Director Sh. Rajiv Rehlan and owners in respect of 100% share of this property for the sale consideration of Rs. 5.29 crores. Whereas agreement to sell was of Rs. 7.5 crores for 50% share of this property, meaning by the price of the property by their own admittance is Rs. 15 crores. It is a matter of investigation as to how property worth Rs. 15 crores could be sold for Rs. 5.29 crores only.	31.05.2010	Rs. 5.29 crores

3. Whether these properties have direct/indirect linkages to the FIRs.

Yes. This is a matter of thorough investigation under PMLA, whereas the investigation in the present complaints against the family of Justice Hemant Gupta are at the initial stage and this Directorate is duty bound to find out and identify the POC linked with the properties. Without thorough investigation it cannot be stated at this stage as to whether any illegalities have been committed to acquire these properties.

That, under the provisions of PMLA, 2002 any persons who is not named in the scheduled offences, even then the Directorate can file prosecution compliant against those persons, who are directly or indirectly indulging and are beneficiary of the 'proceeds of crime'. Under the provisions of PMLA, even on strict construction, plainly indicate that the person to be proceeded for this offence (Money Laundering) need not necessarily be charged of having committed a scheduled offence. For, the expression used is "whosoever". The offence of money-laundering under **Section 3 of the Act of 2002 is an independent offence**. It is committed if "any

"person" directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is actually involved in any process or activity connected with the proceeds of crime and projecting it as untainted property.

There are some examples with regard to the scope of investigation under the PMLA, 2002 and how Cr.PC will apply during PMLA investigation:

Example 1: Even at simple understanding of criminal law. If a theft is reported of one car and under that F.I.R. the police conducts an investigation and raids various places of the accused and finds many more stolen cars, under Cr. PC the police cannot leave these stolen cars/ property out of its purview of the case, whereas the F.I.R. was only for one car, further during investigation of the alleged persons if role of more persons comes out, all the seized cars for which ownership cannot be explained through bonafide payment of consideration by the accused, are made part of recoveries by the police. As also the additional persons who are involved in the sale/ purchase, possession, beneficial use are all included as culprits. In this case Police Authorities are duty bound to investigate the matter thoroughly and to catch all the culprits involved in criminal conspiracy.

Example 2: If a carrier of drugs is caught and an F.I.R. is registered the investigation in the said F.I.R. is not limited to the carrier and the quantum of drugs recovered from him, the investigation agency is duty bound under law to recover all that comes as findings in the investigation including other persons/accused involved in the racket.

As Smt. Alka Gupta is wife of a sitting High Court judge who had made a telephone call to the undersigned in connection with the probe by this directorate against RMC Printers Private Limited in which his wife was a Director proper investigation is required to be conducted in this case to bring out the truth without fear or bias.

The Hon'ble High Court at Allahabad has observed in judgement passed money-laundering are likely to be rich and powerful. This should not be seen as doubting the personnel presently serving in the Directorate but then there would be others who would occupy these positions in future.

4. Whether these properties mentioned are found to be related to layering with the "proceeds of crime"?

Yes. As stated earlier, this Directorate is at its initial stage of investigation in the complaints against Justice Sh. Hemant Gupta and family and it shall be very premature to jump to a conclusion since the investigation is under process and certain properties have been found to be related to the

layering with the proceeds of crime. Whereas it is the duty of this Directorate to identify the proceeds of the crime, it shall be possible only after a thorough investigation is conducted. There are prima facie allegations at this stage that the properties consolidated by the family of Justice Hemant Gupta are at NIL or near NIL consideration and therefore the properties are required to be thoroughly investigated as regards the beneficial ownership of the properties and how they came to be acquired. As far as the fifth property is concerned it is also matter of thorough investigation and nothing has been done so far in the investigation.

It is pertinent to mention here that the main suspect of the present case Mukesh Mittal advocate had filed two civil writ petitions through his associates and co-accused for quashing of the ECIR alleging this Directorate to be wrongly and illegally conducting investigation in the case as it is not within their jurisdiction to do so and the Directorate has not followed the procedures laid down under Cr.PC. He had through his associates challenged the jurisdiction of the Enforcement Directorate and also alleged that this Directorate has not followed the due procedure of law. The Hon'ble High Court of Punjab and Haryana High Court dismissed both the writ petitions by passing a speaking order/judgements upholding the investigation in favour of the Enforcement Directorate and both the judgements have not been challenged in the Hon'ble Supreme Court of India. The Hon'ble High Court while disposing of both the writ petitions observed that this is a case of money-laundering which needs to be properly investigated and did not quash the ECIR.

Methods used by Suspects to layer the "PROCEEDS OF CRIMES".

It is worthwhile to mention that avoidance/evasion of Taxes by these individuals is a corollary to creating beneficial interests in high value assets at nil or near nil consideration, this is a necessity for these individuals as they do not have any real business or profession wherein they could have high incomes which they are intending to conceal from the taxation perspective. This office has gone into detailed historical backgrounds of these individuals and checked the records, with the other corroborating sources and have also confirmed that these persons are normal advocates/professionals/businessmen/housewives who do not (rather cannot) have Income in Hundreds Crores of Rupees so as to justify the tainted wealth they have created in their own names or in the Benami names. This office is of the firm view that these individuals are utilizing the suspect 'proceeds of crime' to create the assets. The quantum of beneficial interests are being ascertained, as the sheer volume of transactions and the number of entities/persons involved in the process of layering is very large.

The investigation conducted so far revealed that hundreds of Crores of Rupees has travelled/transacted through the companies of the above named persons and further invested ultimately in companies of Sh.

Mukesh Mittal, Advocate in which the ill-gotten/black money has been planted. It has been revealed that huge amounts including cash have been deposited into the accounts of above persons and in their companies also. Therefore, thorough and detailed examination of the directors of the companies is required in the investigation. It is also pertinent to mention here that more than 200 bank accounts were found in the name individual persons, firms and companies. Also the modus operandi used was to close one bank account and open a new bank account in another bank frequently to mislead or hide.

**REGARDING INTRODUCTION OF BLACK MONEY "UNKNOWN SOURCES"
THROUGH MULTIPLE ENTITIES AND FRAUDULENT USE OF PROCESS OF
LAW AND OFFICES OF THE GOVERNMENT.**

During the investigation under the provisions of the PMLA in the instant case, it is revealed that the beneficiaries and the persons behind the cartels as also the accessories to money laundering are introducing the proceeds of crime in two ways:

- (a) by depositing in the bank accounts of ineligible persons who are completely under their domain.
- (b) by transacting the properties and creating beneficial interest at nil consideration or near nil consideration thereby appropriating the ill-gotten money.

For Example: That the investigation conducted so far revealed that from the bank accounts of one of the Director Sh. Lal Chand who is a Driver of Sh. Mukesh Mittal, Advocate since 2002, in whose four bank accounts maintained with various Banks at Chandigarh, Rs. 29,00,00,000/- (Rs. 29 crores) have been deposited/ transferred to some other account/shell companies. However, fact is that Sh. Lal Chand was not the beneficiary of any amounts at all. The said accounts in the name of Sh. Lal Chand have deposits Rs. 29 crores coming into his bank accounts and withdrawals of similar amounts, while none of the amounts relate to any genuine business transactions/activities as he is not doing any bonafide business activity of trade, manufacturing, financing etc., which has been further established through the scrutiny of his Income Tax returns for the past few years. The Financial statements of the companies (shell companies) where, suspect Lal Chand is a shareholder or a director also establishes that these companies for example Shivalik Services Private Limited, Mount Hills Services & Promoters Pvt. Ltd. have no source of income and no transactional business as per the industrial service code notified by the Government of India. The company accounts are only showing borrowing and lending, thereby establishing these as illegal Non Banking Financial Companies in complete violation of acts and rules set out by the Government and the Reserve Bank of India and violation of the Acceptance of deposit rules under the Companies Act.

Another example is for A/c No. 10006607550 with the State Bank of Patiala, District Court Complex, Sector- 43, Chandigarh. This is a joint account in the name of S/Sh. Mukesh Mittal and Chetan Mittal wherein, cash amounting to Rs. 2,35,777,00/- have been deposited whereas, total credit amount of Rs.

,00,99,586/- . In this account during the period from 15.03.2013 to 06.10.2014 heavy cash of Rs. 61,32,780/- have been deposited. The source of these heavy cash transactions is to be verified which is related to only one bank account, jointly held by S/Sh. Mukesh Mittal and Chetan Mittal, whereas more than 200 accounts are under investigation and it may run into more than thousand of crores of rupees. Therefore, the order for continue to the freezing orders and retention to the documents is required.

Section 24 BURDEN OF PROOF: the mastermind and his associates shall have the Burden of Proof under section 24 of the PMLA to prove that the suspected "Proceeds of Crime", the suspected properties, the layering transactions are untainted for the following tainted properties/investments which have been held in their own names or in Benami names. The PMLA 2002 brings out the Burden of proof on the suspects and belies there wrong assertions:

Section 24: Burden of Proof.*In any proceeding relating to proceeds of crime under this Act, -*

(a) in the case of a person charged with the offence of money-laundering under section 3, the Authority or Court shall, unless the contrary is proved, presume that such proceeds of crime are involved in money laundering; and
(b) in the case of any other person the Authority or Court, may presume that such proceeds of crime are involved in money-laundering.

In the case of UNION OF INDIA VS HASAN ALI KHAN it was observed by the Hon'ble Supreme Court:

"It is true that at present there is only a nebulous link between the huge sums of money handled by the respondent number 1 (Hassan Ali Khan) and any arms deal or intended arms deals, there is no attempt on the part of the respondent number 1 to disclose the source of the large sums of money handled by him. There is no denying the fact that the allegations have been made that the said monies were the proceeds of crime and by depositing the same in his bank accounts, the respondent number 1 had attempted to project the same as untainted money. The said allegations may not ultimately be established, but having been made, the burden of proof that the said monies were not the proceeds of crime and were not, therefore, tainted shifted to the respondent number 1 under section 24 of the PMLA 2002."

It is pertinent to mention here in the case under investigation there is sufficient documents on record that bring out the clear involvement and nexus between the accused with the "proceeds of crime", the number of F.I.R.'s and complaints have clearly specified the "Proceeds of crime" by either value or the size of the property usurped by the suspects, therefore the Burden of proof of proving that the monies and properties owned by the accused in their own names or in the Benami names are untainted.

The suspects/accused are of the view that the Enforcement Directorate is limited to the investigation of the accused named in the F.I.R.s, it is being explained that the suspects/accused are wrongly interpreting the law by construing that the F.I.R. is a binding limitation on the Enforcement

Directorate and cannot go beyond from the F.I.R. as if Enforcement Directorate is limited to investigate the predicate F.I.R. having predicate offences as ascertained by the predicate agency.

It is brought out that the gains of a crime are a direct link between the crime and the criminal who committed the crime. A criminal would be cautious in out-letting the gains, so as to not to expose him to any suspicion. The huge amounts illegally generated cannot be put out to any use at once in entirety. The gains so made are, therefore, needed to be concealed and converted, so as to put them into such use that the same may make legitimate earning for the criminal or that the same can be reconverted for facilitating commission of further crimes. The goal of a large number of criminal acts is to generate a profit for the individual or group that carries out the act. Money laundering is a processing of these criminal proceeds to disguise their illegal origin. This process is of critical importance, as it enables the criminal to enjoy these profits **without jeopardizing their source**. The criminal attempts to conceal the true origin and the ownership of the proceeds of their criminal activities. If undertaken successfully, it also allows them to maintain control over those proceeds and, ultimately, to provide a legitimate cover for their source of funds. Their ill-gotten funds come to appear as white money.

5. There have been references to two companies: whether there has been any evidence/facts of movement of fund flow from these companies to other companies of Mukesh Mittal which is purported to be shell company or there is any flow of fund from Mukesh Mittal/associates to these companies?

Yes. There are two companies RMC Printers Private Limited and GMT Printers Private Limited wherein Mukesh Mittal and his family were/are Directors/shareholders. The bank accounts of both the companies have been sought from the concerned banks and only after receiving the accounts, this information shall be able to be investigated. However, the role of the two companies and the families of Justice Hemant Gupta and Mukesh Mittal advocate has been submitted in the letter/report called for by the Hon'ble High Court at Patna. In the investigation so far it has been revealed that both these companies are shell companies and have been incorporated for the purpose to hold the property/asset and then transfer it by a specific methodology which has been described in the reply submitted to the Ld. Adjudicating Authority and again before the Hon'ble Appellate Tribunal, PMLA, New Delhi on the application filed by this department under section 17 (4) for retention of seized documents under section 17 (1) and to continue the frozen bank accounts under section 17 (1-A) of PMLA 2002 has been decided by the Ld. Adjudicating Authority in favour of the Enforcement Directorate by passing a speaking order and now the matter is pending before the Hon'ble Appellate Tribunal.

6. Whether the flow of funds has been from such companies to properties as detailed in the report.

In this regard, it is submitted that the bank accounts, income tax returns and other financial statements have not been scrutinized as of now, it is submitted that the investigation is at its initial stage of asking and furnishing of documents and therefore the query of the worthy JDE shall be replied at the appropriate stage as it shall be premature to give any comments and effective reply before thorough investigation is conducted.

7. Any banking transactions of purchase of such property in relation to Mukesh Mittal account or his company accounts.

Yes. There certainly are banking transactions of purchase of property through these two companies RMC Printers Private Limited and GMT Printers Private Limited, but nothing can be stated as yet considering the fact that the bank accounts of both the companies are not in possession of this Directorate and recently have been sought from the concerned banks. It is pertinent to mention that Smt. Alka Gupta has admitted in her reply that she has given the sale amount of consideration for purchasing the only asset in RMC Printers Pvt. Ltd to the wife of Mukesh Mittal, the remaining details being part of the investigation yet to be conducted. Smt. Alka Gupta had submitted a voluminous reply of 676 pages which are yet to be scrutinized as part of the investigation.

Similarly Smt. Alka Gupta and Smt. Bimla Gupta mother of Justice Hemant Gupta had transferred their 26600 shares each in GMT Printers Private Limited to the family member of Mukesh Mittal advocate and to her sister-in-law, bank accounts not available as of now, shall only help to proceed with the investigation any further.

This investigation is being conducted under the provisions and objectives of PMLA 2002. At this stage only one FIR has been investigated and that also in part under this ECIR whereas so many other FIRs and Complaints, many of which have been sent to the IGP, Chandigarh for registration of FIR and are pending at their end. It shall be worthwhile to mention here that Mukesh Mittal is main suspect/accused under this ECIR and the entire investigation is being conducted, one by one, of every FIR and complaint.

8.1 Refer to the reply of Alka Gupta. Have we scrutinised the details which she has submitted.

In this context it is submitted that During investigation, it has been noticed that Mukesh Mittal, Advocate in most of his property dealings made on the basis of only agreement to sell, GPA (General power of attorney), Lok Adalat decrees (passed in fake settlement of disputes by beneficiaries by showing the fake compromise). In this way, he and his family/associates became beneficial owner of the properties by following a clandestine methodology which is under investigation for Offences under the PMLA 2002. It has also come to the notice of this office that the name of Smt. Alka Gupta w/o Sh. Hemant Kumar (Justice Sh. Hemant Gupta) appears in some of the companies, properties, documents, GPA, which

gives rise to suspicion of multiple financial transactions with Mittal Advocates, his family members and his associates

Therefore, it is revealed that Smt. Alka Gupta is involved with Mittal Advocates and their associates in some clandestine business activities, due to which she has acquired beneficial interest in various properties without paying any consideration. These activities are under investigation in the matter of ECIR/CDZO/05/2013. In the investigation grave offences are being made out, including laundering, tax evasion, introduction of ill-gotten money, violation of various laws and statutes. Mittal Advocates in their criminal activities of usurping properties of various persons have used many persons as clients u/s 2 (1)(ha) of the PMLA 2002, they have been identified as final beneficiaries u/s 2(1) (fa) of the PMLA in the proceeds of crime. This directorate is identify the role of all suspects so as to categorized them as clients or beneficial owner u/s 2(1)(ha) or/and 2(1)(fa) in the running illegal business of sale and purchase of property, running illegal resorts and hotels, indulging in borrowing and lending money in violation of laws of the land, introduction of large sums of cash from undisclosed sources and owning benami properties. Therefore, this office sent a notice requiring Smt. Alka Gupta to submit reply to the questions mentioned in the notice besides being asked to furnish copies of listed documents required under the provisions of section 50 of the PMLA 2002. In response to the notice sent to Smt. Alka Gupta, she has submitted a detailed reply with certain documents running into 676 pages. It is stated that the reply along with the documents submitted are still remaining to be examined thoroughly, and if in case required she shall be called upon to furnish documents, proof, evidence or appear as a witness under section 50 PMLA.

The summary of the reply submitted Alka Gupta is stated below:-

- i. She submitted details of her following bank accounts which are either operative or in-operative:

S. No.	Account No.	Bank & Branch	Date of opening	Status of the account
1.	55024559906	State Bank of Patiala, High Court Branch, Chd	Yet to be examined	Active
2.	15022	PNB, Sector 22, Chandigarh	Yet to be examined	Closed
3.	511202010000236	Union Bank of India, Sector 8, Chandigarh	06.11.1996 joint account opened with Smt. Binla Gupta and later on with Sh. Hemant Gupta	Closed on 17.05.2011
4.	001301032620	ICICI Bank, Sector 9, Chandigarh	Yet to be examined	Closed on 09.06.2015

- ii. She furnished the copy of her Income Tax Returns for AY 2005-06 to 2015-16. She has not furnished any details of FDR/Lockers/Mutual fund deposits etc.

- iii. She submitted copy of Balance Sheets of RMC Printers for F.Y. 1994-95 to 2009-10 and copy of annual returns of M/s RMC Printers for FY 1995-96, 2001-02, 2005-06 which are yet to be examined. But she has not stated about the annual returns filed by the company for rest of the period.
- iv. She has submitted the copy of ITRs of M/s RMC Printers for the AY 1997-98 to 2001-02 and the same are yet to be examined. She has not submitted the ITRs for rest of the period of the company when she was a Director in this company.
- v. It is submitted by her that she became share holder in April-1994 in the company GMT Printers Pvt. Ltd and subsequently 13300 shares were transferred on 07.06.1998 to her sister-in-law Smt. Savita Tayal W/o Sh. ML Tayal and another 13300 shares were transferred on 30.11.1998 to S/Sh. Vivek Mittal, Arvind Mittal and Smt. Sneh Mittal (Sons and wife of Sh. Madan Mohan Mittal, paternal uncle of Mukesh Mittal). In support of transfer of her shares, she submitted the ITR for AY 1999-00, but she did not submit the copy of the share transfer certificate.
- vi. It has been reported by the directors of the company GMT Printers Pvt. Ltd. in its annual returns to the ROC that there is no business running by the company. It appears that the company was a shell company which was created to hold an asset i.e. Plot No. 46, Industrial Area, Phase-1, Chandigarh which the company had purchased in the year 1994.
- vii. Similarly, it has been reported by the directors of the company RMC Printers Pvt. Ltd. in its annual returns to the ROC that there is no business running by the company. It appears that the company was a shell company which was created to hold an asset i.e. Booth No. 26, Sector 18, Chandigarh which the company had purchased in the year 1996.
- viii. She furnished the bank account details of company RMC Printers Pvt. Ltd. It is Canara Bank, A/c No. 1660, Sector 35, Chandigarh but she has not provided the bank account statement rather stated that this account was operational in the year 1996-98 only. She also not submitted the bank account statement of the company for the period when she was the director of the company from 1998 to 2009.
- ix. She has also not submitted the bank account details of GMT Printers Pvt. Ltd. Without examining the bank accounts of the company, the genuineness of the transactions made by the company cannot be verified.

8.2 Can we make any reference that GMT printers Ltd was created just for the purpose of holding an asset plot No. 46 industrial area

Phase 1 Chandigarh. What is the legal position. What is the evidence for making such conclusion.

AND

8.3 Similar influence has also been drawn on RMC printers. What is the evidence for making such conclusion. What is the legal position.

It has emerged in the preliminary investigation as per the admittance of the Directors of GMT Printers Pvt. Ltd, that there was no business transaction in the company, which is further substantiated from the facts that GMT Printers Pvt. Ltd as per its Memorandum of Association could carry out the businesses of Printers, Publishers etc. as per Memorandum of Association. It is evident from the Income Tax Returns submitted by Smt. Alka Gupta and the records received from ROC that the company has

- No Sales in the financial statements
- No purchases
- No labour expenses
- No registration with Excise & Customs
- No Registration with Sales Tax department
- No deduction of TDS as per income tax nor any returns
- No receipt of rent in the account of the company.
- No other banking transaction.

Such companies as per law are shell companies and have been stated to be so by the SIT set up by the Hon'ble Supreme Court of India which is stated below:

"

Further while investigating the seized documents of properties and scrutiny of various complaints, the records were called for, from the ROC, Chandigarh pertaining to all the companies wherein Mukesh Mittal was/is a Director. That out of the records sent by the ROC, Chandigarh, it was found that the following two companies in which the families of S/Sh. Hemant Gupta, Chetan Mittal and Mukesh Mittal were closely involved. Smt. Alka Gupta, Smt. Bimla Gupta and Justice Sh. Hemant Gupta have been identified as associates and beneficiaries in the process of money-laundering through structuring of shell entities:

- RMC Printers Private Limited
- GMT Printers Private Limited.

S. No.	Name of the company	Registered address of the company	Transacted property through the company	Nature/b of the company	Assets owned by the company as on date
1.	RMC Printers Private Limited	H. No. 211, Sector -18/A, Chandigarh which is residential house of Justice Sh. Hemant Gupta.	Booth No. 26, Sector-18, Chandigarh	No business activity	No asset.
2.	GMT Printers Private Limited	Initially H. No. 211, Sector-18/A, Chandigarh till the year 2005 and presently H. No. 1526, Sector-18D, Chd residential house of Mukesh Mittal	Plot No. 46, Industrial Area, Phase-1, Chandigarh	No business activity	No asset

A chart showing the details of the Directors alongwith period of Directorship is as under:

Name of the Company/CIN/ PAN	DOI	Address of the Company	Name of the Directors	DIN	Date of appointment as Director	Date of Cessation
M/s RMC Printers Pvt. Ltd. U22212CH1994P TC014479	22.04.1994	Kothi No. 211, Sector 18/A, Chandigarh (Residential address of Sh. Hemant Gupta)	a. Alka Mittal	0017 1458	22.04.1994 & 28.02.2009	
			b. Dulari Mittal		22.04.1994	
			c. Mukesh Mittal	0017 4207	28.02.2009	
			d. Bimla Gupta	0165 7991	28.06.1998	28.02.2009
			e. Alka Gupta	0018 4349	18.05.1998	27.06.2009
M/s GMT Printers Pvt. Ltd. U22212CH1994P TC014478 (Mukesh Mittal is one of the shareholders in this company)	22.04.1994	Kothi No. 211, Sector 18/A, Chandigarh till 2005 and presently is H. No. 1526, Sector 18/D, Chandigarh (Residential address of Mukesh Mittal)	a. Alka Mittal	0017 1458	22.04.1994	
			b. Alka Gupta	0018 4349	22.04.1994	
			c. Bimla Gupta	0165 7991	22.04.1994	
			d. Vivek Mohan Mittal		25.08.2001	
			e. Karik Tayal	0074 0319	14.11.2000	
			f. R.K. Mittal	0017 1341	02.09.1995	
			g. Vikram Garg		25.02.2002	

Documents were called for from the ROC, Chandigarh of both the companies and after examined of these companies, it is found that these companies don't have any business activities and no assets are reflected in the balance sheet of these companies as on date. Further the nexus, the trail and the trace of the transactions between the mastermind Mukesh Mittal, Smt. Alka Gupta, Smt. Bimla Gupta and Sh. Hemant Gupta have emerged wherein the registered office of these companies is the house of Sh. Hemant Gupta and they have been having long standing association since even before 1994.

I. The summary of the facts after examination of the seized documents and ROC records reveals the following:

i. That both the companies were incorporated on the same day i.e. on 22.04.1994 giving the registered office address i.e. H. No. 211, Sector-18/A, Chandigarh which is a residential property of Sh. Hemant Gupta and RMC Printers Pvt. Ltd. is still exiting on this address only. Whereas H. No. 1526, Sector 18, Chandigarh is residence of Sh. Mukesh Mittal and this house is a registered office of GMT Printers Pvt. Ltd. It shows that both the families were well connected since even before 1994.

ii. In 2009 both (Smt. Alka Gupta & Smt. Bimla Gupta) resigned from the directorship of the company RMC Printers Private Limited and Mukesh Mittal and Smt. Alka Mittal became the directors of the company and still they are the Directors and share holders of this company. Company is doing nothing, and this is the subject matter of investigation that whether this company was incorporated for stripping off the only property from it by using a specific methodology or for running a genuine business. Prima facie it is seen that this company was incorporated for hiding the facts from the regulatory agencies.

- iii. Smt. Alka Mittal w/o Mukesh Mittal and Smt. Dulari Mittal (since deceased) w/o Sh. R.K Mittal were appointed as directors in the company RMC Printers Pvt. Ltd. The authorised share capital of the company was Rs. 2,00,000/- divided in to 20,000 equity shares of Rs. 10 each. As per balance sheet of RMC Printers Pvt. Ltd as on 31.03.2007, the company had no asset in its name. That the owners/subscribers/shareholders of RMC printers Pvt. Ltd were Smt. Alka Mittal and Smt. Dulari Mittal (since deceased) with paid up capital of Rs. 1,06,000/- same as at the time of incorporation. That after 2009 no return has been filed till date by RMC Printers Pvt. Ltd.
- iv. That it is not clear at this stage without conducting thorough investigation as to when did Smt. Alka Gupta w/o Sh. Hemant Gupta and Smt. Binla Gupta mother of Sh. Hemant Gupta acquired the shares from Smt. Alka Mittal & Smt. Dulari Mittal in the company RMC Printers Pvt. Ltd.
- v. Further it is revealed that Smt. Alka Gupta and Smt. Binla Gupta transferred their shares (5300 share of Rs. 10 each) to Smt. Alka Mittal and Sh. Mukesh Mittal in the year 2009. It is yet to be investigated as to how much consideration was paid by Smt. Alka Mittal and Sh. Mukesh Mittal to Smt. Alka Gupta and Smt. Binla Gupta. It is also to be investigated what was the mode of this payment. It is yet to be investigated what was the stamp duty paid on the transfer of these shares and consideration thereof.
- vi. That the declaration in the year 2006/2007/2008/2009 filed with the ROC by Smt. Alka Gupta w/o Sh. Hemant Gupta states that there is no business and no operation of the companies. Therefore, it is to be investigated if ever a bank account was opened and operated for this company i.e. RMC Printers Pvt. Ltd for the purpose of running any business.
- vii. It is important to investigate that how RMC Printers Pvt. Ltd did acquire an asset i.e. booth no. 26, Sector -18, Chandigarh and how much consideration was paid by RMC Printers Pvt. Ltd and what was the source of the income of RMC Printers Pvt. Ltd.
- viii. It is revealed that the sole asset of this company was transferred out of RMC Printers Pvt. Ltd in 2009-10. It is also revealed that no consideration was received by RMC Printers Pvt. Ltd in the year 2009-10 as per the declaration filed by Mukesh Mittal and Smt. Alka Mittal again declaration has been filed that there are no operations in the company.
- ix. Business activities and transactions of these companies have not been examined so far. Similarly violations/ contraventions have been committed by these companies, if any, are also to be investigated in due course of action.
- x. That, Smt. Alka Gupta and Smt. Binla Gupta were the directors/shareholders along with Smt. Alka Mittal wife of Mukesh Mittal in the company GMT Printers Pvt. Ltd. which was also incorporated on 22.04.1994 alongside RMC Printers Pvt. Ltd.
- xi. A property Plot No. 46, Industrial Area, Phase-1, Chandigarh measuring 4 Kanals, was purchased at a price of Rs. 7 lakhs by GMT Printers Private Limited vide sale deed dated 29.06.1994.

xii. Smt. Alka Gupta and her mother-in-law Smt. Bimla Gupta disappeared by giving registered GPA dated 29.05.1999 to Sh. Mukesh Mittal and leaving the ownership of the company substituted by other members of the family of Mukesh Mittal.

xiii. This directorate has not received the details of the bank accounts of both of these companies. It is alleged that there are no bank statements, income tax returns, sale deeds or any other documentation to show by any purchase of the only asset of the company. Everything is done within the shell company without bank accounts, income tax returns, without sale consideration by cheating the state exchequer by not depositing unearned profits, income tax, capital gains, stamp duty and registration charges while undervaluing the property.

xiv. Smt. Alka Gupta and Smt. Bimla Gupta were supposed to transfer 53,333 shares while they have not furnished any proof of transfer of shares. Therefore their claim is not substantiated by documents. The members of the Board of Directors have given an unregistered General Power of Attorney to Mukesh Mittal, whereafter Smt. Alka Mittal as the Director and 1/3rd shareholder in the company, leased out the only asset of the company in favour of herself, Mukesh Mittal and other family members. They (Smt. Alka & Bimla Gupta) had not given the GPA to sell the asset of the company. Therefore the nexus of Alka Mittal, Alka Gupta, Bimla Gupta and Mukesh Mittal stands established. Thereby, as per the admittance of Smt. Alka Gupta herself Mukesh Mittal becomes the effective controller of the only asset of GMT Printers Pvt. Ltd. being an industrial plot in Chandigarh. Therefore the sale consideration as per the agreement to sell dated 30.04.2010, the value of 50% share of the property was Rs. 7.5 crores. Thereby, admitting that the full value of the property was Rs. 15 crores. The investigation upto this stage has established that out of Rs. 15 crores sale consideration, Rs. 5.28 crores has been received by Sh. ML Tayal and sons through its Karta ML Tayal (50% share), RK Mittal, Mukesh Mittal, Chetan Mittal, Dulari Mittal, Alka Mittal, Monica Mittal, Mukesh Mittal, HUF, Chetan Mittal, HUF, Buphender Kr. Gupta, Ravinder Kr. Gupta, Suman Gupta, Komal Gupta (remaining 12 persons 50% share). It is pertinent to mention here that Sh. ML Tayal is the brother-in-law of Justice Hemant Gupta, recently was lodged in Tihar jail, New Delhi in a case of rape under section 376 Indian Penal Code. This is a matter of investigation where Rs. 9.72 crores has gone. According this agreement sell dated 30.04.2010, Rs. 4,50,00,000/- were transacted in cash only and it is a matter of investigation as to where did this cash come from and where did it go.

According to complaints received in this Directorate along with annexures running into hundreds of pages, the allegations in context of the complaint pertaining to the Booth No. 26, Sector-18, Chandigarh held in the name of company RMC Printers Pvt. Ltd, all the documents need to be investigated and corroborated under the provisions of the PMLA-2002.

- i. That Smt. Alka Gupta and Smt. Bimla Gupta wife and mother respectively of Justice Sh. Hemant Gupta file a civil suit for specific performance of agreement to sell dated 11.04.1996 on 06.06.2005 against their own company and it is a matter of investigation as to what was the dispute between the company and its owners and whether the civil suit was permissible in the eyes of law or not. The plaintiffs Smt. Alka Gupta and Smt. Bimla Gupta, themselves being the Directors of the company were to represent the defendant company and instead of doing so they file a civil suit against themselves.
- ii. The same day the civil suit filed in the civil court is taken to the Lok Adalat, clearly shows that the civil suit was filed with the intention of taking it to the Lok Adalat and not contesting it in the civil court. Without notice to the other side, both the parties appear in the Lok Adalat on the same day considering both the parties are one and the same. But they also bring an impersonator Alka Mittal along with them to represent the defendant company which was to be represented by the plaintiffs themselves.
- iii. It is a matter of investigation as to when RMC Printers Private Limited became the owner by the way of transfer of the showroom on 06.06.1996, how could agreement to sell have been executed on dated 11.04.1996? Therefore, whether, all payments made before 06.06.1996 are illegal and void though not even a single paise payment was ever made to RMC Printers Private Limited.
- iv. It is a matter of investigation as to how could Alka Mittal without being director of the company RMC printers private limited executed the sale deed 11.01.2007 and got a decree passed in the Lok Adalat against the company RMC Printers Pvt. Ltd. as an impersonator.
- v. It is a matter of investigation whether any sale consideration was ever paid to RMC Printers Private limited while stripping it off its only asset, the showroom in Sector 18, Chandigarh.
- vi. It is a matter of investigation where did the rent taken from the tenant in the showroom go from the year 06.06.1996 to 11.01.2007 which amounts to misappropriation of the huge amount of money by the family of the judge?
- vii. There is requirement to check proceeds of crime where the four properties mentioned above suggest introduction of cash and the end beneficiary being the family of Hemant Gupta, his wife Smt. Alka Gupta and late mother both his dependants, helped in layering of money laundering by Mukesh Mittal and his family.

Submitted please.

(Gopesh Byadwal)
Assistant Director (PMLA)

JDE/CDZO

ANNEXURE C 62

REVISED ASSETS OF HON'BLE MR. JUSTICE HEMANT GUPTA, HIS SPOUSE AND DEPENDENTS




1. All immovable properties held individually or jointly		Description and location	Remarks, if any / Date of acquisition
1.1	Hemant Gupta	i) Plot of land measuring 250 sq. mts., at Sector 105, Noida as member of Allahabad High Court Judges Co-operative Society. ii) Apartment No KPH-2-901 Kensington Heights, Jaypee Greens, Noida	As Sub-Leasee since 2006 Under Construction Partial Down Payment made after availing Loan from Dena Bank 10.08.1998
1.2	Alka Gupta - Wife	i) One Half Share of Industrial Plot No 136-140/93, Industrial Area Phase I, Chandigarh ii) One Half Share of Booth No 26, Sector 18-D, Chandigarh	11.04.1996
1.3	Prateek Gupta - Son	One half share of Booth No 26, Sector 18-D, Chandigarh	As heir of Mrs. Bimla Gupta (Grand Mother)
1.4	HUF	i) One Kanal House Number 211, Sector 18-A, Chandigarh ii) One Half share of Industrial Plot No 136-140/93, Industrial Area Phase I, Chandigarh	4.5.1998 10.08.1998
2. Details of Motor Vehicles		Make / Year	Date of acquisition
2.1	Hemant Gupta	Maruti Swift 1.1 / 2008	Aug-08
2.2	Alka Gupta - Wife	Maruti 800 DX / 2000	Aug-08
2.3	Prateek Gupta	Volkswagon Polo 2012	February 2012 Loan of Rs.4,00,000 from a NBFC
3. Ornaments and other valuables		Description	Weight in gms.
3.1	Hemant Gupta	Gold Jewellery	400
3.2	Alka Gupta - Wife	Gold and Diamond Jewellery	1940
3.3	Prateek Gupta - Son	Gold	200
3.4	Kavya - Daughter	Gold	330 150gms purchased in April 2011
3.5	HUF	Gold and Jewellery	1200

4. Bank Deposits, Fixed Deposits, Description			Value
Shares/ PPF/ GPF, Debentures			
Mutual funds, cash etc.			
4.1	Hemant Gupta	GPF	43,43,548.00 As per Annual Statement 2010-11
		ULIP	
		Share investments	
		Mutual Funds	
4.2	Alka Gupta -Wife	PPF	17,30,647.81
		Shares	1,32,922.00
		Mutual Funds	4,43,014.00
4.3	Prateek Gupta - Son	PPF	16,54,026.65
		Deposit with a firm	12,00,000.00
		Mutual Funds	60,000.00
4.4	Kavya Gupta -Daughter	PPF	15,34,634.90
4.5	HUF	PPF	15,69,149.87
		FDR	10,15,000.00
		Mutual Funds	2,04,992.00
		Deposit with a firm	2,50,000

Chandigarh:
Dated: April 24, 2012

sd/-
Hemant Gupta
Judge

ANNEXURE - D

 भारतीय गणतन्त्र PART I. FORM Form No. 1, R.	 चण्डीगढ़, हिमाचल प्रदेश REGISTRAR OF COMPANIES CHANDIGARH, PUNJAB
निगमन का प्रमाण-पत्र	
CERTIFICATE OF INCORPORATION	
मा. 53-14479	स. सं. 1994
No. 53-14479	01 19 94
मैं एतद् द्वारा प्रमाणित करता हूँ कि आज <u>आर एन सी लिमिटेड प्राइवेट लिमिटेड</u>	
कम्पनी अधिनियम 1956 (1956 का 1) के अर्थात् निगमित की गई है और यह कम्पनी परिलीनत है। I hereby certify that <u>RNC PARTNERS PRIVATE LIMITED</u>	
is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and the company is limited.	
मेरे हस्ताक्षर से आज तां. <u>22-4-1994</u> को दिया गया।	
Given under my hand at JALANDHAR this <u>22nd</u> day of <u>April</u> One thousand nine hundred and ninety <u>four</u> .	
(2nd Valuation, Secs. 1916)	 (R. S. KANG) (R. S. KANG) कम्पनियों का रजिस्ट्रार चण्डीगढ़, हि. प्र. एवं चण्डीगढ़ Registrar of Companies Punjab, H.P. & Chandigarh
Manmoh Singh	



THE PRIVATE COMPANY ACT 1956

OF

II. PRELIMINARY

Subject as hereinafter provided, the regulations contained in Table A in the First Schedule to the Companies Act 1956 shall apply to the Company.

6232 22/4/84
 22-4-84
 11593
 22-4-84

III. INTERPRETATION

1. In this Act

(a) 'The Act' means the Companies Act, 1956 as amended from time to time;

(b) 'The Seal' means the Common Seal of the Company.

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any Statutory modification thereof in force.

IV. PRIVATE COMPANY

3. The Company is a Private Company within the meaning of Section 2(35) and 3(1) (iii) of the Companies Act, 1956 and accordingly.

(a) No invitation shall be issued for the public to subscribe for any shares in or debentures of the Company.

(b) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who have been

IV. SHARE CAPITAL

- formerly in the employment of the company, were its members while in the employment and have continued to be members after the employment ceased) shall be limited to fifty provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the company, they shall be treated as a single member; and
- (c) The right to transfer shares in the company is restricted in the manner and to the extent hereinafter appearing.

4. The Authorised Share Capital of the Company is Rs. 2,00,000/- (Rupees Two Lacs only) divided into 20,000 (Twenty Thousand) Shares of Rs. 10/- (Rupees Ten) each payable in the manner as may be determined by the Directors, from time to time with power to increase, reduce sub-divide or to repay the same or to divide the same in to several classes and to attach thereto any right and to consolidate or sub-divide or re-organize the shares in accordance with Section 95 of the Act and subject to Section 106 of the Act to vary such rights as may be determined in accordance with the regulations of of the company.

5. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms as the Directors may think fit and to give any persons any shares whether at par or at a premium and for such consideration as the Directors may think fit.
6. The Director may allot and issue shares in the capital of the company as payment or part payment for any property goods or machinery supplied, sold or transferred or for services rendered to the company.

V. TRANSFER AND TRANSMISSION OF SHARES

7. Any member desiring to sell any of his shares must notify to the Board of Directors the number of shares, the fair value and the name of the proposed transferee and the Board must offer to the other shareholders the shares offered at the fair value and if the offer is accepted the shares shall be transferred to the transferee and if the shares or any of them are not so accepted within one month from the date of notice to the Board the members proposing transfer shall at any time within two months afterwards, be at liberty, subject to Articles 8 and 9 hereof, to sell and transfer the shares to any person at the same or at the higher price.

8. No transfer of shares shall be made or registered without the previous sanction of the Directors, except when the transfer is made by any member of the

Company to another member or to member's wife or child or children or his heirs and the Directors may decline to give such sanction without assigning any reason subject to Section 111 of the Act.

8. The Directors may refuse to register any transfer of share (1) where the Company has alien on the share or (2) where the share is not a fully paid-up share.

10. (n) on the death of a member the survivor or survivors where the member was joint holder and his legal representative where he was a sole holder shall be the only person eligible for the transmission of such share.

(c) The Company shall incur no liability or responsibility whatever in consequence of its registering or given effect to any transfer of shares made purporting or appearing in the Register of Members to the prejudice of persons having or claiming any equitable right, title or interest in the same.

VI. GENERAL MEETINGS

11. All general meetings other than Annual General Meeting shall be called extraordinary General meetings.

12. (a) The Board may, whenever it thinks fit, call an extraordinary

(b) If at any time they are not within India, Directors capable of acting who are sufficient in number to form a quorum, any Director or any two members of the Company may call an extraordinary general meeting in the same manner as nearly as possible as that in which a meeting may be called by the Board.

XII. PROCEEDINGS AT GENERAL MEETINGS

13. Except in cases where by any provisions contained in the Companies Act, 1956 and compulsorily applicable to this Company notice for a longer period is required at least seven days notice specifying the place, the day and hour of the general meeting and in case of special business the nature of that business shall be given but the accidental omission to give notice to or the non receipt of notice by any person or persons to whom it is given shall not invalidate the proceedings at the General Meeting. However, no explanatory statement shall be required to be annexed to the notice convening General Meeting of Shareholders under Section 173 of the Act.

14. (1) No business shall be transacted at any General meeting, unless a quorum of members is present at the time when the meeting proceeds to business.

(1) Two members present in person shall be a quorum

15. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairman of the meeting.

16. (i) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the members, adjourn the meeting, from time to time

and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at the adjourned meeting.

17. In the case of an equality of votes, whether on a show of hands or on a poll, the

Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

18. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VIII. DIRECTORS

19. The number of Directors shall not be less than two and not more than twelve, including the Managing Director and a Director need not be a shareholder.

20. The first Directors of the Company shall be

1 Mrs. Alka Mittal

2 Mrs. Dulari Mittal

21. The Board of Directors shall have the power to fill any casual vacancy on the Board and a Director so appointed shall hold office until conclusion of the next Annual General Meeting.

22. The Board of Directors shall have power at any time and from time to time to appoint any other person to be additional Director (s). Such additional Director (s) shall hold office to the next following annual general meeting, subject to Section 260 of the Act.

23. The Board of Directors Meeting shall be presided over by Chairman elected from time to time.

24. The aforesaid first Directors shall not be liable together by rotation. The Company in general meeting may appoint any persons as Director (s) and provide that such Director or Directors shall not be liable to retire by rotation.
25. The Board of Directors may, from time to time, appoint one or more of their body to be the Managing Director(s) of the Company. A Director need not hold any qualification shares.
26. Subject to the provisions of the Companies Act, 1956, the Directors may, from time to time, direct any sum of money as may be thought fit to be paid as and by way of remuneration to them or one or more of them. The Director (s) shall also be entitled to receive all travelling and hotel expenses incurred by them in or about the performance of their duties as Directors including their expenses to attend Board Meetings. The Director(s) shall be paid a fee of not more than Rupees 2000/- (Rupees Two Thousand) for attending each meeting of the Board or Sub-Committee thereof. The Board of Directors may waive payment of sitting fee to the Director (s) by passing a resolution and may similarly restore such payment.
27. Subject to the provisions of Section 313 of the Companies Act, 1956, the Board of Directors may appoint Alternate Director (s) under the circumstances and during the period and subject to the provisions of that section.
28. The Directors may appoint as Director any person nominated by the banks or other financial corporations or foreign institutions in pursuance of any financial arrangement or other agreement entered into with them. Such Directors also need not hold any qualification share.
29. Subject to the compliance of Section 314 of the Companies Act, 1956, if any Director being willing, shall be called upon to perform extra services or to make any special exertion in going or residing elsewhere whether in India or abroad or otherwise for any of the purposes of the Company, the Company shall remunerate such Director for so doing either by a fixed sum or a percentage on profit or commission or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution of his remuneration above provided.
30. Subject to the Section 297 & 298 of the Act, no Director shall be disqualified from his office by contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profits realised by any such contract or arrangement by reason of such Directors holding that office of the fiduciary relations thereby established but the nature of interest must be disclosed by him at the

35. A resolution in writing signed by the majority of Directors shall be, as effective for all purposes as a resolution, passed at meeting of the Directors duly convened, held and constituted subject to Section 289 of the Act.
- X POWER OF THE DIRECTORS

36. i) The powers and responsibilities of the Directors of the Company shall be as laid down in the Companies Act, 1956, and in Table 'A' thereof except in so far as they stand modified by the provisions of these Articles.
- ii) Any one of the Directors is fully authorised to sign, accept & execute Govt. Tenders, Agreements & Contracts which will form assets & liability of the Company in toto.

XI. MANAGEMENT

37. Subject to the provisions of the Act, the management and superintendence of the affairs of the Company, subject to the overall control of the Board of Directors, shall be vested in the Managing Director (s) or any other Director upon such terms and conditions as the Board thinks fit either for fixed and or whole time terms or without any limitation as the period to which he is to hold entered into between him and the Company) subject to the provisions of any contract whole time Director and appoint another in his place. The Managing or whole time Director (s) shall not retire by rotation while holding that office and shall not be reckoned as Director (s) for determining the rotation of retirement of Director or in fixing the number of Directors to retire.
38. Subject to Section 197A of the Act, the Directors may from time to time, appoint Chairman, Managing Director, whole-time Director, General Manager, Secretary, Branch Manager, Attorney, Agent or any other officials as the case may be and vest any of the powers, authorities and discretion for the time being vested in the Directors and any such appointment or delegation may be made on such terms and condition including powers to sub-delegate as the Directors may think fit and the Directors may at any time, unless otherwise provided, revoke or amend such delegated authority, power or discretion.

1. ACCOUNTS

39. (1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations all books of the Company or any of them shall be open for the inspection of members (not being Directors).
- (2) No member (not being a Director) shall have any right of access to any account of documents of the Company in general meeting.
40. The Directors shall cause proper books or accounts to be kept in which shall be entered all sums of money received and expended by the Company and full

71

true and complete account of affairs and transactions of the Company and of its assets and liabilities. The books of account shall be kept at the registered office or at such other places as the Directors think fit.

XIII. SECRECY

41. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by a court of law and except so far as may be necessary in order to comply with any provisions in those provisions of the Act.

XIV. BORROWING POWERS

42. The Directors shall have the power, from time to time and at their discretion to borrow, raise or secure the payment of any sum of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds, of the Company or by mortgage, charged upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

XV. OPERATION OF BANK ACCOUNTS

43. Any debenture stock, bonds or other securities may be issued at a discount premium or otherwise and with special privileges as to redemption, surrender drawing, attending and voting at general meeting of the Company appointment, of Directors and otherwise.

XVI. INDEMNITY

44. The person (s) authorised by the resolution of the Board of Directors shall have the power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies, bills of exchange and any other person to persons to exercise such powers.

45. Subject to section 201 of the Act, the Chairman, Directors, Auditors, Managing Directors and other officers for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their executors shall be indemnified out of the assets and funds of the Company from or against all confidential suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their willful neglect or default. Any such officer or trustees shall not be answerable for acts, commissions, neglects of any other officer or trustee.

72
true and complete account of affairs and transactions of the Company and of its assets and liabilities. The books of account shall be kept at the registered office or at such other places as the Directors think fit.

XIII. SECRECY

41. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the company with its customers and the state of accounts, with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by a court of law and except so far as may be necessary in order to comply with any provisions in those presents of the Act.

XIV. BORROWING POWERS

42. The Directors shall have the power, from time to time and at their discretion to borrow, raise or secure the payment of any sum or money for the purpose of the Company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds, of the Company or by mortgage, charged upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

43. Any debenture stock, bonds or other securities may be issued at a discount premium or otherwise and with special privileges as to redemption, surrender drawing, attending and voting at general meeting of the Company appointment, of Directors and otherwise.

XV. OPERATION OF BANK ACCOUNTS

44. The person (s) authorised by the resolution of the Board of Directors shall have the power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies, bills or may authorise any other person to persons to exercise such powers.

XVI. INDEMNITY

45. Subject to section 201 of the Act, the Chairman, Directors, Auditors, Managing Directors and other officers for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their executors shall be indemnified out of the assets and funds of the Company from or against all confidential suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their willful neglect or default. Any such officer or trustees shall not be answerable for acts, commissions, neglects of any other officers or trustee.

XVII. WINDING UP

46. (1) If the company shall be wound up the liquidator may, with the sanction of a special resolution of the company and other sanction required by the Act, divide amongst members in specie or kind, the whole or any part of the assets of the company, whether they consist of property of the same kind or not.
- (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid, may determine how such divisions shall be carried out as between the members of different classes of members.
- (3) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator shall think fit but so that no member shall be compelled to accept any shares or other securities where there is any liability.
47. Every officer or agent for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which relief is granted to him by the court.

XVIII. THE SEAL

48. (1) The Board shall provide for the safe custody of the Seal of the Company.
- (2) The seal shall not be affixed on any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director who shall sign every instrument to which the seal of the Company is so affixed in his presence. The share certificate will, however, be signed and sealed in accordance with Rules of the Companies (Issue of Share Certificate Rules, 1960 Act).

XIX. AUDIT

49. Auditors shall be appointed and their powers and duties will be regulated in accordance with provisions of section 224 to 233 of the Companies Act, 1955 both inclusive, or any statutory modification thereof for the time being in force. First Auditors of the Company shall be appointed by its Board of Directors within one month of the date of registration of the Company and the auditors so appointed shall hold office till the conclusion of first General Meeting.

XIX. MISCELLANEOUS

50. The Company in General Meeting shall have power to alter or add the articles subject of course to the restrictions imposed by the Companies Act, 1955 or any statutory modification thereof.



Vp

33-14479
2
74

Names, Addresses, Description and Occupation of Subscribers	Signatures of Subscribers	Name and Address, Description, Occupation & signature of the witness
A MITAL v/o Mubashir Mitter Use No 1526 Sec 18-D Chandigarh Levi Motilal v/o R.K. 1526/18-D Chandigarh v/e	Amit Mital	Witnessed both the signatures Bessunf (P.O. Redhina) Chartered Accountant 708, Chenni Lal Redhina S.O. 2470, Sector-1 Chandigarh - 160022

Place: Chandigarh
Date: 18-04-1934

Form of Annual Return of a Company Having a Share Capital

ANNUAL RETURN

REC. NO. 15761
REG. NO. 52-01479
5/8 (SH-4)
N 200
2 200
1*****400
ORAFI 35846
08/11/2004 16-N- 28
RAJESH

COMPANIES ACT (1 OF 1956)
SCHEDULE V PART II
(See Section 159)

1. REGISTRATION DETAILS

Registration No.	14479	State Code	53	(Refer Code List 1)
Registration	22	Month	04	Whether shares listed on recognised Stock Exchange (s)
Date	22	Year	1994	Y-Yes N-No
				N

II. NAME AND REGISTERED OFFICE ADDRESS OF COMPANY:

OF COMPANY
2811114
1871114

Company Name R. M. C. PRINTERS PRIVATE LIMITED

Address HO USE NO 211, SECTOR CHANDIGARH

Pin Code 150018

For R.M.C. Printers Pvt. Ltd. *Elle Gupta* (Director) CHANDIGARH

Area Code Number

one with STD

amber Manmoh an Juneja

76

III. CAPITAL STRUCTURE OF THE COMPANY, (AMOUNT IN RS. THOUSANDS)

Authorised Share Capital Breakup		
Type of Shares	No. of Shares	Nominal Value (in Rs.)
(i) Equity	<div><div></div><div></div><div>2</div><div>0</div><div>0</div><div>0</div><div>0</div></div>	<div><div></div><div></div><div></div><div></div><div></div><div>1</div><div>0</div></div>
(ii) Preference	<div><div></div><div>-</div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div><div>-</div><div></div><div></div><div></div><div></div><div></div></div>
Total Authorised Capital		
	<div><div></div><div></div><div></div><div></div><div></div><div></div><div>2</div><div>0</div><div>0</div></div>	
Issued Share Capital Breakup		
Type of Shares	No. of Shares	Nominal Value (in Rs.)
(i) Equity	<div><div></div><div></div><div></div><div>1</div><div>0</div><div>6</div><div>0</div><div>0</div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div>1</div><div>0</div></div>
(ii) Preference	<div><div></div><div>-</div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div><div>-</div><div></div><div></div><div></div><div></div><div></div></div>
Total Issued Capital		
	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div>1</div><div>0</div><div>6</div></div>	

Subscribed Share Capital Breakup		
Type of Shares	No. of Shares	Nominal Value (in Rs.)
(i) Equity	<div><div></div><div></div><div></div><div>1</div><div>0</div><div>6</div><div>0</div><div>0</div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div>1</div><div>0</div></div>
(ii) Preference	<div><div></div><div>-</div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div><div>-</div><div></div><div></div><div></div><div></div><div></div></div>

Total Subscribed Capital,
for R.M.C. Printers Pvt. Ltd.
Arjun Singh
(Director)
/ R.M.C. A. GUPTA

1

0

6

For R.M.C. Printers Pvt. Ltd.
Arjun Singh
(Director)
/ R.M.C. A. GUPTA

Paid-up Share Capital Breakup

Type of Shares	No. of Shares	Nominal Value (In Rs.)
(i) Equity	10600	10
(ii) Preference		
Total Paid-up Capital	10600	
Debentures Breakup		
Type of Debenture	No. of Debentures	Nominal Value (In Rs.)
(i) Non Convertible		
(ii) Partly Convertible		
(iii) Fully Convertible		
Total Amount		

For R.M.C. Printers Pvt. Ltd.
 अनिल गुप्ता
 (Director)
 (BIMLA GUPTA)

For R.M.C. Printers Pvt. Ltd.
 अलका गुप्ता
 (Director)
 (ALKA GUPTA)

IV. DIRECTORS/MANAGER/SECRETARY INFORMATION (PAST AND PRESENT)

[Refer clause 6 of Part I Schedule VI]

Name	S U P T A										A L K A									
Nationality	1		I-Indian		Date of birth		17		03		65		Middle Name		First Name					
Designation	<input checked="" type="checkbox"/> D		C- Chairman cum Managing Director																	
			W- Whole Time Director, S-Secretary, R-Manager																	
			D- Director, M-Managing Director																	
Date of Appointment	18		05		98		Date of Ceasing		-		NA		-							
	Date		Month		Year		Date		Month		Year		Date		Month		Year			
Election Commission Identity Card No. (If issued)	CHC1000119/0354682																			

Name	D E V I										B I M L A									
Nationality	1		I-Indian		Date of birth		24		03		33		Middle Name		First Name					
Designation	<input checked="" type="checkbox"/> D		C- Chairman cum Managing Director																	
			W- Whole Time Director, S-Secretary, R-Manager																	
			D- Director, M-Managing Director																	
Date of Appointment	28		06		98		Date of Ceasing		-		NA		-							
	Date		Month		Year		Date		Month		Year		Date		Month		Year			
Election Commission Identity Card No. (If issued)	CH01000119/0354681																			

Name																				
Nationality			I-Indian		Date of birth								Middle Name		First Name					
Designation	<input type="checkbox"/>		C- Chairman cum Managing Director																	
			W- Whole Time Director, S-Secretary, R-Manager																	
			D- Director, M-Managing Director																	
Date of Appointment			Date		Month		Year		Date of Ceasing				Date		Month		Year			
Election Commission Identity Card No. (If issued)																				

For R.M.C. Printers Pvt. Ltd.

For R.M.C. Printers Pvt. Ltd.

Atul Gupta
(Director)
(SUPTA)Rajm 357
(Director)
(BIMLA SUPTA)

65

[illegible]

v	e	c	t	.	.	.	.	.	.
w	e	d	.	.	.	.	.	.	.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

1	6	0	0	1	33
2	2	1	5	7	
3	3	2	2	1	
4	7	0	2	7	
5					
6					
7					
8					
9					
10					

[illegible][illegible]

This may be attached if needed

124

(b)

674

For A.W.C. Printers Pvt. Ltd.

Director

80

5

V. DETAILS OF SHARES/DEBENTURES HELD AT DATE OF AGM *

Ledger Folio of Share/Debenture Holder

Share/Debenture Holder's Name

Surname Middle Name First Name

Father's/Husband's Name

Type of Share Debenture

Number of Shares/Debentures Held/Stock, if any

1-Equity, 2-Preference Shares, 3-Debentures, 4-Stock

Amount per share (in Rs.)

Ledger Folio of Share/Debenture Holder

Share/Debenture Holder's Name

Surname Middle Name First Name

Father's/Husband's Name

Type of Share Debenture

Number of Shares/Debentures Held/Stock, if any

1-Equity, 2-Preference Shares, 3-Debentures, 4-Stock

Amount per share (in Rs.)

Ledger Folio of Share/Debenture Holder

Share/Debenture Holder's Name

Surname Middle Name First Name

Father's/Husband's Name

Type of Share Debenture

Number of Shares/Debentures Held/Stock, if any

1-Equity, 2-Preference Shares, 3-Debentures, 4-Stock

Amount per share (in Rs.)

* Note : Separate sheet may be attached, if needed, if number of such share holders exceeds 10. If so desired a text file may be submitted on a floppy or a cartridge tape in the format given in Annexure-III.

For R M.C. Printers Pvt. Ltd.

(Director)

6

For R M.C. Printers Pvt. Ltd.

(Director)

(B1MLA GUPTA)

(ALKA GUPTA)

V. DETAILS OF SHARES/DEBENTURES HELD AT DATE OF AGM (CONTD.)

Address	H. NO. 211,
Town/City	SECTOR 18-A,
District	CHANDIGARH
State	CHANDIGARH
Pin Code	UNION TERRITORY 160018

Address	HOUSE NO. 211,
Town/City	SECTOR 18-A,
District	CHANDIGARH
State	CHANDIGARH
Pin Code	UNION TERRITORY 160018

Address	
Town/City	
District	
State	
Pin Code	

For R.M.C. Printers Pvt. Ltd.
Praveen Gupta
 (Director)
 (BIMLA GUPTA)

For R.M.C. Printers Pvt. Ltd.
Alka Gupta
 (Director)
 (ALKA GUPTA)

02

We certify that :

- (a) the return states the facts as they stood on the date of the annual meeting aforesaid, correctly and completely ;
- (b) since the date of the last annual return the transfer of all shares, debentures, the issue of all further certificates of shares and debentures, have been appropriately recorded in the books maintained for the purpose ;
- (c) the whole of the amount of dividend remaining unpaid or unclaimed for a period of three years from the date of transfer to the special account has been transferred to the General Revenue Account of the Central Government as required under sub-section (5) of Section 205A. — N/A —
- (d) the company has not, since the date of the annual general meeting with reference to which the last return was submitted, or in the case of a first return, since the date of incorporation of the company issued any invitation to the public to subscribe for any shares or debentures of the company. — N/A —
- (e) where the annual return discloses the fact that the number of members of the company exceeds fifty, the excess consists wholly of persons who under sub-clause (1) section 3 are not to be included in the reckoning the number of fifty.
- (f) since the date of annual general meeting with reference to which the first return was submitted or in the case of a first return since the date of the incorporation of the private company, no public company or deemed public company has or have held twenty-five per cent, or more of its paid up share capital;
- (g) the company did not have an average turnover of Rs. Ten Crores or more during the relevant period;
- (h) since the date of the annual general meeting with reference to which the last annual return was submitted or since the date of incorporation of the company, if it is first return, the company did not hold twenty-five percent or more of the paid-up share capital of one or more public companies; and
- (i) the private company did not accept or receive or invite deposits from the public.

For R.M.C. Primers Pvt. Ltd.
Alka Singh
 (Alka Singh Director)
 For R.M.C. Primers Pvt. Ltd.
Alka Singh Signed
 (Director)

Director/Managing Director/Manager/Secretary : Alka Singh

Secretary in whole time practice : NA
 CP No. : NA

Note : Certificates to be given by a Director and Manager/Secretary or by two Directors where there is no manager or secretary. In the case of a company whose shares are listed on a recognised stock exchange, the certificates shall also be signed by a secretary in whole time practice.

82

Form of Annual Return of a Company Having a Share Capital
ANNUAL RETURN

R. No. 111705
FEB 11/1/05
CHECKED BY
B O C

THE COMPANIES ACT (1 OF 1956)
SCHEDULE V PART II
(See Section 159)

REGISTRATION DETAILS

Registration No.	14479	State Code	53	(Refer Code List 1)
Registration Date	22 04 1994	Whether shares listed on recognised Stock Exchange (s)	N	
AGM	REG. NO. 55-014479 A/R (SH-5) 09/06/2005 N	REG. NO. 14541 11/01/2005 N	REG. NO. 14541 11/01/2005 N	REG. NO. 14541 11/01/2005 N
AGM	REG. NO. 55-014479 A/R (SH-5) 09/06/2005 N	REG. NO. 14541 11/01/2005 N	REG. NO. 14541 11/01/2005 N	REG. NO. 14541 11/01/2005 N
AGM	REG. NO. 55-014479 A/R (SH-5) 09/06/2005 N	REG. NO. 14541 11/01/2005 N	REG. NO. 14541 11/01/2005 N	REG. NO. 14541 11/01/2005 N

II NAME AND REGISTERED OFFICE ADDRESS OF COMPANY

Company Name	R. M. C. PRIVATE LIMITED
Address	HOUS NO 211, SECTOR CHANDIGARH UNION TERRITORY
Town/City	
State	
Telephone with STD	
X Number	
Area Code	
Pin Code	160018
For R M.C. Printers Pvt. Ltd. (Director)	

84

III. CAPITAL STRUCTURE OF THE COMPANY (AMOUNT IN RS. THOUSANDS)

Authorised Share Capital Breakup

Type of Shares	No. of Shares	Nominal Value (in Rs.)
(i) Equity	20000	10
(ii) Preference	—	—

Total Authorised Capital

200

Issued Share Capital Breakup

Type Of Shares	No. of Shares	Nominal Value (in Rs.)
(i) Equity	10600	10
(ii) Preference	—	—

Total Issued Capital

106

Subscribed Share Capital Breakup

Type of Shares	No. of Shares	Nominal Value (in Rs.)
(i) Equity	10600	10
(ii) Preference	—	—

Total Subscribed Capital

106

For R.M.C. Printers Pvt. Ltd.

Allex Berytu
(Director)

For R.M.C. Printers Pvt. Ltd.

Allex Berytu
(Director)

95

Paid-up Share Capital Breakup

Type of Shares

(i) **Equity**

Preference

Total Paid-Up Capital

entures Breakup

Part of Debuture

Convertible

Partly Convertible

Convertible

Order Amount

No. of Shares

Normal Value (in Rs.)

0	0	9	9	1			
---	---	---	---	---	--	--	--

1
0

1
0
6

No. of Debentures

Nominal Value (in Rs.)

1

1

1
2

For R.M.C. Drivers Pvt. 1st.

(Director)

FOR R.M.C. PRINCE DAVID

(Director).

R.M.C PRINTERS PRIVATE LIMITED

Regd. Office: Kochi No. 211, Sector 18-A, Chandigarh

LIST OF DIRECTORS OF THE COMPANY
(PAST AND PRESENT)

1.	Name of the Person	Mrs Alka Gupta
	Residential Address	# 3415, Sector 24-D, Chandigarh
	Nationality	Indian
	Designation	Director
	Date of Birth	17-03-1965
	Date of Appointment	18-05-1998
	Date of Ceasing	Not Applicable
	Election Card	CH/01/000/119/0354682
2.	Name of the Person	Mrs Bimla Devi
	Residential Address	# 3415, Sector 24-D, Chandigarh
	Nationality	Indian
	Designation	Director
	Date of Birth	24-03-1933
	Date of Appointment	28-06-1998
	Date of Ceasing	Not Applicable
	Election Card	CH/01/000/119/0354681

For R.M.C. Printers Pvt. Ltd.
Alka Gupta
(Director)

For R.M.C. Printers Pvt. Ltd.
Bimla Devi
(Director)

89

44

V. DETAILS OF SHARES/ DEBENTURES HELD AT DATE OF AGM*

Larger Folio of Share/Debenture Holder
 Name/Debenture Holder's Name
 Surname Middle Name First Name

Member's /Husband's Name
 Name of Share Debenture
 Number of Shares/Debentures Held/Stock, any

Ledger Folio of Share/Debenture Holder
 Name/Debenture Holder's Name
 Surname Middle Name First Name

Member's /Husband's Name
 Name of Share Debenture
 Number of Shares/Debentures Held/Stock, any

Member Folio of Share/Debenture Holder
 Name/Debenture Holder's Name
 Surname Middle Name First Name

Member's /Husband's Name
 Name of Share Debenture
 Number of Shares/Debentures Held/Stock, any

Note : Separate sheet may be attached, if needed. If number of such share holders exceeds 10, if so desired a text file may be submitted on a floppy or a cartridge tape in the format given in Annexure III.

For R.M.C. Printers Pvt. Ltd.
Alka Gupta
 (Director)

For R.M.C. Printers Pvt. Ltd.
Arjun Gupta
 (Director)

4E

90

R.M.C PRINTERS PRIVATE LIMITED

Regd. Office: Kochi No. 211, Sector 18-A, Chandigarh

DETAILS OF SHARES HELD AT THE ANNUAL GENERAL MEETING

1.	Ledger Folio No.	:	004
	Name of the Shareholder	:	Alka Gupta
	Husband's Name	:	Sh. Hemant Kumar
	Residential Address	:	# 3415, Sector 24, Chandigarh
	Type of Share	:	Equity
	No. and amount per shares	:	5300 Shares of Rs 10 each
2.	Ledger Folio No.	:	005
	Name of the Shareholder	:	Smt. Bimla Devi
	Husband's Name	:	Late Sh. J.V. Gupta
	Residential Address	:	# 3415, Sector 24, Chandigarh
	Type of Share	:	Equity
	No. and amount per shares	:	5300 Shares of Rs. 10 each

For R.M.C. Printers Pvt. Ltd.

Alexander
(Director)

For R.M.C. Printers Pvt. Ltd.

Pankaj
(Director)

V. DETAILS OF SHARES/DEBENTURES HELD AT DATE OF AGM (CONTD.)

[illegible]

For R.M.C. Drivers Pvt. Ltd.

W. M. C. Williams, Esq., Sec.
 Duke
 (Director)

FOR R.H.C. FINANCE NV. LTD.

(Director)

VI. DETAILS OF SHARES/DEBENTURES TRANSFERS SINCE DATE OF LAST AGM

(or in the case of the first return at any time since the incorporation of the company)*

Date of Previous AGM

Date 28 08 2004 Year

Date of Registration of Transfer of Shares

Date Month Year

Type of transfer

☐ 1-Equity, ☒ 2-Preference Shares, ☐ 3-Debentures, ☐ 4-Stock

Number of Shares/Debentures transferred

Amount per Share (in Rs.)

Transferor's Name

Surname Middle Name First Name

Surname Middle Name First Name

Transferor's Name

Transferor's Name

Surname Middle Name First Name

Date of Registration of Transfer of Shares

Date Month Year

☐ 1-Equity, ☒ 2-Preference Shares, ☐ 3-Debentures, ☐ 4-Stock

Number of Shares/Debentures transferred

Amount per Share (in Rs.)

Transferor's Name

Surname Middle Name First Name

Surname Middle Name First Name

Transferor's Name

Transferor's Name

Surname Middle Name First Name

Note : Separate sheet may be attached, if needed, if number of such transactions exceeds 10, if so desired a text file may be submitted on a floppy or a cartridge in the format given in Annexure IV.

For R.M.C. Printers Pvt. Ltd.

B

For R.M.C. Printers Pvt. Ltd.

Mishra

Mishra

66

52

			N	I	L			
--	--	--	---	---	---	--	--	--

VIII. EQUITY SHARE CAPITAL BREAKUP (Percentage of Total Equity)

1	2	3
4	5	6
7	8	9

1

1

f
f

1	2	3
---	---	---

1	
2	
3	

1	2	3
4	5	6
7	8	9

1	2	3
---	---	---

1	

Quincy
(Director)

(Director)

5

James J. Lee
(Director)

(Director)

94

We certify that:

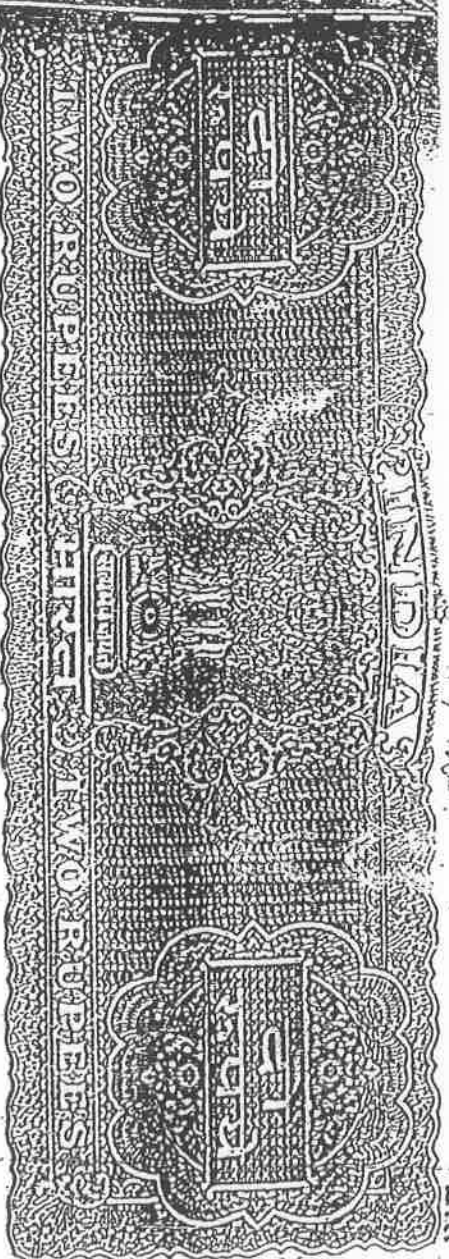
- (a) the return states the facts as they stood on the date of the annual meeting aforesaid, correctly and completely;
- (b) since the date of the last annual return the transfer of all shares, debentures, the issue of all further certificates of shares and debentures, have been appropriately recorded in the books maintained for the purpose
- (c) the whole of the amount of dividend remaining unpaid or unclaimed for a period of three years from the date of transfer to the special account has been transferred to the General Revenue Account of the Central Government as required under sub-section (5) of Section 205A;
- (d) the company has not, since the date of the annual general meeting with reference to which the last return was submitted, or in the case of a first return, since the date of incorporation of the company issued any invitation to the public to subscribe for any shares or debentures of the company;
- (e) where the annual return discloses the fact that the number of members of the company exceeds fifty, the excess consists wholly of persons who under sub-clause (1) section 3 are not to be included in the reckoning the number of fifty;
- (f) since the date of annual general meeting with reference to which the first return was submitted or in the case of a first return since the date of the incorporation of the private company, no public company or deemed public company has or have held twenty-five per cent, or more of its paid up share capital;
- (g) the company did not have an average turnover of Rs. Ten Crores or more during the relevant period;
- (h) since the date of the annual general meeting with reference to which the last annual return was submitted or since the date of incorporation of the company, if it is first return, the company did not hold twenty-five percent or more of the paid-up share capital of one or more public companies; and
- (i) the private company did not accept or renew or invite deposits from the public.

For R.M.C. Primers Pvt. Ltd.
[Signature]
 Signed
 (Director)

Director : For R.M.C. Primers Pvt. Ltd.
 Director/Managing Director/Manager/Secretary : *[Signature]*
 Secretary in whole time practice : — NA (Director)
 CP No : — NA —

Note : Certificates to be given by a Director and Manager/Secretary or by two Directors where there is no manager or secretary. In the case of a company whose shares are listed on a recognised stock exchange, the certificates shall also be signed by a secretary in whole time practice.

ANNEXURE - E



AGREEMENT TO SELL

This Agreement to Sell is executed at Chandigarh on this 11th April, 1976, between M/s RMC Printers Private Limited, through its Director Mrs. Alka Mittal, r/o House No. 255, Sector 21-A, Chandigarh (hereinafter called as the Seller) who shall hereinafter be called as seller, its legal representatives, administrative, assigned, executives, successors, administrators etc. of the one part;

Smt. Bimla Devi w/o Sh. D.V. Gupta and Smt. Alka Gupta w/o Sh. Hemant Kumar, residents of House No. 211, Sector 18-A, Chandigarh (hereinafter called as the Purchasers) who shall where the context so admit, include their heirs, legal representatives, executors, successors, assigns, administrators etc. of the other part.

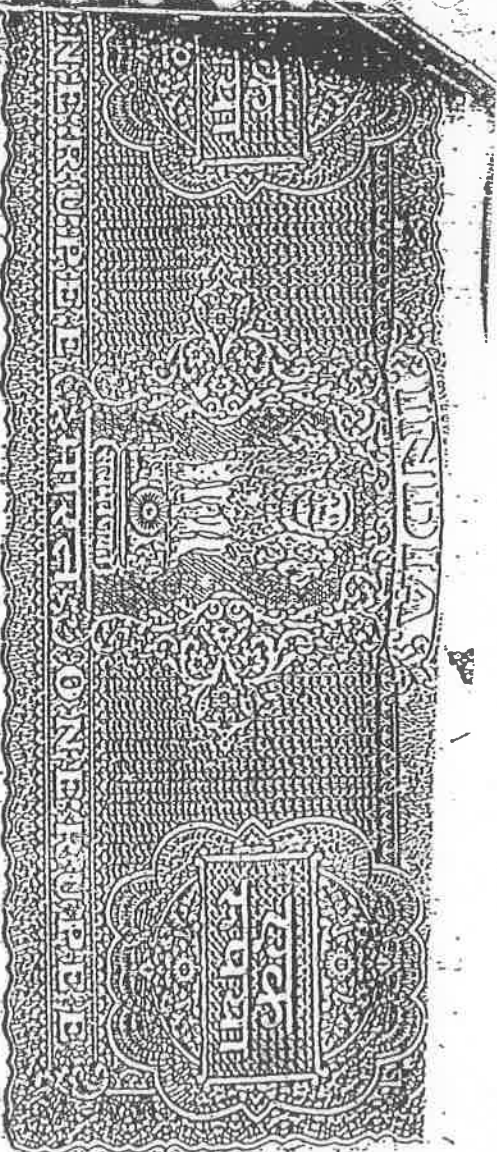
Whereas the Seller has entered into a deal with Sh. Prem Chand Jaiswal and Jaiswal Jaiswal to purchase Booth No. 26, Sector 18-D, Chandigarh and the Seller is having authority to sell the same further to anybody, the purchaser have approached the seller to purchase the said booth in their favour and the seller has also agreed to sell the same.

Whereas the said booth under sale is free from all sorts of encumbrances i.e. sale, gift, mortgage, will, claim, litigation etc. Now both the parties have agreed on the following terms and conditions :-

1. That the total sale price of the booth has been fixed at Rs. 4,95,000/- (Rupees four lac ninety five thousand only), out of which the purchasers have paid a sum of Rs. 90,000/- (Rupees ninety thousand only) through Chèque dated 24.3.76, drawn on Punjab State Cooperative Bank, Sector 9, Chandigarh as

Alka Gupta

Signature of Alka Gupta



earnest money. The seller hereby acknowledges the receipt of the same. The purchasers have paid another sum of Rs.1,00,000/- through Cheque No.40353, dated 12.4.1998 and Cheque No. 958316, dated 12.4.1998 in the sum of Rs.50,000/- each drawn on State Bank of Patiala, High Court Branch, Chandigarh. The receipt of which the seller hereby acknowledges.

That the last date for the final payment shall be 31.12.1998.

That the book under sale is now in possession of the seller and the possession is handed over today to the purchasers. The purchasers will at liberty to rent it out to anybody and the purchasers shall be entitled to receive the rent as ~~before~~ *after*.

After Gupta

That the seller shall execute the General Power of Attorney etc. in favour of the purchasers.

That the purchasers can get the sale effected in their own name or in the name of their nominee.

That after the payment of entire sale consideration, the purchasers are at liberty to purchase share of the company M/s RMC Printers Private Limited in their own name and in the name of their nominee.

After M. H. S.

After Gupta

that in case the seller backs out from the bargain, the purchaser can get the sale effected through court of law and can also claim damages which shall be double of the amount of earnest money. In case the purchaser backs out from the bargain, the earnest money paid by the purchaser shall stand forfeited.

That this Agreement to Sell has been prepared in duplicate. The original has been kept by the purchaser and carbon copy by the seller.

In witness whereof both the parties have set their hands on this Agreement to Sell on the day, month of year mentioned above, in the presence of witnesses.

Deven Chavhan
Sd/-
No. 1. *21/11/87*

Agreement to Sell
Sd/-
No. 1. *21/11/87*
CHD

Seller *Deven Chavhan*
Purchaser

Deven Chavhan
Purchaser

Deven Chavhan
Purchaser

c) Rs.13,000/- through Cheque No.909076, dt. 14.10.97 drawn on Punjab National Bank, Sector 22, Chandigarh

The parties have agreed to extend the last date of the payment of the sale consideration to 30.4.1997.

Mam Mohan Sharma
2212/27-C Chandigarh
Witness No.1.
[Signature]
Seller
1.12.96

Witness No.2. [Signature]

R E C E I P T

Received a sum of Rs.50,000/- (Rupees fifty thousand only) as part payment from the purchasers as follows:-

1) Rs.40,000/- through Cheque No.150134, drawn on State Bank of Patiala, Chandigarh.

11) Rs.10,000/- through cheque No. 210925, drawn on State Bank of Patiala, Chandigarh.

Mam Mohan Sharma
2212/27-C Chandigarh
Witness No.1.
[Signature]
Seller
28.2.1997

[Signature]
Witness No.2.

F I N A L R E C E I P T

Received a sum of Rs.12,000/- (Rupees twelve thousand only) through cheque No. 309316, dated 30.4.97, drawn on Union Bank of India, as full and final payment from the purchasers. All the original title deeds have also been handed over to the purchasers. All the accounts have been finalised and the statement of accounts have been signed by both the parties.

[Signature]
Witness No.1.
Alma Mittal
Seller
30.5.97

Mam Mohan Sharma
2212/27C
Witness No.2.
Chandigarh

Case No. CS-80 Dated 06.10.2005
Date of Decision 10.10.2005

99

1. Atko Chohan w/o Sh. Hemant Kumar
2. Sant. Bimla Devi w/o Laxmi Prasad

Both residents of House No. 3475, Sector-24, Chandigarh.

Plaintiffs

Versus

M/s RMC Builders Pvt. Ltd., through its Director Mrs. Arun Mittal, having its Regd. Office at House No. 1526, Sector-18-13, Chandigarh.

Defendant

Suit for specific performance of the agreement to sell dated 11.4.1996 directing the defendant to execute and get registered the Sale Deed/ Deed of Transfer of Lease Hold Rights in respect of Booth no. 26, Sector-18-13, Chandigarh in the office of the Sub Registrar, E.P., Chandigarh.

Plaintiff met with counsel.
Attorney of the defendant with counsel.

AVVA R D:-

Originally this suit for specific performance of the agreement to sell dated 11.4.1996 directing the defendant to execute and get registered the Sale Deed/ Deed of Transfer of Lease Hold Rights in respect of Booth no. 26, Sector-18-13, Chandigarh in the office of the Sub Registrar, E.P., Chandigarh, filed before the court of Civil Judge, Senior Division, Chandigarh, was later on referred to the Lok Adalat on the request of both the counsel as there were chances of compromise between the parties.

Briefly it is the case that the defendant purchased Booth No. 26, Sector-18-13, Chandigarh from its previous owners vide registered Deed of Transfer of Lease consideration of Rs.4,80,000/-. The booth was transferred by the Estate Officer in its

AVVA

10

The terms of the Compromise Deed for C-2, the following statements of Alka Nigral directors of defendant and plaintiff and Alka Gupta were recorded:

"In view of the above statement and compromise deed which is also signed by me, the suit may be decreed and the court fee is refunded to the plaintiffs."

The defendant admits the receipt of full and final consideration.

10/11/2015

that the defendant shall receive and get registered the sale deed deed of transfer of license hold rights in respect of Booth No.26, Sector 15-11, Ghaziabad, in favour of the plaintiffs in the office of Sub Registrar, U.T. Ghaziabad, after the completion of all the formalities as per law.

Ground third, after the completion of all the formalities as per law, the plaintiffs shall borne the expenses for the transfer of the property as per the provisions shall borne the expenses. If any.

(c) The plaintiffs and charges if any.

Costs to be refunded to the plaintiffs as per Notification dated 28.8.2006.

all the above statements and compromise deed. Ex C-2 shall form part of the record. The original shall be returned to the complainant and a copy shall be supplied to the notified Jee of court. The case file be returned to the court concerned from where it was received for being consigned to the record room.

77Ammouged
ki:0:06:2004

מיכאל

(Smt. Pichai)
 Judge.
 Permanent Lok Adalat,
 U.T. Chandigarh

5.2.2



241 681716 Cable of 1/17 7-24-4-2007

DEED OF TRANSFER OF

DEED OF TRANSFER OF 1/4th SHARE HOLD RIGHTS IN RESPECT OF
NO. 26, SECTOR 18B, CHANDIGARH, BELONGING TO THE
COVERED AREA 212 OF THE ARRAH (CIN NO 1495)

Stamp Vendor, Est. 1901

It is not possible to do this.

Figure 1

1

Whereas the said...

10

we said both is the fact

agreement to sell etc.



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

RS.50000

पाँच हजार रुपये

FIFTY THOUSAND RUPEES

द (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

006787

Whereas the transferor had sold its rights of Booth No. 26, Sector 18-D, Chandigarh, measuring 23.49 sq yds, CPL No. 4695 to the transferees, the transferees had already purchased the same vide agreement to sell dated 11.04.1996, on the following terms and conditions:-

That the total sale price of Booth No. 26, Sector 18-D, Chandigarh, measuring 23.49 sq yds, CPL No. 4695 has been fixed at Rs. 4,95,000/- (Rupees four lacs ninety five thousand only) which was paid in full and final payment as follows:-

- Rs. 99,000/- (Rupees ninety thousand only), dated 26.03.1996, drawn on Punjab State Cooperative Bank, Sector 8, Chandigarh.
- Rs. 50,000/- (Rupees fifty thousands only) vide Cheque No. 40363, dated 12.04.1996, drawn on State Bank of Patiala, High Court Branch, Chandigarh.
- Rs. 50,000/- (Rupees fifty thousand only) vide Cheque No. 958316, dated 12.04.1996, drawn on State Bank of Patiala, High Court Branch, Chandigarh.
- Rs. 17,000/- (Rupees seventy thousand only) vide Cheque No. 958317, dated 09.05.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 12,000/- (Rupees twenty four thousand only) vide Cheque No. 150131, dated 05.06.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 140,000/- (Rupees fourty thousand only) vide Cheque No. 040368, dated 14.06.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 11,000/- (Rupees eleven thousand only) vide Cheque No. 040367, dated 14.06.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 50,000/- (Rupees fifty thousand only) vide Cheque No. 040369, dated 25.06.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 13,000/- (Rupees thirteen thousand only) vide Cheque No. 919072, drawn on Punjab State Cooperative Bank, Sector 8, Chandigarh.

Contd.3



भारतीय गैर न्यायिक INDIA (NON JUDICIAL)

रु. 5000

RS. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

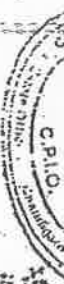
चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

006788

- 3-
- Rs. 10,000/ (Rupees ten thousand only) drawn on State Bank of Patiala, Chandigarh.
- Rs. 20,000/ (Rupees twenty thousand only) vide Cheque No. 210921, dated 01.08.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 12,000/ (Rupees twelve thousand only) vide Cheque No. 150133, dated 06.11.1996, drawn on State Bank of Patiala, Chandigarh.
- Rs. 33,000/ (Rupees thirty three thousand only) vide Cheque No. 3689348, dated 15.12.1996, drawn on Union Bank of India, Chandigarh.
- Rs. 13,000/ (Rupees thirteen thousand only) vide Cheque No. 909076, dated 14.10.1996, drawn on PNB, Sector 22, Chandigarh.
- Rs. 40,000/ (Rupees forty thousand only) vide Cheque No. 150134, drawn on State Bank of Patiala, Chandigarh.
- Rs. 10,000/ (Rupees ten thousand only) vide Cheque No. 210925, drawn on State Bank of Patiala, Chandigarh.
- Rs. 12,000/ (Rupees twelve thousand only) vide Cheque No. 3689346, dated 30.04.1997, drawn on Union Bank of India, Chandigarh.

The manner of the receipt of the whole amount of the consideration the said transferor hereby admits, acknowledges and confirms.

Now, therefore, this deed of transfer of lease hold rights by way of sale is further witnessed that in pursuance of the above consideration of Rs. 4,95,000/- (Rupees four lakhs nine thousand only) paid as above, the said transferor do hereby sells, transfers, conveys and assigns the said property and unto the said transferees along with all right, title interest, easement, appurtenance, for all time to come absolutely and forever to have and to hold by the said transferees alone.



Contd. 4

The said transferor and transferees have further agreed and covenant with each other on the following terms and conditions:-

1. That the transferor had already handed over the symbolic possession and title deeds of the said property to the transferees as the same is in possession of a tenant.
2. That the said property is also free from all sorts of encumbrances, demands, claims, charges, liens, litigations, sale, will, mortgage, till to date and in case if the said property is found to be under any kind of attachment prior to the registration of the sale deed/deed of transfer of lease hold rights, then same shall be cleared by the said transferor.
3. That the said transferees have paid the stamp duty and registration charges for the purpose of execution and registration of this deed.
4. That the interest hereby transferred subsists and the transferor has full powers and authority to sell the said property to the transferees.
5. That the said transferees will hereafter peacefully hold, use and enjoy the said property as their own property without any hindrance, interruption, claim or demand by or from the transferor or its representatives, heirs, assigns etc. or of any other person whatsoever.
6. That the transferor assures the said transferees that they have not done anything whereby the said property be or is subject to any attachment or lien of any person or court whatsoever. In case any such eventually would be there, that shall be the responsibility of the transferor only.
7. That the transferor assures the said transferees and further agrees that in case this property is found to be under any kind of lien or encumbrance or any dues stand to be paid to the Govt. etc., then in all respects the transferor bind itself to compensate the same to the said transferees.

8. That the said transferor has also completed all the formalities as essential by the T. P. Act, and the rules framed thereunder from time to time.

9. That the said property is being sold in accordance with the provisions of the Punjab (Dev & Rev) Act, 1952 and the rules framed thereunder from time to time.

In witness whereof the said parties do hereby set their hands on this day, month and year first above written, at Chandigarh, in the presence of witnesses.

WITNESS NO. 1
Advocate
102/18-A, Chandigarh
Transferor

WITNESS NO. 2
Advocate
102/18-A, Chandigarh
Transferees

Handwritten notes:
Aun Sune
Aun Sune
Aun Sune



Handwritten notes:
Drafted by
21 DEC 2006
REGD. NO. 1035
ADVOCATE
CHANDIGARH

IN THE COURT OF SHRI. INDERJIT SINGH SANDHU, JCS, SUB-DIVISIONAL
MAGISTRATE (HO) CHANDIGARH EXERCISING THE POWERS OF THE
COLLECTOR UNDER THE INDIAN STAMP ACT 1899, U.T. CHANDIGARH.

Determination of Stamp Duty payable in respect of
Transfer of Lease Right No. 3866, dated 11.1.2007
in respect of Booth No. 26, Sector 18-D,
Chandigarh Measuring 23.49 Sq. Yds.

ORDER

Present:- Sh. Ashok Kanwal, Advocate counsel for the Transferee.

Whereas Transfer of Lease Right No.3866, dated 11.1.2007 in respect of Booth No. 26, Sector 18-D, Chandigarh measuring 23.49 Sq. Yds. with covered area of 212 Sq. ft. for a consideration amount of Rs 4.95 lacs has been registered between Mrs. Alka Mittal W/o Shri Mukesh Mittal, Director of M/s. R.M.C. Printers Pvt. Ltd., Resident of, House No. 1526, Sector 18-D, Chandigarh (Transferor) and Mrs. Bimla Devi W/o Shri J.V. Gupta and Smt. Alka Gupta W/o Shri Hemant Kumar, resident of House No. 3415 Sec. 24, Chandigarh (Transferees) which has been impounded by the Sub-Registrar, Chandigarh and referred to the undersigned for adjudication of stamp duty payable Under Section 47-A of the Indian Stamp Act.

The counsel for the transferees appeared upon notice and stated that the applicants purchased Booth No. 26, Sector 18-D, Chandigarh in the name of M/s. R.M.C. Printers Pvt. Ltd. vide agreement to sell dated 11.4.96 and they were the share holders of the said company. Later on the said booth was purchased from the company by the applicants vide agreement to sell dated 11.4.96 and the full and final sale consideration of Rs.4.95 lacs was paid through cheques as referred in the agreement to sell. Since the purchase on 11.4.96, the applicants are receiving rentals from the tenants from time to time. That on the basis of agreement to sell dated 11.4.96 the Permanent Lok Adalat has also passed an award vide orders dated 10.6.2005. In view of the said award the said company executed the deed of transfer of lease hold rights in favour of the applicants. The counsel further stated that as per collector rates prevailing as on 11.4.96, the value of the said shed comes to Rs. 23,32,00/- and sale consideration mentioned in the deed is Rs. 4,95 lacs. Hence there is no deficiency in the stamp duty and no additional duty is required to be paid by the transferees. Even as per collector rate on the day of registration of the deed was Rs 20,71,936/- but the same cannot be made applicable in the present case in view of the court decree.

To further strengthen the arguments of the case, the counsel has cited the judgment of Madhya Pradesh High Court in case Ram Babu Aggarwal Vs. State of M.P., page 203, 2003(4) RCR (Civil) in which it has been held that for the purpose of determination of the stamp duty, the sale price shall be considered which is mentioned in the

-2-

agreement to sell and not the price prevailing at the time of registration of document. As the facts and the circumstances of the case are similar in nature in the instant case, it has been pleaded that the stamp duty as paid by the transferees is as per the settled law and the same is in order.

The Registration Clerk, Office of the Sub-Registrar appeared and stated that as per Collector rate in force on 11.1.2007, the total value of the said property including covered area of 212 Sq. Ft. comes to Rs. 20,69,636/- and the rate of stamp duty was 3% and the stamp duty to be paid thereon comes to Rs. 62,158/-. As the Transferees have already paid stamp duty of Rs. 15,000/-, thus there is a deficiency of Rs. 47,158/- in the stamp duty to be paid by the transferees.

I have gone through the reply submitted by the counsel for the Transferees and other relevant factors. The execution of the agreement to sell dated 11.4.96, is duly proved by fact that the full and final payment of consideration amount of Rs. 4.95 lacs has been made by the transferees through cheques as is evident from the record but the deed of transfer of lease right could not be executed/registered for reasons as mentioned above and it was finally executed on 11.1.2007 in pursuance to the agreement dated 11.4.96. As the present deed of transfer of lease right has been executed in pursuance to the agreement to sell and in the light of the judgment of the Hon'ble High Court cited above, the stamp duty has to be calculated on the basis of the value at the time of execution of agreement to sell which in this case comes to Rs. 6,909/-! As the transferees have already paid stamp duty of Rs. 15,000/-, thus there is no deficiency in the stamp duty to be paid by the transferees. In view of the position explained above, I am of the opinion that there is no deficiency in the stamp duty and the Sub-Registrar is directed to release the full transfer of lease right without charging any stamp duty.

Announced
24.4.2007

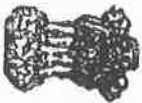
Collector,
Chandigarh.

Encls. No. ~~Rate~~ Collector/2007/456
Dated, Chandigarh the 16/5/2007

A copy alongwith original Lease Right No. 1921, dated 23.8.06 is forwarded to the Sub-Registrar, UT, Chandigarh, for compliance.

Collector,
Chandigarh.

2/1



सत्यमेव जयते

भाग 1. अर्थ

Form No. 1. A.



निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

दि. 30/04/78

कारं 1996

No. 53-14478

01 19 96

मैं एतद् द्वारा प्रमाणित करता हूँ कि अत्र जि एच सी प्रिवेट लिमिटेड निश्चित

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निर्माणित की गई है और यह अपनी परिभाषित है ।
I hereby certify that JH C PRIVATE LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and the company is limited.

मेरे हस्ताक्षर से आज तारीख 30-04-1996 को दिया गया ।

Given under my hand at JALANDHAR this 22nd
day of April One thousand nine hundred and
ninety four.

(2nd Vaidhika, Sakha, 1916)

(H. L. KAMBOJ)

कम्पनियों का रजिस्ट्रार

पंजाब, हि. प्र. एवं चण्डीगढ़

Registrar of Companies,
Punjab, H.P. & Chandigarh

THE COMPANIES ACT, 1956
(PRIVATE COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

G M T PRINTERS PRIVATE LIMITED

- I. The name of the Company is G M T PRINTERS PRIVATE LIMITED.
 - II. The Registered Office of the Company shall be situated in the Union Territory of Chandigarh
 - III. The objects for which the company is established are, as under :
- (A) The Main Objects to be pursued by the Company on its incorporation are :

1. To buy, sell, import, export, manufacture or otherwise carry on the business of publishers and printing of general books, technical books, children's books, low-priced paperbacks, text books, newspapers, magazines, periodicals, journals and other literary works and undertakings, and also book clubs and lending libraries.
2. To buy, sell, import, export, develop and/or manufacture educational films, slides, tapes, educational toys and games and all types of audio-visual educational aids.
3. To buy, sell, export, import, manufacture or otherwise carry on the business of stationers, lithographers, type-founders, stereotypers, electro-typers, photographic printers, photolithographers, chromolithographers, engravers, die-sinkers, book binders, designers and booksellers.

(B) Objects incidental or Ancillary to the Attainment of the main objects are :-

1. To import, purchase or otherwise acquire, instal, work, alter, improve, prepare for market, hold, use or develop and to sell on hire purchase or on any other basis and on such terms and conditions as the Directors of the Company may deem necessary and desirable all types of machinery and plants, patented or otherwise, apparatus, appliances, tools and components, spares and accessories which may be used for all or any of the objects of the Company which may in the opinion of the Directors be conveniently combined with any or all the objects of the Company.

2. To establish, provide maintain and conduct or otherwise subsidise and assist research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical researches experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention of any kind that may be considered likely to assist the main business of the company.
3. To apply for, obtain purchase or otherwise acquire and protect, prolong and renew patents, patent rights, brevets, inventions, processes, scientific or technical or other assistance, manufacturing processes, know-how and other information, designs, patents copy rights, trade marks, licences and concessions rights or benefits or rights of use thereof, which may seem capable of being used for or in connection with the main business of the company or the acquisition or use of which may seem calculated directly or indirectly to benefit the company on payment of any fee, royalty or such other consideration and to use, exercise or develop the same.
4. To share with any company, firm, individual or any such other organisations, any movable and immovable property of any description and any patents, trade marks, concessions, privileges, right, service, personnel and other necessary facilities and compensate or accept compensation at periodical intervals for such arrangements and to do all such other things, as may be deemed incidental or conducive to attainment and promotion of the above main objects or any one of them.
5. To lend money to such persons, or companies and on such terms as may seem expedient and in particular to members of the staff, customers and others having dealing with the company and to guarantee performance of contract by any such persons or companies provided that the company shall not carry on business which may come within the purview of the Banking Regulation Act, 1949.
6. To invest any money of the company not immediately required in such shares, stocks investments (other than shares or stocks in the company) as may be thought proper and to hold, sell or otherwise deal with investments.
7. To guarantee the performance of any contracts or obligations of and the payment of money or dividends and interest on any stock, shares or securities of any company or persons or the subscription of such shares stocks or securities in any case in which such guarantee may be considered likely directly or indirectly to further objects of the company or the interest of its shareholders.
8. To invest money and to make the advances of such sums of money upon or in respect of or for the purchase of raw materials, goods, machinery, stores or any other property, articles and the things required for the main business of the company with or without security and upon such terms and subject to such conditions as the company deem expedient.

9. To adopt such means of making known products, services and activities of the Company as may seem expedient and in particular by advertising in the press, by circulars, by publication of books and periodicals and by granting prizes, rewards and donations
10. Subject to the provisions of Sections 58-A and 292 of the Companies Act, 1956 and the rules made thereunder and the directives of Reserve Bank of India to borrow, raise or secure the payment of money on deposit at interest for any of the purposes of the Company and at such time or times and in such manner as may be thought fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise including debenture or debenture stock convertible into shares in this or any other Company or perpetual annuities and as security for any such money so borrowed, raised or received or any such debentures or debenture stock so issued to mortgage pledge or charge the whole or any part of the property, assets or revenue and profits of the Company, present or future including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in part and to give the lenders power of sale and other powers as may seem expedient and purchase, redeem and pay off any such securities, provided that the Company shall not carry on banking business as defined in Banking Regulation Act, 1949.
11. To mortgage, hypothecate, pledge all or any of the properties whether movable or immovable of any description whatsoever and other valuable securities of the Company.
12. To send out to foreign countries Directors, employees or any other person for investigating possibilities of any business, trade or for procuring and buying machinery or establishing trade connections or for promoting the interest of the Company and to pay all expenses incurred in this connection.
13. Subject to Section 391 to 394 of the Act, to amalgamate with any other Company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a liquidation of the Company.)
14. To pay out of the funds of the Company all costs, charges and expenses and incidental to the formation and registration of the Company and any Company promoted by the Company and the issue of capital of the Company and to pay such other Company any expenses incidental to the negotiation between the promoters preliminary to the formation of the Company and other incorporation or preliminary and other expenses of and also all costs, charges, duties, impositions and expenses of and incidental to the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the aforesaid.
15. To pay for any property or right acquired by, or for any service rendered to the Company either in cash or full or partly paid up shares with or without preferred or equity rights in respect of dividend or repayments of capital or otherwise or by any securities which the Company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the Company may determine.
16. To apply for and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence of any authority for enabling the Company to carry on any of its objects or for extending any of the powers of the Company or effecting any modification of the constitution of the Company or for any other purpose which may seem calculated directly or indirectly to prejudice the interests of the Company.

112

- 17 To undertake and/or execute and trust the undertaking of which may come to the Company desirable either gratuitously or otherwise and to vest any real or personal property, rights or interest acquired by or for the benefit of the Company with declared trust in favour of the Company.
- 18 To open accounts with any banks or financial institutions and to draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments and to buy, sell and deal in the same
19. To sell, improve, alter, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any parts of the business, lands, property, assets, rights and the resources and undertakings of the Company in whole or in part in such manner and on such terms as the Directors may think fit.
20. To create any reserve fund, sinking fund, insurance or any other special funds as authorised by law whether for depreciation or for repairing, improving, extending or maintaining of the property of the company or for any other purpose conducive to the interests of the Company.
21. To provide for the welfare of the employees and ex-employees and Directors or other officers and Ex-Directors or other Ex-Officers of the Company and the wives, widows and families of such persons by building or by contributing to the building of houses or chawls, by grants of money, pensions, allowances, bonus, compensation or other payments and from time to time, by creating and subscribing or contributing to provident fund and other fund and providing or subscribing or contributing towards schools, places of instruction and recreation, educational, medical and such assistance as the Company may deem fit.
22. To enter into partnership or any arrangement with other firms for manufacture of components and materials, for sharing profits, amalgamation, union of interests, cooperation, joint ventures, reciprocal concession or otherwise any person, firm or Company carrying on or engaged in or about to carry on or engaged in business or transaction which the company is authorised to carry on or to engage in or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company.
23. To cause the Company to be registered and recognised in the Indian State or Foreign country or place and to open branches in India or outside for the purpose of the company.
- 24 To open branches, offices, showrooms, departmental stores, depots, godowns, warehouses, workshops, exhibit units at one or more places within and outside India and procure the registration on recognition of the Company in or under the laws of any place outside India.
25. To act, engage consultants, advisers, experts, technicians, researchers, counsels and attorneys in connection with the main business of the company.

(C) The Other objects are :

1. To carry on the business as cow keepers, farmers, sale purchase of agricultural land, farm, houses as market gardeners, as manufacturers of jam, pickles, cider and preserved provisions of all kinds.
2. To carry on the business of advertising, and publicity agents.

3. To carry on the business of cold storage and as dealers in and producers of dairy farm and garden produce of all kinds, in particular milk, cream, butter, poultry and eggs, and vegetables.
4. To deal in petroleum products of all kinds and to run and manage petrol pumps, garages, service stations and act as automobile engineers
5. To carry on the business of printing ink manufacturers, publishers of newspapers, journals, magazines, books, and such other literary works.
6. To carry on the business of chemists, druggists, dry salters, oil and colourman manufacturers of and dealers in chemicals, chemical based products, heavy agro petrochemicals, pharmaceuticals medical preparations, articles and compound cements, oils, paints, pigment and varnishers, essence, drugs, dry ware, paint and colour grinders, alkalies, acids, tannins, earth, caustic soda, chlorine, hydraulic acid and titanium dioxide.
7. To carry on the business of structural engineers and steel fabricators, ship builders, maintenance of lines and services and business as shippers, ship agents, clearing and forwarding agents and brokers, wharfingers, warehousemen and charterers.
8. To carry on the business of mining, digging, for iron, coal and other minerals, petroleum and mineral oils gas, metallurgists, electrical, civil and mechanical engineers.
9. To carry on the business of fertilizers and manures and manufacturers of nylons, polyester, acrylics, silk, cotton, wool, jute, yarn and fibres, soap, glycerine and wax.
10. To manufacture, buy, sell, or otherwise deal in motor cycles, cars, trucks, three wheelers, buses, scooters, tractors, vans, launchers, aeroplanes, helicopters, boats, handling equipment parts, tyres, tubes and other conveyances of all types and descriptions.
11. To carry on the business of manufacturers, buyers, sellers, importers, exporters of electric switch gears, control panels, motors, lamps, fans, refrigerators, air-conditioners, coolers, washing machines, geysers, hot plates, ovens, electric goods bare and rubber/PVC insulating wire cable flexible cables, fuses wire, copper and aluminium wire and electronic, electrical and magnetic instruments for use in agriculture, medicine, aviation transport, communication, navigation and defence, teleprinters, televisions, television boosters, stabilizers, tape recorders, tapes, records, sound and projection equipments, telephonic and telegraphic apparatus, radio, radiogram, gramophones, wireless apparatus, amplifiers, transmitters, transformers, receivers and public address equipments.
12. To apply for tender, purchase or otherwise acquire any contract and concessions for or relating to the construction, execution, carrying out, equipment, improvement, management, administration, or control of works and conveniences and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
13. To manufacture, import, export and deal in agricultural implements and to carry on business of steel fabrication.
14. To set up steel plants, rolling mills, machine shops and carry on all business which is connected with this line of manufacture.
15. To establish, maintain, manage and operate cinemas, restaurants, refreshment rooms, buffets, canteens, cafeterias and hotels and to carry on the business of general provision merchants, licensed victuallers and tobacconists.

16. To transact and carry on all kinds of agency business and to be appointed and act as agents of any company, concern and to do and perform all and singular the several duties and authorities pertaining to such offices respectively and to comply with and to become bound by all restrictions limitations and conditions pertaining to such offices respectively or imposed by the terms of any agreements or agreement entered into for any of the purpose aforesaid.
17. To carry on the business as importers, exporters, import agents buyers and sellers of all types and kinds of goods including electronics, electrical, mechanical, refrigeration and airconditioning, chemical metallurgical products, apparatus, tools, instruments and appliances.
18. To carry on the business of mechanical engineers and manufacturers of agricultural implements and other machinists, tool makers, brass founders, metal workers, boilers, mill wrights, machinery smiths, wood workers, electrical engineers, water supply engineers, gas makers, farmers, printers, carriers and to buy, sell, manufacture, repair, convert, alter, let on hire, and deal in machinery, implements, rolling, stock and hardware of all kinds.
19. To finance, assist encourage or undertake cottage and mines, small scale industries.
20. Subject to the directives of Reserve Bank of India, to finance an individual or a society, an association, firm, Corporation, or Company limited or private, or to any business concerns, producers or manufacturers, importers, or exporters selling or managing Concerns, contractors or to any one whom the company thinks fit.
21. To finance against land and building quarries and mines, forest and forest produce.
22. To undertake and acquire by purchase or otherwise or to establish works for the business of brewers, distillers and manufacturers of and merchants and dealers in beer, wines, spirit, liquors of every description, squashes, syrups, aerated water, flavoured drinks, nectar punch, vinegar, acetic acid, glucose, porter, mals, hops, gram, meal, yeast and other such materials and things capable of being used in connection with any such product or business.
23. To manufacture, import, export, buy, sell or otherwise deal in crown corks, crown caps, puffer proof caps, jars, flasks, corks, cratos, cakes, bottles and other receptacles of the same, tin and corrugated boxes manufacturers, fabricators of boxes and crown corks made of timplate or other material, embossers on tin plate, lithographers and printers on tin plates, paper or such other material
24. To manufacture, import, export or otherwise deal in printing and writing paper, craft paper, tissue paper, wrapping paper, speciality paper, card board and articles made from pulp or paper and to manufacture or otherwise deal in all kinds of boxes and cases of card or wood or metal.
25. To carry on the business of brokers, commission agents and auctioneers.
26. To carry on business of wholesalers, indenting agents and manufacturers representatives and to act as an export house and to carry on the business of importers and exporters.
27. To manufacture and deal in all types of yarn and textiles, readymade garments to carry on the business of hosiery, gloves, lace makers and clothiers.

115

We the several persons, whose names and addresses are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :

Names, Addresses, Description and occupation of Subscribers	No. of equity shares taken by each subscriber	Signature of Subscribers	Name and Address, Description, Occupation & signature of the witness
1. ALKA MITTAL W/o Sh. Mukesh Mittal H. No. 1526, Sector 18-D, Chandigarh (Housewife)	100 (One Hundred)	Sd./-	<p>Witnessed all the signatures Sd./- (B. K. NOHRIA) S/o Sh. Chuni Lal Nohria Chartered Accountant S.C.O 2470, Sector 22-C, Chandigarh-160 022</p>
2. BIMLA GUPTA W/o Jitender Vir Gupta H. No. 211, Sector 18-A, Chandigarh (Housewife)	100 (One Hundred)	Sd./-	
3. ALKA GUPTA W/o Mr. Hemant Kumar H. No. 211, Sector 18-A, Chandigarh (Housewife)	100 (One Hundred)	Sd./-	
Total	300 (Three Hundred)		

Place : Chandigarh
Date : 8-4-1994

ANNEXURE - J

116

BEFORE THE PERMANENT LOK ADALAT, UNION TERRITORY,
CHANDIGARH.

Case No. CS 143 dated 25.4.05
Date of Decision : 02.05.2005

1. Miss M.L. Tayal & sons, through its Pata Sh. M.L. Tayal, P.O. H.No. 511, Sector-16, Chandigarh.
2. (a) R.K. Mittal s/o Sh. Ram Sarup Mittal.
(b) Mukesh Mittal s/o Sh. R.K. Mittal
(c) Chetan Mittal s/o Sh. R.K. Mittal
(d) Dulari Mittal w/o Sh. R.K. Mittal
(e) Alka Mittal w/o Sh. Mukesh Mittal
(f) Monica Mittal w/o Sh. Chetan Mittal
(g) Mukesh Mittal HUF
(h) Chetan Mittal HUF.

Residents of House No. 1526, Sector-15-D, Chandigarh.

3. (a) Sugh Mittal w/o Sh. Madan Mohan Mittal;
(b) Vivek Mittal s/o Sh. Madan Mohan Mittal
(c) Arvind Mittal s/o Sh. Madan Mohan Mittal

Residents of House No. 3158, Sector-21-D, Chandigarh.

Versus

M/s Gift Printers Pvt. LTD., through its authorised person Sh. Ashok Datta, r/o House No. 1130, Sector-23-B, Chandigarh.

Defendant

Suit for specific performance of the agreement to sell dated 14.02.2005 directing the defendants to execute and get registered the sale deed in respect of Plot No. 46, Industrial Area, Phase-I, Chandigarh, in the office of the Plaintiffs, in the office of the Sub Registrar, U.T. Chandigarh.

Parties with their counsel.

Defendant:
M/s Gift Printers Pvt. Ltd.
MADRAS

Originally this suit for specific performance of the agreement to sell dated 14.02.2005 directing the defendants to execute and get registered the sale deed in respect of Plot No. 46, Industrial Area, Phase-I, Chandigarh, in the office of the

plaintiffs, in the office of the Sub Registrar U.T. Chandigarh filed before the Civil Judge, Senior Division, Chandigarh was referred to the Permanent Lok Adalat, U.T. Chandigarh for settlement.

Briefly stated that the defendant purchased Plot no.46, Industrial Area, Phase-I, Chandigarh vide registered sale deed. The plaintiffs are the Directors-cum-Sherholders in the defendant company and with the funds of the plaintiffs, the defendant company purchased Plot no. 46, Industrial Area, Phase-I, Chandigarh, for a total sale consideration of Rs.7.00 lacs. The stamp papers and other charges worth Rs.90,000/- were spent for the purpose of execution and registration on 29.06.2004. The company further leased out two portions of the plot, one in favour of plaintiff No.1 and another in favour of plaintiff and 3 vide registered lease deeds. The plaintiffs were not involved in conducting the lease and were interested in purchasing the plot from the defendant company. Ultimately, the defendant company decided to do so vide agreement to sell dated 14.02.2005. It was further agreed that the total said consideration shall be Rs.3.00 lacs. It was also agreed that the defendant company shall execute the sale deed in respect of 50% share each in favour of plaintiff No.1 and 25% share each in favour of plaintiffs No.2 and No.3. As per the agreement, the defendant company obtained permission to sell in favour of plaintiff No.1. So far no permission has been sought in favour of plaintiffs No.2 and No.3 and the defendant company is not applying for the same in spite of several requests. The plaintiffs requested the defendant to obtain permission to sell and to execute the sale deed in favour of the plaintiffs as per the agreement but the defendant has backed out from the bargain. Hence this suit was filed.

Efforts for settlement were made and with the intervention of the Permanent Lok Adalat, the parties, i.e. Shri Ashok Kumar authorized person of defendant company and Shri Mukesh Mittal, plaintiff no.2 (g) have compromised the matter and they have also filed Compromise Deed Ex. C-3. To reaffirm the

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

terms of the Compromise Deed Ex C-3, they also suffered the following statements :-

"I have compromised the matter on behalf of the company in view of the resolution dated 13.02.05 and 19.04.05 the attested copies which are Ex C-1 and Ex C-2. The compromise deed is Ex C-3 which is signed by me after understanding its contents. I have no objection if the suit of the plaintiffs is decreed in terms of compromise deed and the court fee is refunded to them. The transfer letter issued in the name of company is Ex C-4. Agreement to sell is Ex C-5. The company shall get the time extended of the NOC obtained in favour of plaintiff No.1 and shall obtain the NOC in favour of other plaintiffs. The copy of NOC is Ex C-6."

"In view of the above statement and compromise deed Ex C-3 which is signed by me, the suit may be decreed and court fee be refunded to the plaintiffs."

In view of above statements and compromise deed Ex C-3 an award is passed to the following effect :-

That the defendants shall execute and get registered the sale deed in respect of Plot No. 46, Industrial Area Phase-I, Chandigarh, in the office of the plaintiffs in the office of the Sub Registrar, U.T., Chandigarh.

That plaintiffs shall borne the expenses for the transfer of the property as well as stamp papers and charges etc.

The parties shall be bound by the agreement to sell dated 14.02.2005.

Court fees be refunded to the plaintiffs as per Notification dated 28.8.2000.

for defendant
for defendant

for plaintiff
for plaintiff

The above statements and compromise deed Ex C-5 shall form part of the award. Copy of the award be supplied to the parties free of cost. The case file be sent back to court concerned from where it was received for being consigned to the record room.

Announced

02.05.2005

Member

Sd/-
(Sanjiv Patkash)
Judge,
Permanent Lok Adalat,
U.T. Chandigarh

Atli

3/5/05

for Adalat
West Court, Chandigarh

ANNEXURE - K

PUC 1 1/14/977 du 24/5/10
23/14/978 du 24/5/10

120

13

1) M.L. Tugad & Sons.
2) R.K. Mittal & others.

Sub: (U+3) NOC for sale.

Submitted by.

CIA 2

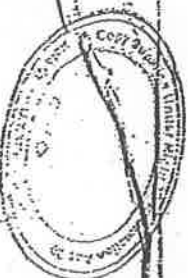
23/5/10

PUC I & II placed below may kindly be perused, vide Sh. R.K. Mittal & Others has applied for issuance of No Objection Certificate for Sale in respect of 100% Share in Plot No. 46, Indl. Area, Phase I, Chandigarh and furnished Indemnity Bond, liability affidavit of intending purchaser for the purchase of 100% Share, copy of memorandum of articles, copy of resolution.

It is submitted that the said plot was allotted to Sh. Tarsam Lal & Others, on 25.1.1958 (P-25/C). The plot was allotted on free hold basis and is fully paid up. The Deed of Conveyance stands executed on 1.8.1963 (P-69/C). The said plot was earlier transferred in favour of Sh. Ramji Dass, on 2.6.1960 (P-38/C). Further the said plot was transferred in favour of Smt. Swaran Kaur, vide transfer letter dated 27.6.1994 (P-114/C). Again said plot was transferred in favour of M/s. GMT Printers Pvt. Ltd. On 5.8.1994 (Page 139/C) on the basis of Sale Deed. Further Sh. M.L. Taya & sons has purchased 50% Share through Sale Deed/Court Decree & transferred in their favour on 27.9.2005 (P-253/C).

At such time a committee was prepared with regard to the charging of stamp duty and the minutes of the meeting held on 22.9.2005 shows that it is the duty of Sub Registrar, Chandigarh to execute the said deed on the proper value of stamp duty and this officer shall intimate the Sub Registrar in such cases. At the time of transfer dated 27.9.2005, it was observed that applicant had got the sale deed by deficit stamp duty and the fact was also intimated to the Sub Registrar, Chandigarh vide memo dated 27.9.2005 (P-252/C). It shows that the sale deed has been got executed on NUSP of Rs. 24,000/-, but the actual stamp duty to be paid was Rs. 6,22,830/-, leaving with the difference of Rs. 5,98,830/-.

Further Sh. R.K. Mittal & Others have purchased the said 50% Share through Sale Deed without obtaining of NOC from



The present issue has been discussed with the dealing assistant who has submitted the copy of orders dated 14.11.05 and 16.5.2007 passed by the Collector, U.P., Chandigarh regarding the charging of stamp duty received personally from the Worthy EO. This Collector has passed the orders that there is no deficiency in the stamp duty. Therefore, the issue of deficiency of stamp duty has already been settled by the orders of the Collector. However, in this case the NOC cannot be issued without obtaining the Occupation Certificate as it was stipulated in the Transfer letter dated 27.9.2005 (G/P 203) and 13.3.2007 at G/P-302 that the transferees shall obtain the occupation certificate immediately. However, they have failed to get the same and has not complied with the condition stipulated in the transfer letter.

Law Officer

May consider grant of NOC without the OC by putting the condition that the purchaser will get it within three months.

Oke
13/11/07

EO.
OK.

NO. 144/2007-33/58
Dated: 13/11/07

AO

Oke
13/11/07

13/11/07

sep

31/11/07



9215

11.11.07

ANNEXURE - L

ECIR/CDZO/05/2013

On 16.03.2015 at 10:15 hrs, I received a call on my Cell No. 9478082945 from Cell phone No.9781528177. The person introduced himself as Shri. Dalbir Singh, the Secretary to the Justice Sh. Hemant Gupta, in the Hon'ble High Court Chandigarh and requested me to that Hon'ble Justice Sh. Hemant Gupta want to talk to me. I told him that I am on the way and is driving the car. Further, told that I will call you later after ten minutes. Thereafter he told me that he will call me after half an hour for which I had agreed.

Later on at about 11:30 hrs on the same day, he called me again from his mobile. He put me to another person who said that he is Justice Sh. Hemant Gupta and told that he had read a news report regarding ED seeking records of a company namely RMC Printers Pvt. Ltd. He suggested me to meet with him for discussion about the said company and therefore, he offered me that if I agreed then he may come to the ED office, otherwise I have to go the High Court or his house to meet him. With due respect, I told him that his presence in this office is not warranted. Further told him that I shall come to him along with my senior officers. Justice Sh. Hemant Gupta was insisting to fix a time for the meeting to which I replied that I would inform/convey his secretary about the time and place of meeting. I have already brought this incident to the notice of worthy JDE/CDZO over telephone/mobile immediately.

Later on, as directed by the JDE/CDZO sitting at the JLZO, I verified the authenticity of the said calls (mobile No. 9781528177) and it was found that the same was of Shri Dalbir Singh, Secretary to the Hon'ble Justice Sh. Hemant Gupta.

Therefore, I would like to submit that I am not in position to refer to the senior High Court Judge. The incident is brought to the notice of Senior Officer for taking further action/direction, as deemed fit, to meet Hon'ble Justice.

Submitted for directions please.

(Gopesh Byadwal)

Assistant Director, PMLA

(Gurdeep Singh)

Deputy Director

JDE may kindly peruse and