

**BEFORE THE NATIONAL GREEN TRIBUNAL,
SITTING AT NEW DELHI**

Original Application No.622/2023

Hemant Sharma

.....Applicant

Versus

Narendra Nath Gaur & Others

.....Respondents

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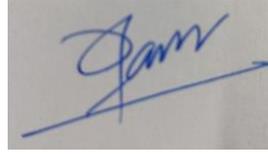
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145

Place: CHANDIGARH

Filed by

Date: 14/8/2024



MOHAN LAL GAUR

Flat No. 5501/3, Modern Housing Complex,

Sector 13, Chandigarh - 160101

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**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

Original Application No.622/2023

IN THE MATTER OF -

Hemant Sharma

.....Applicant

Versus

Narendra Nath Gaur & Others

.....Respondents

The humble respondent No. 2 submits the documents as per order of the Honourable Tribunal dated 08/08/2024 along with other relevant documents, which may kindly be considered as integral part of reply to OA filed on 16/02/2024.

Respectfully Showeth:-

1. That prior to cutting of trees, the answering respondent No.2 submitted an application on 18/08/2023 to Divisional Forest Officer, Forest Range Morni & Panchkula, Pinjore, District Panchkula, which was duly acknowledged on 18/08/2023 by the Forest Department. The Forest Department did not give any reply and verbally informed that since piece of land comprising Khata No. 32/26/03 Mauja Garhi Kotaha, does not attract section 4 of Punjab Land Preservation act 1900, hence no written permission is required. A copy of letter

- dated 18/08/2023 addressed to Divisional Forest Officer, Pinjore is enclosed as per Annexure R-2
2. That again answering respondent no. 2 wrote a letter dated 19/01/2024 and met in person with Divisional Forest Officer, Pinjore, when local Raipur Rani Forest Officials objected to cutting of trees. A copy of Letter dated 19/01/2024 is enclosed as per Annexure R -3.
 3. That respondent no. 1 & 2 were called by Police Authorities at Police Station Raipur Rani and at the office of Deputy Commissioner Panchkula, in response to the complaint filed by Mr. Harinder Sharma, representative of Complainant Mr. Hemant Sharma. Police Authorities during investigation referred the matter to forest officials wherein Divisional Forest Officer Pinjore informed that the land in question does not attract section 4 of Punjab land preservation act 1900. A copy of letter dated 22/09/2023 written by police station Raipur Rani to ACP Panchkula is enclosed as per Annexure R -4. This letter was procured by respondent No. 1 through RTI Act. 2005
 4. That before cutting the old trees the answering respondent No. 2 got permission from Sarpanch, of Panchayat Garhi Kotaha. A copy of letter dated 01/01/2024 written by answering respondent No.2 to Sarpanch, Garhi Kotaha, wherein permission was granted, is enclosed as Annexure R -5.

5. That the complainant Hemant Sharma entered into an agreement dated 10/02/2023 to sell his piece of land bearing Khasra No. 32//26/01 measuring 46 kanal 5 marla along with 10 mala share in common passage bearing Khasra No. 32//26/2. A copy of the BAYANA (sale agreement) is enclosed as per Annexure R – 6. On page 2 (Page Serial No. 14) of the BAYANA (6th line), it was mentioned that the garden which is standing on this land shell be cut down and the entry of Bagh in the revenue record shell be removed and it will be informed to the purchaser and 15 days after intimation the purchaser will pay the balance amount of BAYABA Rs. One crore seventy five lacks only. Hence on the date of BAYANA i.e. 10/02/2023 the fruit trees were standing in the Baag.
6. That aggrieved by the proposed sale of one third share of the common passage by the complainant Hemant Sharma, the respondent No. 1 and 2 filed a civil suit No. 239 of 2023, before the Honourable court of Civil Judge, Senior Division, Panchkula, Titled as Narinder Nath and another VS Hemant Sharma. A reply in the said civil suit was filed by defendant No. 3 to 6 (Purchaser of property in the BAYANA), wherein a copy of letter dated 24/05/2023 written by complainant Hemant Sharma to advocate Vikram Jain (representing the purchaser of property – Mr. Darshan Lal Bansal, Nitish Goyal and Ritesh Jindal) in reply to legal notice, was annexed as Annexure D -2. A copy of letter dated 24/05/2023

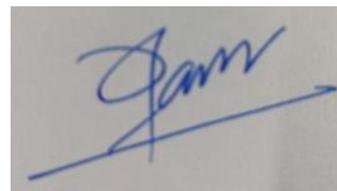
written by Hemant Sharma is enclosed as per annexure R – 7. On page 2 of the letter dated 24/05/2023 in para 2 it is stated that ...

“ I have completed the conditions of the agreement which were required for the purpose of execution and registration of the sales deed by way of cutting the standing trees of plants and fruits and made property level equal to the ground. There is no garden existing at the spot, in the property comprised in Kasra No. 32//26/01 (46K 05 mala) and the property is completely lying vacant. Further I got required entry of vacant plain land made in the records of the government. ”

7. That from the above para No. 5 and 6 it is proved that about 300 fruit bearing trees of Mango, Litchi and Chikoo were cut down in order to fulfil the condition of BAYANA (sale agreement) by the complainant Mr. Hemant Sharma

Place: CHANDIGARH

Date: 14/14/2024



MOHAN GAUR

8. Flat No. 5501/3, Modern Housing Complex,
9. Sector 13, Chandigarh – 160101
10. (Mobile – 8360628931)

सेवा में,

वन मण्डल अधिकारी,

वन मण्डल मोरनी-पिन्जौर,

पिन्जौर (पंचकुला)

विषय :- वन विभाग की दफा 4 से बाहर खड़े दरखतान आम व चीकू को काटने तथा उनको बिकी करने की अनुमति प्रदान करने बारे ।

श्रीमान जी,

निवेदन है कि मैं मौजा गढ़ी नं0 245 तहसील रायपुर रानी जिला पंचकुला में भूमि खसरा नं0 32/26/3 तदादी 46 क0- 5 म0 का मालिक हूँ। मेरी इस भूमि में काफी पुराने आम, चीकू के दरखतान खड़े हैं। जो कि वर्तमान में फल नहीं देते हैं। जिस कारण मेरी भूमि का काफी नुकसान हो रहा है।

यह कि मेरी यह भूमि वन विभाग की दफा 4 से बाहर है। मैं अपने इन दरखतान को काट कर बेचना चाहता हूँ।

अतः आपसे अनुरोध है कि मुझ को मेरी भूमि जो कि वन विभाग की दफा 4 से बाहर में खड़े दरखतान आम व चीकू काट कर बेचने की अनुमति प्रदान की जाकर कृतार्थ करें है। आपकी अति कृपा होगी।

तिथि :- 18.08.2023

Rishi
18/8/2023

True Copy



निवेदक

मोहन लाल पुत्र श्री देवी दयाल

निवासी गाँव गढ़ी कोटाहा,

जिला पंचकुला

83606 28931

151
Annexure R-2
(English Translation)

Page 6

To

Divisional Forest Officer

Forest Division Morni-Pinjore

Pinjore (Panchkula)

Subject: Regarding granting permission to cut and sell mango and sapota trees standing outside Section 4 of the forest department.

Sir,

It is requested that I am owner of land comprised in Khasra No. 32//26/3 measuring 46K-5M situated at Gari No. 245, Tehsil Raipur Rani, District Panchkula. There are very old mango and sapota trees in my land, which are not bearing fruits at present, due to which my land is suffering a lot

That this land of mine is outside Section 4 of the Forest Department. I want to cut these trees and sell them.

Therefore, you are requested to oblige me by granting me permission to cut and sell the mango and sapota trees on my land which is outside Section 4 of the Forest Department. I will be grateful to you.

Dated: 18.08.2023
Sd/- Rishi/ 18.8.2023

Applicant
Sd/-
Mohan Lal son of Sh. Devi Dayal
Resident of Village Gari Kotaha,
District Panchkula
83606-28931

To

D.F.O
Morni - Pinjore Forest Range,
Pinjore (District Panchkula).

Subject: Permission to lift the cut Mango Wooden logs from the land Khasra No. 32//26/3 in the name of Mohan Lal, in Village Mauja Garhi Kotha (Raipur Rani).

Respected Sir,

It is submitted that Mango, Litchi, Chikoo plants are standing in the land comprising khasra no. 32//26/3 mauja Garhi Kohtha (Raipur Rani). It is further submitted as under :-

1. That these trees are more than 43 years old and have almost completed their age of fruit bearing.
2. That the land is located on the highway leading from Panchkula - Raipur Rani - Naraingarh - Ponta Sahib - Dehradun causing pollution to brick kilns and poultry farms are operating near by causing loss of fruit production, poor health of trees.
3. That the trees have started decaying and almost 52 to 60 trees have already been removed.
4. That due to the health of trees and pollution factor and age of trees there is frequent attack of termite, insect and pests and fungal diseases.
5. That for the last 5 -6 years fruit crop is very poor causing financial loss. Hence it is not viable to maintain the orchard.

True Copy
From


SK
19-01-24



In view of the above factor it was decided to cut the trees and to do some other activity, the adjoining to orchards have already been cut by my brothers. I had applied for the permission to cut trees from your office on 18.08.2023 wherein I was informed and that since the land is outside section 4 of Forest Area. I have already got permission from the Village Panchayat for cutting the trees.

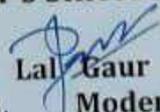
From 15.01.2024 the contractor had started cutting of trees, however on 17.01.2024 the official from Forest Department Raipur Rani stopped the cutting of trees. In view of the complaint filed by Hemant Sharma (my nephew) before the National Green Tribunal Delhi. About 100 quintals of wood logs are lying in the field, if they are not lifted they will get damage and resulting in financial loss of Rs. 50,000/- approximately.

Therefore, it is humbly submitted that permission be granted to lift the already cut wooden logs, saving me from financial loss and damage of wood logs. An early action is requested to save the loss.

Thanking you,

Date : 19.01.2024

Your's Sincerely


Mohan Lal Gaur r/o Flat No.
5501/3, Modern Housing
Complex, Sector-13, Chandigarh
Mob. 8360628931

Encl.

1. Copy of letter dated 18.08.2023
2. Permission of Gram Panchayat Garhi Kotha (Raipur Rani), District Panchkula

True Copy


थाना रायपुररानी

जिला पंचकूला।

परिवाद क्रमांक 280-DGP-NA दिनांक 28.08.2023, 294-CP-PKL-NA, दिनांक 31.08.2023, 212-DC दिनांक 05.09.2023, 857-Reminder दिनांक 06.09.2023, 879-Reminder, दिनांक 18.09.2023 अजाने हरविन्द्र शर्मा वासी A-11/38, Sector-18, Rohni Delhi.

परिवादी का नाम	अजाने हरविन्द्र शर्मा वासी A-11/38, Sector-18, Rohni Delhi.
परिवाद का सार	Information regarding illegal cutting of large number of tree of diverse varieties which can result in ecological disturbance.
उतरवादी का विवरण	नरेन्द्र नाथ गौर, मोहन लाल गौर, सिद्धार्थ गौड, अविचल गौड, मोनिका शर्मा, तेलु खान
जांच की स्थिती वा विवरण	<p>कृप्या/उपरोक्त परिवाद की जांच स030नि0 प्रदीप कुमार न0-04/पंचकूला द्वारा अमल में लाई गई। दौराने परिवाद जांच शिकायतकर्ता को शामिल जांच करने के लिए उसकी ई-मेल के माध्यम से पत्राचार किया गया, जो शिकायतकर्ता शामिल अनुसंधान नहीं हुआ। इसके अतिरिक्त उतरवादी पक्ष से नरेन्द्र नाथ गौड, मोहन लाल गौर पुत्रान देवी दयाल वासीयान गांव गढी कोटाहा, थाना रायपुररानी, जिला पंचकूला को शामिल जांच करके कथन अंकित किये गये। इसके अतिरिक्त शिकायतकर्ता द्वारा वन मण्डल अधिकारी, मोरनी-पिन्जौर वन मण्डल, पिंजौर को भी शिकायत करने बारे ब्यान हुआ, जिस सम्बन्ध में वन मण्डल अधिकारी पिंजौर से पत्राचार किया गया था, जो साथ सलग्न है।</p> <p>परिवाद की जांच के दौरान पाया गया कि, शिकायतकर्ता द्वारा यह शिकायत गांव गढी कोटाहा में उतरवादी पक्ष द्वारा 21 एकड़ जमीन से करीब 2000 वृक्ष काटने बारे दी गई है। जिस सम्बन्ध में वन मण्डल अधिकारी, मोरनी-पिन्जौर वन मण्डल, पिंजौर की रिपोर्ट प्राप्त की गई है, जिन्होंने अपनी रिपोर्ट में मुख्य तौर पर अंकित किया है कि, <u>“जिस जगह से आम व अन्य प्रजाति के पेड़ काटे गये है व ऐरिया पंजाब भू-अधिनियम 1990 की धारा 04 के बाहर पडता है जिसमें पेड़ काटने की अनुमति नहीं लेनी पडती है।”</u></p> <p>अतः परिवाद की जांच के दौरान उतरवादी पक्ष द्वारा अपनी जमीन से पेड़ काटने बारे बात समाने आई है और उक्त जमीन से पेड़ काटने बारे सरकार/विभाग से कोई अनुमति लेनी की आवश्यकता नहीं है। अतः परिवाद की जांच से किसी सज्ञेय अपराध का होना नहीं पाया गया, इसलिए परिवाद को दाखिल दफ्तर किये जाने की शिफारिश की जाती है।</p>

रिपोर्ट सेवा में प्रस्तुत है।



Forwarded PL.

ACP Panchkula



प्रबन्धक अफसर,
थाना रायपुररानी,
दिनांक 22.09.2023

True Copy
[Signature]

Police Station Raipurani Dist. Panchkula

Complaint No. 280-DGP-NA dated 28.08.2023, 294-CP-PKL-NA, dated 31.08.2023, 212-DC dated 05.09.2023, 857-Reminder dated 06.09.2023, 879-Reminder dated 18.09.2023 of Harwinder Sharma, resident of A-11/38, Sector 18, Rohini Delhi.

Name of the complainant	By Harwinder Sharma resident of A-11/38, Sector 18, Rohini Delhi.
Gist of Complaint	Information regarding illegal cutting of large number of trees of diverse varieties which can result in ecological disturbance.
Details of respondent	Narender Nath Gaur, Mohan Lal Gaur, Sidharth Gaur, Avichal Gaur, Monika Sharma, Telu Khan
Investigation status and details	Please/The investigation of the above complaint was carried out by A.S.I. Pradeep Kumar, No. 04/Panchkula. During the investigation of the complaint, correspondence was made through the email of the complainant to involve him in the investigation, the complainant did not join in the investigation. Apart from this, statements of Narendra Nath Gaur, Mohan Lal Gaur sons of Devi Dayal, residents of Village Gari Kotaha, Police Station Raipurani, District Panchkula from the respondent side were recorded by joining them in the investigation. Apart from this, the complainant also stated about complaining to the Divisional Forest Officer, Morni-Pinjore Forest Division, Pinjore, regarding which correspondence was made with

the Divisional Forest Officer, Pinjore, which is enclosed.

During the investigation of the complaint, it has been found that the complainant has given these complaints about the cutting of about 2000 trees from 21 acres of land by the respondent party in village Kotaha.

Regarding which the report of the Divisional Forest Officer, Morni-Pinjore Forest Division, Pinjore has been obtained, who has specifically mentioned in his report that "the area from where mango and other species of trees have been cut, falls outside Section 4 of the Punjab Land Act, 1990, in which permission is not required for cutting trees". Therefore, during the investigation of the complaint, it has come to light that the respondent party has cut trees from its own land and there is no need to take any permission from the government/department for cutting trees from the said land. Therefore, no cognizable offence was found to have been committed during the investigation of the complaint. Therefore, it is recommended to consign the complaint to office.

Report is submitted

Sd/- Station House Officer,

Police Station Raipurrani

Dated: 22.09.2023

सेवा में,

सरपंच महोदय,
ग्राम पंचायत,
गढी कोटाहा (पंचकूला)

विषय :- भूमि खसरा नं० 32 / 26 / 3 मौजा गढी (पंचकूला) में खड़े दरखतान को काटवाने की अनुमति प्रदान करने बारे।

श्रीमान जी,

अनुरोध है कि मैं भूमि खसरा नं० 32 / 26 / 3 याका रकबा मौजा गढी 80/80 245 तहसील रायपुर रानी जिला पंचकूला का एकमात्र मालिक हूँ। मेरी इस भूमि में विभिन्न किसम के वृक्ष खड़े हैं, जैसे कि आम, लीची, चीकू, सफ़ेदा, पापुलर इत्यादि के वृक्ष हैं।

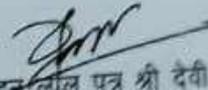
यह कि जो फलदार वृक्ष हैं वह लगभग 43 साल पुराने हैं, जिस कारण अब यह फलदार पेड़ लगभग फल देना बन्द कर चुके हैं। जिस कारण यह वृक्ष उपयोगी नहीं रहे हैं।

यह कि इस भूमि में दीमक की भरमार है तथा अन्य पीछों पर बिमारियों का प्रकोप रहता है। जिस कारण काफी वृक्ष सूख भी गए हैं और मुझ को इनके उपचार के लिए अत्यधिक खर्च करना पड़ता है। जिस कारण मेरे ऊपर अन्यथा बोझ बना रहता है और मेरा काफी नुकसान होता है। इन सब को देखते हुए मुझ को अपनी भूमि में खड़े दरखतान को काटना पड़ रहा है।

अतः आपसे अनुरोध है कि मुझ को अपनी भूमि में से इन दरखतान को काटने की अनुमति प्रदान कर कृतार्थ करें। आपकी अति कृपा होगी।

तिथि 01.01.2024

निवेदक


मोहन लाल पुत्र श्री देवी दयाल
निवासी मकान नं० 5501 / 3,
मॉडर्न हाऊसिंग कॉम्प्लेक्स, मनीमाजरा
सेक्टर 13, चण्डीगढ़।

तसवीर लिखा जाता है। मैंने भूमि खसरा नं० 32 / 26 / 3 का मौजा कर लिखा है। आवेदन द्वारा प्रस्तुत तथ्य सही है। ग्राम पंचायत की ओर से आवेदन को अपनी भूमि में खड़े दरखतान को काटने की अनुमति दी जाती है।

True Copy


सरपंच Sangeeta Rani,
ग्राम पंचायत गढी कोटाहा
राजपुर रानी (पंचकूला)

1/1/24

Annexure R-5
(English Translation)

Page-12

To

The Sarpanch,
Gram Panchayat,
GariKotaha (Panchkula)

Subject: Regarding granting permission to get the trees cut standing on land Khasra No. 32/26/3 situated at Gari (Panchkula).

Sir,

It is requested that I am the sole owner of land comprised in Khasra No. 32/26/3 situated at Gari, H.B. No. 245, Tehsil Raipur Rani, District Panchkula. There are various types of trees in my land, such as mango, litchi, sapota, eucalyptus, poplar etc.

That the fruit trees are about 43 years old, due to which these fruit trees have almost stopped bearing fruits. Due to which these trees are not useful.

That this land is full of termites and other plants are prone to diseases, due to which many trees have died and I have to spend a lot of money for their treatment, due to which I am burdened and I suffer a lot of loss. In view of all this, I have to cut the trees standing in my land.

Therefore, you are requested to kindly grant me permission to cut these trees on my land. I will be thankful to you.

Dated: 01.01.2024
Sd- Rishi / 18.8.2023

Applicant
Sd-
Mohan Lal son of Sh. Devi Dayal
r/o House NO. 5501/3,
Modern Housing Complex, Manimajra
Sector 13, Chandigarh.

Certified that I have inspected the land Khasra No. 32/26/3. The facts presented by the applicant are correct. The applicant is given permission by the Gram Panchayat to cut the trees standing in his land.

Sd- Sarpanch
Gram Panchayat, GariKotaha
Division Raipur Rani (Panchkula)
1.1.2024

TRUE TRANSLATION

ADVOCATE

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Annex R-6

Non Judicial		Indian-Non Judicial Stamp Haryana Government		Date: 10/02/2023
Certificate No: FB/2023B13		Stamp Duty Paid: 200	Page 13	
GRN No: 99207447		Penalty: 0		
Seller / First Party Detail				
Name: Hemant Sharma	Sector/Ward: 9	LandMark: Na		
H.No/Floor: 420	District: Panchkula	State: Haryana		
City/Village: Panchkula	Phone: 62*****74			
Buyer / Second Party Detail				
Name: Darshan Bansal	Sector/Ward: 20	LandMark: Suncity		
H.No/Floor: 1001	District: Panchkula	State: Haryana		
City/Village: Panchkula	Phone: 83*****57			
Purpose: AGREEMENT DEED				

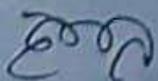
The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

इकरार नामा ब्याना

मैं कि हेमन्त शर्मा (आधार नं० 9582 3523 8881, पैन नं० GBTPS2519N) पुत्र श्री बसन्त कुमार पुत्र श्री देवी दयाल निवासी मकान नं० 420, सैक्टर 9, पंचकूला का हूँ, जो कि मैंने आज अपनी होश व हवास में अपनी खुशी से अपनी इच्छानुसार बिना किसी अनुचित प्रभाव के अपनी भूमि तदादी 46 क०-15 म० वाका रकबा मौजा गढ़ी नं० 245 तहसील रायपुर रानी जिला पंचकूला जिसका विवरण फर्द जमाबन्दी साल 2016-17, इन्तकाल नं० 4204 विरासत, 4221 पारिवारिक हस्तान्तरण नकल लफ हजां अनुसार निम्नप्रकार है :-

खेवट 373 खतौनी 468 खसरा नं० 32//26/1 तदादी 46 क०-5 म०, सालम, खसरा नं० 32//26/2 (1-10) का 1/3 भाग बकदर 0-10 मरले, कुल तदादी 46 क०-15 म०, का सौदा बैय हमरा श्री दर्शन बंसल पुत्र श्री राम लाल बंसल निवासी मकान नं० 1001, टॉवर-4 बी०, सनसिटी परिक्रमा, सैक्टर 20, पंचकूला व श्री नितीश गोयल पुत्र श्री नरेश कुमार गोयल निवासी मकान नं० 1031, सैक्टर 17, पंचकूला व श्री अनिल गोयल पुत्र श्री सन्त कुमार गोयल निवासी मकान नं० 2730/4, टोबा चेत सिंह, नामा गेट, पटियाला व श्री रीतेश जिन्दल पुत्र श्री तरसेम लाल जिन्दल निवासी फ्लैट नं० 604, जी०एच०-03, हिमालय एम्प्लोयीज को०-आप्रेटिव सोसायटी, सैक्टर 23, पंचकूला समभाग बदला मु० 13,58,59,375/- रुपये (तेरह करोड़ अठावन लाख उन्सठ हजार तीन सौ पच्हत्तर रुपये) बिल

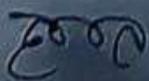
हेमन्त शर्मा इकरार कर्ता



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मुकता पर करके आज मु० 25,00,000/- रुपये (पच्चीस लाख रुपये) नगद, मु० 35,00,000/- रुपये (पैंतीस लाख रुपये) चैक नं० 243712 तिथि 10.02.2023 भारतीय स्टेट बैंक, मु० 15,00,000/- रुपये (पन्द्रह लाख रुपये) चैक नं० 048274 तिथि 10.02.2023 एक्सिस बैंक लिमिटेड, मु० 25,00,000/- रुपये (पच्चीस लाख रुपये) चैक नं० 000151 तिथि 10.02.2023 एक्सिस बैंक लिमिटेड अनुसार गानि कुल मु० 1,00,00,000/- रुपये (एक करोड़ रुपये) बतौर ब्याना अजान खरीददारान रोक रुबरु गवाहान हाशिया वसूल पा लिये हैं। इस भूमि में जो बाग खड़ा है, मैं इस बाग को कटवाऊँगा और राजस्व रिकार्ड में जो बाग का इन्द्राज चला आ रहा है उस को हटवाऊँगा, जब यह दोनों कार्य हो जायेंगे तो उसकी सूचना मुश्तरीयान को दूँगा और सूचना प्राप्ती के बाद 15 दिन तक मुश्तरीयान मुझ को बकाया जर समन में से मु० 1,75,00,000/- रुपये (एक करोड़ पचहत्तर लाख रुपये) की राशि बतौर अतिरिक्त जरे ब्याना के रूप में अदा करेंगे और बाकि रकम तसदीक रजिस्ट्री के समय जो कि अतिरिक्त जरे ब्याना प्राप्ती की तिथि के बाद पाँच मास होगी, तक तसदीक करवानी की है, सामने श्रीमान सब रजिस्ट्रार साहब, रायपुर रानी प्राप्त की जायेगी। इस भूमि पर मेरा प्राप्त किया हुआ कोई भार नहीं है यदि मेरा प्राप्त किया हुआ कोई भार पाया जाता है तो मैं मुकरर तारीख से पूर्व अदा करके इस भूमि को भार मुक्त करवाने का पूर्ण रूप से पाबन्द व जिम्मेवार रहूँगा। खर्चा कुल बैय नामा का मुश्तरीयान का होगा। यदि मैं मुकरर तारीख तक इस भूमि की रजिस्ट्री बैय नामा मुश्तरीयान के नाम तसदीक करवाने से मुन्किर हूँगा तो मुश्तरीयान को अधिकार होगा कि वह बाकि रकम दाखल खजाना करवा कर बजरिया अदालत इस भूमि की रजिस्ट्री बैय नामा अपने नाम तसदीक करवा ले, उस सूरत में मैं मुश्तरीयान के तमाम हरजा व खर्चा का देनदार हूँगा। यदि मुश्तरीयान मुकरर तारीख तक इस भूमि की रजिस्ट्री बैय नामा अपने नाम तसदीक करवाने से मुन्किर होंगे तो उनका दिया हुआ जरे ब्याना जब्त होगा। इस भूमि का मैंने पूर्व में किसी के साथ कोई सौदा बैय नहीं किया है। इस भूमि को बिक्री करने पर किसी न्यायालय की ओर से कोई रोक नहीं लगी है। इस भूमि की मलकियत की बाबत किसी भी अदालत में कोई मुकदमा लम्बित नहीं है। यह भूमि मैंने पूर्व में किसी को हिबा नहीं की है। यदि कोई तथ्य झूठा पाया जाता है तो मैं उसका हर प्रकार से पूर्ण रूप से जिम्मेवार रहूँगा। तसदीक रजिस्ट्री के समय मुश्तरीयान जिसके नाम चाहें बैय नामा तसदीक करवावेँ अथवा जिसको चाहें अपने साथ हिस्सेदार मिलावेँ, मेरा कोई एतराज किसी प्रकार का न होगा। मुश्तरीयान को यह अधिकार होगा कि वह इस इकरार नामा ब्याना की रूह से इस भूमि का आगे सौदा बैय कर सकेंगे और जरे ब्याना प्राप्त कर सकेंगे, मेरा कोई एतराज किसी प्रकार का न होगा। मुश्तरीयान को यह भी अधिकार होगा कि वह इस भूमि में खड़े दरखतान को बिक्री कर किमत वसूल कर सकेंगे।

हेमन्त शर्मा इकरार कर्ता



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परन्तु यदि दरखतान की कटाई के समय हरियाणा सरकार के किसी भी विभाग से अनुमति प्राप्त करनी होगी तो वह मैं प्राप्त करके दूँगा और दरखतान कटाई की हर प्रकार की जिम्मेवारी मेरी होगी। अतः यह इकरार नामा ब्याना बैय करने भूमि के इकरार कर्ता के कथनानुसार लिख दिया है कि प्रमाण रहे और समय पर काम आवे पढकर सुनाया गया सुनकर ठीक होना माना है। तिथि :- 10.02.2023

हेमन्त शर्मा इकरार कर्ता



मुश्तरीयान

[Handwritten signature]

[Handwritten signature]
10/02/2023

गवाह :- श्री प्रदीप कुमार पुत्र श्री रामपाल सिंह वासी गांव मौली (पंचकूला)

[Handwritten signature]

गवाह :- श्री कपूर सिंह पुत्र श्री धन सिंह निवासी मकान नं0 148, पुलिस लाईन के सामने, केन्द्रीय विहार-2, सैक्टर 25, पंचकूला।

[Handwritten signature]
10/02/2023.

True Copy

[Handwritten signature]

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Annexure - R-7

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REGD./SPEED POST

24.5.2023

To

Vikram Jain, Advocate,
Residence cum Office: Kothi No.165, Sector
11-A, Chandigarh-160011

Sub.: Reply to your Legal Notice dated 2.5.2023
sent by your goodself on behalf of your
clients Darshan Lal Bansal, Nitish Goel and
Ritesh Jindal.

Sir,

I, Hemant Sharma son of Late Shri Basant
Kumar Sharma, resident of House No.420, Sector 9,
Panchkula, send you the following reply sent by
your goodself on behalf of your client Darshan
Bansal son of Sh. Ram Lal Bansal and Mr. Nitish
Goyal son of Sh. Naresh Kumar Goyal and Mr. Ritesh
Jindal son of Sh. Tarsem Lal Jain:-

Reply to Pre-submissions:

Without admitting the contents of your
reply, it is submitted that your clients have
distorted the facts according to their own
convenience and for sidetracking the matter. The
lapse and defaults are on the part of your clients.
Your clients have failed to honour the terms of the

Agreement despite being aware of the stipulations/
conditions regarding payments.

The total deal between your clients and me
was struck for Rs.13,58,59,375/-. Out of the said
amount, your clients have only paid
Rs.1,00,00,000/- in four installments of
Rs.25,00,000/-, Rs.35,00,000/-, Rs.15,00,000/- and
Rs.25,00,000/- respectively.

I have completed the conditions of the
agreement which were required for the purpose of
execution & registration of the sale deed by way of
cutting the standing trees of plants & fruits and
made property level equal to the ground. There is
no garden existing at the spot in the property
comprised in Khasra No.32//26/1 (46 Kanals 5
Marlas) and the property is completely lying
vacant. Further I got required entry of vacant
plain land made in the record of the Govt. and due
intimation in this regard was given by me to your
clients vide letter dated 21.4.2023 sent through
post. In addition to this property, the property
comprised in Khasra No. 32//26/2 is a common
passage and I am 1/3rd owner in possession of this

property equaling to 10 Marlas. Your clients were under obligation to pay an amount of Rs.1,75,00,000/- to me within 15 days from the date of receipt of such intimation. However, to my utter dismay, your clients have committed serious defaults in performing their part of the contracts as they did not pay Rs.1,75,00,000/- to me within 15 days from the date of receipt of the above said intimation or till date. Thus this goes to show that your clients have never been ready & willing to perform their part of the agreement and they were never in possession of sufficient funds required to make the payment of aforesaid amount or consequently to pay the balance sale consideration or to bear other execution and registration. The sale deed has been agreed to be executed & registered in favour of your clients after five months from payment of Rs.1,75,00,000/- by your clients to me. The last date as per agreement for the purpose of sale deed is 7.10.2023, which is also approaching very fast. Your clients have already defaulted in payment of Rs.1,75,00,000/- despite receiving the above intimation from me vide letter dated 21.4.2023 and with the lapse of 15

days from the date of receipt of the said letter. Thus your clients are not entitled to put false blame of non fulfillment of terms of agreement upon me. Rather from the above mentioned facts, it is apparent that the fault lies with your clients and on account of this very reason, there is no ground to proceed any further in the deal and it is informed to your clients that the agreement to sell stands cancelled and earnest money paid by your clients to me stands forfeited as per terms & conditions of agreement to sell as time was the essence of the agreement. Your clients have been left with no right, concern or connection with the aforesaid property and I am free to use and utilize the aforesaid property in the manner I like. From the above facts, it is clear that your reply is based on false averments. Rest paragraphs of pre-submissions of your reply are false, incorrect and hence denied. No offence is made out against me. I am totally innocent. Your clients have leveled different frivolous, baseless & defamatory allegations against me whereas your clients themselves are at fault. Your clients are not in possession of the aforesaid property and rather the

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possession of the property has been and is still with me.

On Merits:

- 1] Para no.1 of your reply is a matter of record.
- 2] Para no.2 of your reply is wrong and denied and that of the intimation letter cum notice are correct and reiterated.
- 3] Para no.3 of your reply is wrong and denied. It is wrong and denied that I have suppressed /concealed the material facts & documents or that I have distorted the facts with the malice to get the agreement land back as alleged. There is no concealment or suppression of fact on my part. I have mentioned correct facts in my notice cum intimation letter dated 21.4.2023.
- 4] Para no.4 of your reply is wrong and denied and that of intimation letter cum notice is correct and reiterated. The required part has already been performed by me in terms of agreement and intimation has already been sent to your clients along with copy of revenue record.
- 5] Para no.5 of your reply is wrong and denied and that of intimation letter cum notice are correct and reiterated. There is no lapse on my part as

falsely alleged by your clients in the reply. Detailed facts have been mentioned above in this rejoinder.

6] Para no.6 of your reply is wrong and denied and that of intimation letter cum notice is correct and reiterated. Your clients are not at all in possession of even an inch of the property in question. The Agreement to Sell clearly finds reference that the possession was agreed to be delivered by me to your clients upon payment of the total sale consideration.

7] Para no.7 of your reply is wrong and denied and that of the intimation letter is correct and reiterated. No alleged offences U/s 23, 24, 25, 34, 120A, 120B, 405, 406, 415, 417, 418 IPC is made out against me.

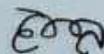
8] Para no.8 of your reply is wrong and denied and that of the intimation letter is correct and reiterated. It is wrong and denied that your clients are entitled to any alleged compensation from my clients for alleged physical & mental harassment or on account of alleged fraud as alleged. False allegations have been leveled by your clients against me.

9) Para no.9 of your reply is wrong and denied and that of the intimation letter is correct and reiterated. It is wrong and denied that any action is required to be taken against me under Section 23, 24, 25, 43, 120-A, 120-B, 405, 406, 415, 417, 418, 421, 422 IPC as alleged.

Rest paras [a] to [f] of your reply are wrong and denied and that of the intimation letter is correct and reiterated. Your clients have intentionally & willfully repeated the averments without any cogent reason.

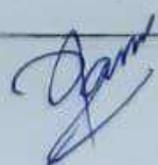
Through this rejoinder, I hereby request you to advise your client to pay apology to me for leveling false & defamatory allegations in the reply and not to agitate any claim on the basis of averments made in the reply. It is also informed to you that the agreement to sell stands cancelled & earnest money paid by your clients stands forfeited due to the lapse & default on the part of your clients as detailed above. I reserve my right for initiating appropriate civil and criminal proceedings against your clients. It is also made clear that in case your clients initiate any kind of litigation against me, then I shall hotly contest the same at the risks, consequences and litigation expenses of your clients.

Copy retained


(Hemant Sharma)

Copies to:

1) Darshan Bansal son of Sh. Ram Lal Bansal r/o House No.1001, Tower 4, B-Suncity, Parikarma, Sector 20, Panchkula.

True Copy


- 2] Mr. Nitish Goyal son of Sh. Naresh Kumar Goyal
r/o House No.1031, Sector 17, Panchkula.
- 3] Mr. Ritesh Jindal son of Sh. Tarsem Lal Jindal,
r/o Flat N.604, GH-03, Himalaya Employees
Cooperative Society, Sector 23, Panchkula.