

**BEFORE THE NATIONAL GREEN TRIBUNAL
FARDIKOT HOUSE, COPERNICUS MARG, NEW DELHI-110001
O.A. NO. 740/2023**

IN THE MATTER OF:

Vijay Pal Singh Yadav S/o Late Dharam Pal Singh & Ors.

...Petitioners/Applicants

VERSUS

Smt. Madhu Gupta W/o Sh. Naresh Gupta & Ors.

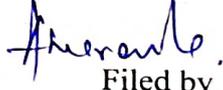
... Respondents

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Delhi

Dated 15/07/2024


 Filed by
 Amarendra Kumar Jha
 Advocate
 M- 9990904350.

**BEFORE THE NATIONAL GREEN TRIBUNAL
FARDIKOT HOUSE. COPERNICUS MARG, NEW DELHI-110001
O.A. NO. 740/2023**

To,
The Chairman
THE NATIONAL GREEN TRIBUNAL
Faridkot House, Copernicus Marg,
New Delhi-110001

IN THE MATTER OF:

Vijay Pal Singh Yadav S/o Late Dharam Pal Singh & Ors.

...Petitioners/Applicants

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Smt. Madhu Gupta W/o Sh. Naresh Gupta & Ors.

... Respondents

REPLY TO THE APPLICATION [Under Section 18(1) read with Sections 14,15,16 & 17 of the National Green Tribunal Act,2010]

MOST RESPECTFULLY SHOWETH

PRELIMINARY OBJECTIONS/ SUBMISSIONS

1. That the present application is misuse and abuse of the process of law and filed before this tribunal with sole intention to harass, blackmail and defame the answering respondent, i.e., R1 and R2.

2. That the applicants have filed the present application with sole intention to grab the property owned by R1. It is important to point out that the applicants have the knowledge that despite pendency of partition suit regarding the property in question between the sharer/co-sharer of the property, the co-sharers have sold their respective to the third-party way back in the year 2006. The applicants despite having

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knowledge of the same did not raise any objections but all of a sudden when the respondent no.1 started raising the boundary wall on her premises then the applicants for the first time raised the objections that is deliberate, intentional with sole motive to satisfy their ill desires.

3. That at page no.6 of the synopsis, the applicants themselves admitted the fact that each co-sharer is owner and in possession of respective share and two of the co-sharers had sold their share in 2006, which share then changed hands and/or ownership multiple times. It is also admitted that since 2006, parties from outside family have also been part of the civil or land disputes. It is also admitted that use of the land was for notified agricultural purposes. It is also admitted that demarcation of the premises has been done. The applicants have used the term got demarcation done 'illegally'. The answering respondent has serious objections on that term used by the applicants that requires sufficient proof and applicant should file strict proof by putting allegations against a government servant only with an intention that the applicants could not succeed to satisfy their ill motives i.e., to usurp the land planned by hook and crook.
4. That it is also important to point that at page 13 of the application in para 4 it is stated that Om Prakash, applicant no.2 (A2), had ancestral rights to his portions of the suit land since birth, and even though partition proceedings had started on the suit land in 2004, A2 constructed his house on his portion of the suit land in 2006, a house constructed legally as per laws applicable at that time and with knowledge and mutual agreement of other co-sharers of the suit land.

It is pertinent to mention herein that it is well within in the knowledge of A2 that portion of suit land had already been sold by the other co-sharers. Constructions raised by A2 is termed as legal but the boundary wall raised by R1 is termed as illegal, such contradictions is nothing but dishonest intentions of the applicants to harass and blackmail the answering respondents because the present application is based on concealed and contradictory facts. Even the co-sharers who sold the property way back in the year 2006 has not been arrayed as necessary party and as such this application is not maintainable on the ground of misjoinder and non-joinder of the parties.

5. That as far as allegations regarding the illegal uprooting of 50+ green trees and then stealing them are wrong and denied as alleged. It is submitted that the R3 has filed a detailed report regarding the incident as alleged and issued a forest offence report for cutting the trees against R1 and as per rules the fine has been deposited by R1. Apart from that R1 has planted trees at different places in lieu of those trees against challan/ fine has been raised by R3 but the applicants are adamant to indulge the answering respondent into multiple frivolous litigation and the present one is in array of those litigations.
6. That the applicants have filed several complaints or civil suit before the appropriate jurisdiction but could not get any relief till date from anywhere. So, in array of proceedings one more proceeding has been added and the present application is the same which is not sustainable because in the grab of present dispute the applicants have to satisfy their ulterior motives. As far as the order of Court of FCR, Haryana

dated 16.03.2020, in the said matter the answering respondent is not a party and as such the answering respondent does not had the knowledge.

REPLY ON MERITS

**SECTION 1- PARTICULARS OF VIOLATION/IMPUNGED ORDER
DETAILS: -**

That the contents of this section are wrong and denied as alleged.

SECTION 2- FACTS AND GRIEVANCES: -

1. In reply to para 1 it is submitted that answering respondents are not aware about the OA No. 533/2023 and as such calls for no reply. Rest of the contents of this para are matter of record and calls for no reply.
2. In reply to para 2 it is submitted that the applicants are one of the co-sharer whereas R1 is also one of the owner of the portion of the suit land by virtue of sale deed executed on by the co-sharers of the suit land.
3. In reply to para 3 it is submitted that earlier the answering respondent had no knowledge about the partition suit but now after the present proceedings/ various complaints the answering respondent got the knowledge about the partition suit but the answering respondent is not arrayed as the party of the same so in absence of any knowledge unable to make any comment.
4. In reply to para 4 regarding the averments that A2 being farmer by profession started planting trees on his share and portion of the suit land since 2006 and till 2023 had planted, nurtured, and thus owned approx. 45 trees on his share of the suit land. The applicant should file strict rule regarding these averments because photographs attached

with the present application is not supported the versions of the applicants. It is submitted that as admitted above that portion of the suit land has been sold by the co-sharers way back in 2006 and permissible agricultural activities was going on so these shrubs are developed by the purchaser of the suit land and it is not developed by A2 and as such A2 was not the owner of those shrubs. Even in the report of R3 it has been clearly verified that those shrubs were planted in the portion of the R1 and not of the applicants.

5. In reply to para 5 to para 12, it is submitted that the contents of these paragraphs are nothing but merely a story about the status of land and after the alleged incident as stated herein above. The applicants want to cause nuisance in the portion of the answering respondent, to resolve the nuisance. The answering respondent had started raising walls up to 3-4 ft., then the ego of the applicants became hurdle and applicants at any cost wants to stop the raising of boundary walls. At the time of construction of wall, applicants approached the answering respondent and asked to satisfy the illegal demands which were flatly refused by the answering respondent, then after four days the applicants approached various officials with false and frivolous complaints which were not sustainable, then they approached to R3, on the basis of the complaint, the officer of R3 visited the suit land and action initiated. Even after the action of the R3, the applicants could not succeed into the satisfaction of their ill desires, then filed the present application, in which the violation of the provisions of Environment Protection Act,1986, Violation of Forest Conservation Act,1980 read with violation of Indian Forest Act,1927 has been stated in a single para, and apart of that the rest of the contents of the

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entire petition are nothing but bunch of lies on the basis of a cooked up story.

SECTION 3- GROUNDS: -

In reply to para -A to para-G, it is submitted that the grounds stated in para A and B are not sustainable in view of the ground stated in para C because nothing on record to prove that the trees were removed by the R1 and those trees belong to A2. As far as principles of natural justice are concerned, the by way of present reply the answering respondents seek protection from this Hon'ble Tribunal against the illegal, false and frivolous application of the applicants.

In reply to para-D, it is submitted that nothing is on record to prove the averments regarding the ownership of A2, so A2 is not entitled to get any monetary relief from the answering respondent. In response to para-E, that the relief claimed in this clause regarding commercial compensation that is not sustainable and even there is no loss incurred to A1 and there is no environmental impact as alleged. In response to para-F it is submitted therein that civil suit bearing no. CS/355/2023 is not the subject matter of the Hon'ble Tribunal, so the allegations that there was blatant abuse of the position by R3 or violation of various sections are wrong and denied. Ground G is not related with the answering respondent.

SECTION 4- LIMITATION: -

Calls for no reply being legal paras.

SECTION 5- RELIEF SOUGHT AND PRAYER

Reliefs claimed by the applicants are not sustainable in the eyes of law as claimed. It is also not sustainable because there are so many litigations

pending between the parties CIS bearing no. CM/58/2023 titled as Braham Prakash V/S Smt. Madhu Gupta, CIS No. CM/55/2023 titled as Braham Prakash V/S Smt. Madhu Gupta, CIS No. CS/306/2023 titled as Braham Prakash V/S Smt. Madhu Gupta, CIS No. CS-387-2023 titled as Shanti Devi V/S Madhu Gupta etc. and CIS No. CMA/255/2023 titled as Madhu Gupta etc. V/S Late Prabhu Singh through SPA Vijay Pal Yadav etc. In all the cases almost, similar relief have been claimed and Vijay Pal Yadav is contesting as SPA. The applicants are also not entitled to get any relief because in the grab of civil disputes the applicants trying to give colour pertaining to violation of the provisions of NGT Act, Environment Act, Indian Forest Act and Forest Conservation Act.

The present reply has been filed through SPA Holder, Satish Prakash Gupta on behalf of the respondent no.1. Copy of SPA is annexed herewith as ANNEXURE R-1. The Aadhaar Card of respondent no.1 and 2 is annexed herewith as ANNEXURE R-2 (colly). Copy of the ownership proof of the property in favour of respondent no.1 is annexed herewith as ANNEXURE R-3. Copy of inteqal register and site plan in annexed herewith as ANNEXURE R-4. Copies of order sheets pertaining to the Civil Suits/Appeal pending in different courts between the parties to the present application are annexed herewith as ANNEXURE R-5(colly).

In view of the above, it is most respectfully prayed that Hon'ble Tribunal may kindly be pleased to dismiss the present application with exemplary cost, in the interest of justice.

Any other or further relief which this Hon'ble Tribunal may think deem fit and proper in the facts and circumstances of the present case may pass in favour of answering respondent and against the applicants.

VERIFICATION

Verified at Delhi on this day of July,2024 that the contents of para 1-6 of the preliminary objections/submissions and those of section 1 to section 5 of reply on merits are true and correct from the best of my knowledge and belief and whereas reply to section 1, 3,4 and 5 are correct and true and include points of legal opinion and legal advice. No part of it is false and nothing has been concealed therefrom.

Sign of Respondent No. 1 and 2



1. Madhu Gupta through SPA Satish Prakash Gupta



2. Ashok Kumar

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VERSUS

Smt. Madhu Gupta W/o Sh. Naresh Gupta & Ors.

... Respondents

AFFIDAVIT IN SUPPORT OF THE REPLY

I, Satish Prakash Gupta, S/o Sh. Kishan Dass, R/o H.no.391, Sector-104, Gurgaon, Haryana-122001, do hereby solemnly affirm and declare as under:

1. That I am the SPA Holder of Respondent no.1 in aforesaid application and as such conversant with the facts of the case and I am competent to swear this present affidavit.

That the accompanying reply has been drafted by my counsel under my instruction. The contents of the same are true and correct to the best of my knowledge and may be read as part and parcel of the present affidavit and are not repeated for the sake of brevity.



[Signature]

DEPONENT

VERIFICATION-

Verified at Delhi on this 19 5 JUL 2024 day of July, 2024 that the contents of the aforesaid affidavit are true and correct to my knowledge. No part of it is false and nothing has been concealed therefrom.

[Signature]

DEPONENT

ATTESTED
[Signature]
NOTARY PUBLIC
DELHI (INDIA)

19 5 JUL 2024

[Signature]
I have identified the deponent with
has Signed in my presence

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DEPONENT

BEFORE THE NATIONAL GREEN TRIBUNAL
FARDIKOT HOUSE. COPERNICUS MARG, NEW DELHI-110001
O.A. NO. 740/2023

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...Petitioners/Applicants

VERSUS

Smt. Madhu Gupta W/o Sh. Naresh Gupta & Ors.

... Respondents

AFFIDAVIT IN SUPPORT OF THE REPLY

I, Ashok Kumar, S/o Sh. Kuldeep Singh, R/o Tarapatti, Near Shiv Mandir, Khandsa, Gurgaon, Haryana-122004, do hereby solemnly affirm and declare as under:



1. That I am Respondent no.2 in aforesaid application and as such conversant with the facts of the case and I am competent to swear this present affidavit.
2. That the accompanying reply has been drafted by my counsel under my instruction. The contents of the same are true and correct to the best of my knowledge and may be read as part and parcel of the present affidavit and are not repeated for the sake of brevity.

DEPONENT

VERIFICATION-

Verified at Delhi on this 15 JUL 2024 day of July, 2024 that the contents of the aforesaid affidavit are true and correct to my knowledge. No part of it is false and nothing has been concealed therefrom.

ATTESTED

NOTARY PUBLIC
DELHI (INDIA)

15 JUL 2024

DEPONENT

Ashok Kumar
I, Ashok Kumar, S/o Sh. Kuldeep Singh, R/o Tarapatti, Near Shiv Mandir, Khandsa, Gurgaon, Haryana-122004, do hereby solemnly affirm and declare as under:
I have read the deponent's affidavit and have signed in my presence.

ANNEXURE-R-1**SPECIAL POWER OF ATTORNEY**

know all men by these presents that I, Madhu Gupta (Aadhar No. 3274 0513 2422 & Pan No. AEQPG8724F) W/o Mr. Naresh Gupta S/o Sh. Maturam R/o H No. 973, Sector-15 Part-2, Gurugram, Haryana, do hereby constitute, appoint, nominate and authorize Mr. Satish Gupta (Aadhar No. 4548 4518 8289) S/o Sh. Kishan Dass R/o H No. 391, Sector-10A, Gurugram, Haryana as my true and lawful Special Power of Attorney

1. To engage or appoint any legal practitioner/advocate to conduct the aforesaid civil case or any other related case or appeal upto the Hon'ble Supreme Court of India.
2. To sign, verify and file any cases, appeals, revision, petition etc. in my name or any reply, W.S. Replication, affidavit, undertaking, statement in court on my behalf in such court.
3. To make and present to the court any application, reply or rejoinder in connection with the proceedings in the said suit or any other incidental or related suit or execution for



issuance of warrant of possession, attachment, taking possession in execution on my behalf

4. To produce or summons or receive back the documentary evidence, original documents, any amounts etc. on my behalf.
5. To make statement on oath, file affidavit, compound cases and file compromise applications etc. as confession of judgment and refer the same to arbitration etc. etc.
6. To deposit and withdraw any money for the purpose of the proceeding cases.
7. To file an application for execution and to execute a decree or order passed in the said case and to sign and verify such applications.
8. To receive any money due to me under such decree or order and to certify payment to the court, to take possession, keys etc. on my behalf and to visit Police Station or any concerned authorities in this regard for purposes of execution.
9. To apply for inspection and inspect documents and records.
10. To obtain copies of documents and papers.
11. Generally to do all other lawful acts necessary for the conduct of the civil as well as any other cases on my behalf or any matter incidental thereto.

I hereby agree that all acts, deeds and things lawfully done by my said attorney shall be construed as acts, deeds and things done by me and I undertakes to rectify and confirm all and whatsoever that my said attorney shall lawfully do or cause to be done for me by virtue of the powers hereby given.



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IN WITNESS WHEREOF I, the executant have signed this Deed
on this _____ day of March, 2024

WITNESSES:

1.

Madhu Gupta
Madhu Gupta
(EXECUTANT)

2.

Sh. Satish Gupta
Sh. Satish Gupta
(SPECIAL ATTORNEY)

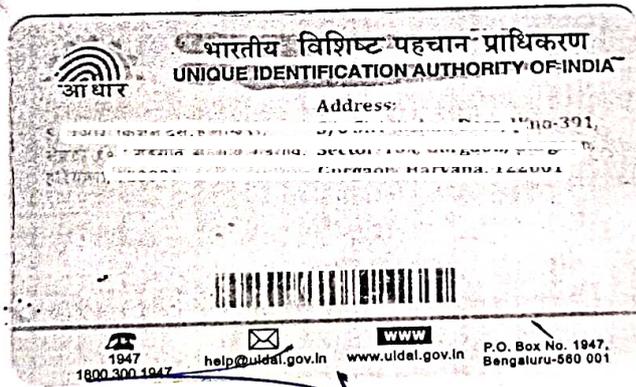
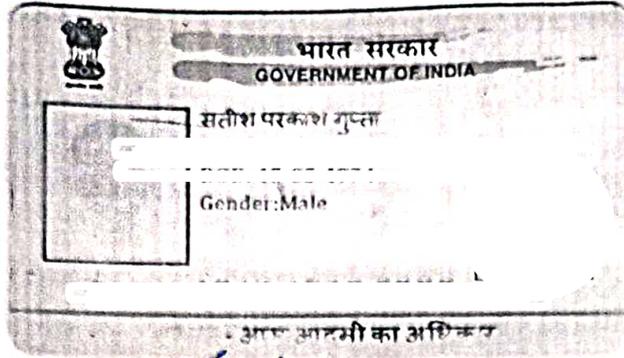


ATTESTED
Madhu
PERIOD: 1 MAR 2024
Notary Public
Government of India
New Delhi, INDIA
U. Commission No. 13-2023

NOTARIAL REGISTER
Page No. 84
SI No. 20-3-2024

ANNEXURE-R2

14



Unique Identification Authority of India



पंजीकृत

उपनाम

पंजी, 04

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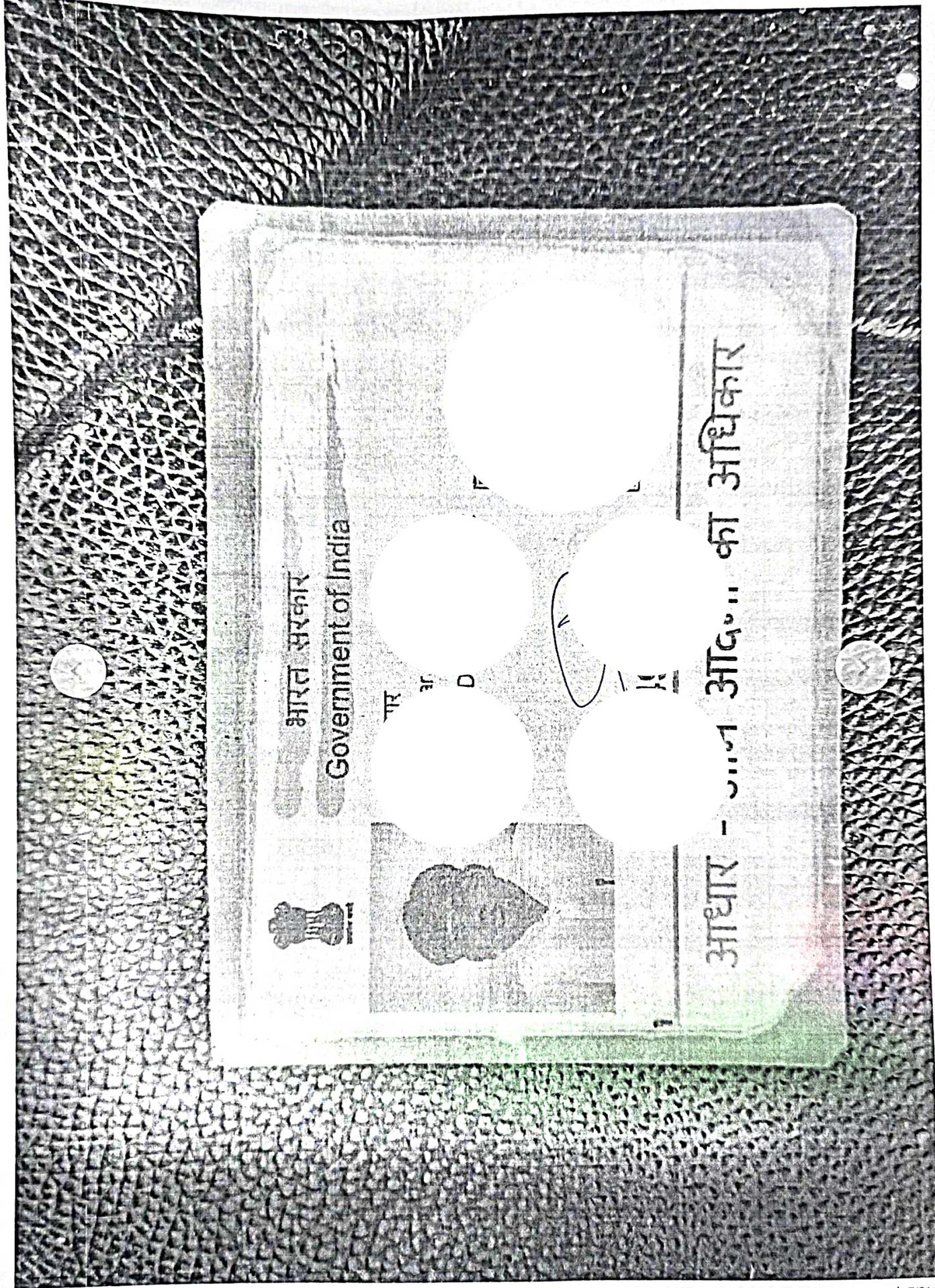


help@uidai.gov.in



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1/16



ANNEXURE R-3

17

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date: 06/01/2023

Certificate No. GOF2023A2026
GRN No. 98008620

Stamp Duty Paid: ₹ 405500
Penalty: ₹ 0

Seller / First Party Detail

Name: Pawan Kumar
H.No/Floor: Na
City/Village: Dhana
Phone: 99*****87

Sector/Ward: Na
District: Gurugram
Others: Smt santra devi

LandMark: Na
State: Haryana

Buyer / Second Party Detail

Name: Madhu Gupta
H.No/Floor: 973
City/Village: Gurugram
Phone: 99*****87

Sector/Ward: 15
District: Gurugram

LandMark: Part 2
State: Haryana

Purpose: Sale Deed

3345
10/01/2023

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

किस्म वसीका

बयनामा

मालयती : मुबलिक: 81,00,000/- रूपये
स्टॉम्प : मुबलिक: 4,05,000/-रूपये
स्टाम्प न0/ तारीख : GOF2023A2026 दिनांक 06.01.2023
GRN NO : 98008620
मौजा : जनौला
रकबा : 11 कनाल 1 मरला सालम
Resid No. : 0098008895
मद न. : 30

हमके पवन कुमार (आधार न. 3325-2269-2022 PAN NO-DVAPK4846N)
पुत्र पृथ्वी सिंह पुत्र नारायण सिंह 53/113 भाग व श्रीमती सन्तरा देवी (आधार
न. 3914-3305-3963 PAN NO-EQQPS7419H) पत्नी ईश्वर सिंह पुत्र

दादा-सुभास



पुनः
सुभास

प्रलेख क्र.:3345

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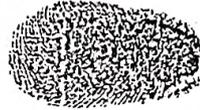
पंजीकरण दिनांक:10-01-2023

वसीका संबंधी विवरण	
वसीका का नाम SALE URBAN AREA WITHIN MC	स्थित- Agriculture
तहसील/सब-तहसील- पटौदी	गांव/शहर- Janola
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर	अन्य क्षेत्र
पता : JANOLA	
धन संबंधी विवरण	
राशि- 8100000 रुपये	कुल स्टाम्प शुल्क- 405000 रुपये
स्टाम्प नं- G9F2023A2026	स्टाम्प का मूल्य- 405000 रुपये
रजिस्ट्रेशन फीस- 45000 रुपये	वेस्टिंग शुल्क- 3 रुपये
	सेवा शुल्क- 200
द्वारा तैयार किया गया- NAHAR SINGH CHAUHAN ADV.	
भूमि का विवरण	
कृषि चाही	11 Kanal 1 Marla

यह प्रलेख आज दिनांक 10-01-2023 दिन मंगलवार समय 1:21:00 PM बजे श्री/श्रीमती/कुमारी पवन कुमार पुत्र पृथ्वी सिंह श्रीमति सन्तरा देवी पत्नी ईश्वर सिंह दिवान द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

पवन कुमार श्रीमति सन्तरा देवी 45/3/4/12



उप/संयुक्त पंजीयन अधिकारी (पटौदी)

श्रीमती रजिस्ट्रार

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है, इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 10-01-2023

45/3/4/12



उप/संयुक्त पंजीयन अधिकारी (पटौदी)

पवन कुमार श्रीमति सन्तरा देवी

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी MADHU GUPTA पत्नी NARESH GUPTA हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों की मुजकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेग देन का स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी VEDPARKASH LAMBARDAR पिता — निवासी JANOLA GGM व श्री/श्रीमती/कुमारी ASHOK पिता KULDEE SINGH निवासी KHANDSA GGM ने की।

सामग्री सं. 1 का हग नम्बर/टाटा/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

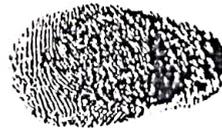
दिनांक 10-01-2023

उप/संयुक्त पंजीयन अधिकारी (पटौदी)



दीपचन्द 60/113 निवासीगण ढाणा तहसील व जिला गुरुग्राम, हरियाणा के हैं। जोकि हम अराजी जरई खेवट/खाता न० 234/263 गु०/खरारा/किला न. 44//25/3(6-2), 45//21/3(4-0), 22/1/3/1(0-19), किता 3 रकबा 11 कनाल 1 मरला सालम वाका मौजा, जनौला तहसील पाटौदी, जिला गुरुग्राम की रुह से मालिकान व काबिजान बरुवे जमाबन्दी साल 2021-2022 कि रुह से है। उपरोक्त अराजी पर किसी प्रकार का भार सरकारी व गैर सरकारी नहीं है तथा उपरोक्त अराजी कुर्क एकवायर निलाम शुद्धा ना है तथा कोई कोर्ट कंश आदि विचाराधीन ना है ना ही किसी अन्य व्यक्ति से उपरोक्त अराजी की वावत सौदा - बय तथा पट्टानामा, रहननामा, ईकरारनामा मुहादय बय, हिव्येनामा, तबादलानामा, रिलिजडीड, ट्रास्फरडीड व अन्य किसी प्रकार का कोई भी दस्तावेज हस्ताक्षरित व पंजीकृत नहीं कराया है। अतः उपरोक्त अराजी हर प्रकार के भार से पाक व साफ है। अब हमे घर खर्च व तरक्की दीगर जायदाद वगैरा के लिए रुपयों की जरूरत है इसलिए आज हम अपने पूर्ण होश हवास में अपनी मर्जी व खुशी से उपरोक्त अराजी रकबा 11 कनाल 1 मरला सालम को मय तमाम हक हकुक के मय दाखली खारिजी समेत के बदले मुबलिक: 81,00,000/-रुपये (ईक्यासी लाख रुपये) बिलमुक्ता जिसके आधे 40,50,000/- रुपये होते है, बदस्त - श्रीमती मधु गुप्ता (आधार न. 3274-0513-2422 PAN NO-AEQPG8724F) पत्नी नरेश गुप्ता पुत्र मातुराम निवासी मकान न. 973 सैक्टर 15 पार्ट-2 गुरुग्राम को मय मलकियत हक-हकुक दाखली खारिजी समेत बैय व कतई फरोक्त कर दिया है। कुल जरे वैय तमाम मुबलिक: 81,00,000/-रुपये (ईक्यासी लाख रुपये) इस प्रकार वसूल पाये कि:-

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Reg. No.

Reg. Year

Book No.

3345

2022-2023

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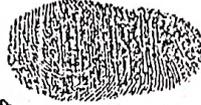


विक्रेता

क्रेता

गवाह

पवन कुमार



उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- पवन कुमार श्रीमति सन्तरा देवी

क्रेता :- MADHU GUPTA Madhu

गवाह 1 :- VEDPARKASH LAMBARDAR Ved Parkash

गवाह 2 :- ASHOK

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3345 आज दिनांक 10-01-2023 को बही नं 1 जिल्द नं 163 के पृष्ठ नं 96.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1781 के पृष्ठ संख्या 73 से 74 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा-मेरे सामने किये हैं।

दिनांक 10-01-2023



उप/सयुक्त पंजीयन अधिकारी(पटौदी)

क्र	रकम	दिनांक	बैंक	बैंक/DD
1.	40,09,500/-	07.01.2023	AXIS BANK	016821
2.	40,09,500/-	07.01.2023	AXIS BANK	016821

1	40,500/-	05.01.2023	TDS	चालान न.39540
2	40,500/-	05.01.2023	TDS	चालान न.13963

की रूह से वसूल पा चुके हैं। अब कोई लेन- देन खरीदार कि तरफ वकाया नहीं है। मौके पर कब्जा देकर खरीदारग को अपने जैसी मालिका व काबिजा बना दी हैं। जिस तरह चाहे काम मे लावे उजर व एतराज ना होगा। इन्त बयनामा का ईन्तकाल दर्ज व मन्जूर कर दिया जाए। इस बैयनामा का तनान हर्जा खर्चा मजकूर खरीददार ने किया है। इसलिए किसी नूक्स कानूनी या गलत ब्यानि व मलकियत के सवाल पर उपरोक्त बय शुद्धा रकबा खरीददार के हक से निकल जाएगा तो समेत हर्जा खर्चा खरीददार को वापिस अदा करने के पांबद रहेगे। यह कि इस बयनामा मे सरकार के प्रचलित किसी भी कानून का उल्लंघन नहीं हुआ है। यदि उल्लंघन पाया गया तो हम बाया व हमारे वारिस्तान अपने खर्च पर दस्तावेज तहरीर और तकमील ततीमा रजिस्ट्री करवाने के पाबन्द रहेगे। जिससे कि सभी ऐतराज खत्म हो जायें। दोनों पक्षों इस बैयनामा को यह समझ लिया है और बिलकूल सही है। दोनों पक्षों ने रूबरू गवाहान अपने-अपने

पक्ष १ भाई



दस्तावेज अगुंठे किए हैं। हम और हमारे कानूनी चारसामन इस तहरीर के पाबंद रहेंगे। अतः यह बैयनामा सुनकर व रागड़ा कर लिख दिया कि सानद रहे और समय पर काम आवे। तारीख तहरीर:-10.01.2023

Nahar Singh Chaulian
Advocate
Distt. & Session Court
Gurugram

अबने पुत्रा
बाया-



Maslin
खरीदार

गवाह:-1 Ved Parkash
वेदपार्कश नम्बर 10
जनेना

गवाह:-2
अशोक पुत्र कुली
दि 140
रवा 1000
ग 1000

23



सर्वोच्च न्यायालय
अदालत
पटना
बिहार



सर्वोच्च न्यायालय
अदालत
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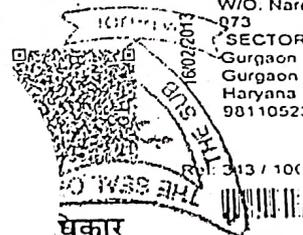


INDIA

नामान

J122034/00756

To,
श्री श्री,
Madhu Gupta
W/O. Naresh Gupta
973
SECTOR-15 PART
Gurgaon
Gurgaon Far
Haryana 17
98110523



343 / 100

आप्त

धकार

सरकार आयकर विभाग
GOVT. OF INDIA INCOME TAX DEPARTMENT

र
DIA



नाम
MADHU GUPTA



नाम
BISHAN DASS G

दिनांक
20/04/1969

आयकर
INCOME TAX
PAWAP...

सरकार
INDIA



CNR No: HRGR010175542023

CIS No: CMA/255/2023

MADHU GUPTA ETC VS LATE PRABHU SINGH THROUGH SPA
VIJAY PAL YADAV etc.

Present: None.

Case file taken up today as on 25.03.2024 & 26.03.2024
have been declared holidays on account of Festival of Holi. Now the
case is adjourned to 08.07.2024 for purpose as already fixed. All
concerned parties and their counsels be informed accordingly.

Date of Order: 15.03.2024
(Geetu, Stenographer Gr.II)

(Mona Singh)
ADJ/ASJ/MACT,
Gurugram.UIDCodeno. HR 0232

27

CNR No. HRGRB00005552023

CIS No. CM/58/2023

Braham Prakash Vs. Smt. Madhu Gupta

Present: Sh. Vijay Pal Yadav, SPA Holder in person on behalf of plaintiff
No.1/applicant.

Today the case is fixed for consideration on application for recalling the order dated 03.08.2023. Heard on application filed by the applicant for recalling the order dated 03.08.2023. Now to come up on 07.08.2024 for consideration.

Sanyendra

(MUKESH KUMAR)
Civil Judge (JD)
Pataudi/22.05.2024
UID-HR0400

CNR No. HRGRB00005352023

CIS No. CM/55/2023

Braham Parkash Vs. Smt. Madhu Gupta

Present: Sh. Vijaypal Yadav SPA Holder in person with Sh. Sanjay Kumar
Yadav Advocate for applicant.

Today the case is fixed for arguments on application for additional pleadings under Order VI Rule 17 of CPC read with section 151 of CPC to earlier application dt. 10.08.2023 and for recall of the order dt. 03.08.2023. Heard on application filed by the applicant for recalling the order dated 03.08.2023. Now to come up on 07.08.2024 for consideration.

satyendra

(MUKESH KUMAR)
Civil Judge (JD)
Pataudi/22.05.2024
UID-HR0400

29

CNR No. HRGRB00004102023

CIS No. CS/306/2023

Braham Parkash Vs. Smt. Madhu Gupta

Present:- Sh. Bhim Singh Phalswal, Advocate for plaintiffs No.1 & 2.
Sh. Vishal Singh Chauhan, Advocate for defendant.

Today the case is fixed for filing replication and for consideration on framing of issues. Learned counsel for the plaintiff appeared and orally stated that the plaintiff does not want to file any replication in the present case. Heard. Now, case is adjourned to 07.08.2024 for consideration on framing of issues.

(MUKESH KUMAR)
Civil Judge (JD)
Pataudi/22.05.2024
UID-HR0400

Sarvendra

CNR No: HRGRB00004732023

CIS No: CS/355/2023

OM PRAKASH VS MADHU GUPTA etc.

Present:- Sh. S.K. Yadav, Advocate for plaintiff
Sh. V.S. Chauhan, Advocate for defendants No. 1 & 2.
Sh. Rakesh Kumar, Range Officer officer for defendant No. 3 in
person.
Sh. Sunil Kumar, GP for defendants No. 4 to 7.

Today the case was fixed for plaintiff evidence. No PW is present.
Ld. counsel for the plaintiff requested time for the same. Heard. On request,
case is adjourned to 24.07.2024 for plaintiff evidence.

(Tarannum Khan)
ACJ(SD),Pataudi
UID No:- HR-0360

Date of order:-24.04.2024
Sunil Kumar SG-III

3/

CIS No. CS-387-2023

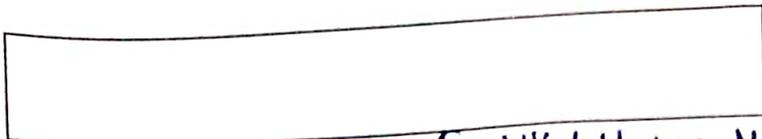
Shanti Devi Vs. Madhu Gupta etc.

Present: Sh. Sanjay Kumar Yadav, Advocate for the plaintiff.
Sh. V.S. Chauhan, Advocate for defendants No. 1 and 2.
Ms. Monika, GP for defendants No. 3 to 7.

Previous cost of Rs. 2000/- paid. Today, the case was fixed for filing written statement on behalf of defendants No. 3 and 4. Written statement on behalf of defendant No. 3 filed. Written statement on behalf of defendant No. 4 not filed. Sh. Vijay Pal Singh Yadav appeared before the Court and suffered a separate statement to the effect that do not mind taking some time to filing the written statement of defendant no. 4. P. Gurugram. Adjournment requested with cost of Rs. 1,000/- upon defendants No. 4 to be deposited in SDLSA, Pataudi. Now, the case is adjourned to 12.07.2024 for filing written statement on behalf of defendant No. 4 and replication defendant no. 3. It shall be the last opportunity. Stands intact.

Date of Order: 15.03.2024
(Sahil Singh, SG-III)

(Mohammad Sageer)
CJ(JD)/Pataudi
UID No. HR-0381



IN THE COURT OF Before The NGT, Faridkot House, New Delhi.

Suit/Appeal No. OA No 740/2023 JURISDICTION OF 201

In re:-

Vijay Pal Singh Yadav & Ors Plaintiff(s) or Petitioner(s)
Appellant(s) Complainant(s)

VERSUS

Smt Madhu Gupta & Ors Defendant (s)/ Respondent(s) / Accused Know all to whom
these Present shall come that I/we Satish Prakash Gupta SPA
Holder of Respondent No-1 Madhu Gupta
The above named Respondent No-1

do hereby appoint
A.K. Jha Adv.
264, Civil wing, MC, Delhi-54.

(herein after called the advocate/s) to be my /

To act, appear and plead in the above
may be tried or heard and also in the appellate
for each court by me/us.

To sign file, verify and present plea
revision, withdrawal, compromise or other peti
or proper for the prosecution of the said case in



authorize him:-

court in which the same
payment of fees separately
M. 9990904350
ns for executions review,
may be deemed necessary
for each stage.

To file and take back documents, to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences of disputes
that may arise touching or in any manner relating to the said case.

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all
other acts and things which may be necessary to be done for the progress and in the course of the
prosecution on the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and
authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the
power of attorney on our behalf.

And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or
his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/we undertake that I/We or my/our duly authorized agent would appear in court on all
hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the
result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he
shall receive and retain for himself.

And I/we undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us
to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case
until the same is paid up. The fee settle is only for the above case and above Court. I/We hereby agree that once
the fee is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case
prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have
been understood by me/us on this 12th Day of July, 2024 accepted subject to the terms of
the fees.

Advocate

Client

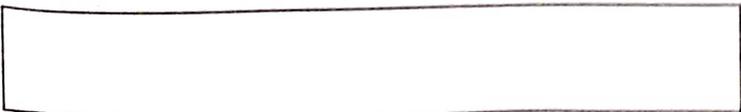
Satish Prakash Gupta
Client

Anand

I Identify the Signature/Thumb Impression of Below Mentioned Person,

Signed in My Presence. The Client.

SATISH PRAKASH
GUPTA
9250001300



IN THE COURT OF Before the NGT, New Delhi.

Suit/Appeal No. OA No - 740/2023 JURISDICTION OF 201

In re:- Vijay Pal Singh Yadav & Am. Plaintiff(s) or Petitioner(s)

Appellant(s) Complainant(s)

VERSUS

Madhu Gupta & ors. Defendant (s)/ Respondent(s) / Accused Know all to whom these Present shall come that I/we Ashok Kumar

Respondent No 2.

The above named.....

do hereby appoint

A.K. Jha Adv.
264 Civil wing, TMC Delhi-54
M-9990904350

(herein after called the advocate/s) to be my / our Advocate in the above - noted case authorize him:-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High Court, subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, revision, withdrawal, compromise or other petitions or proper for the prosecution of the said case in all it



executions review, deemed necessary ch stage.

To file and take back documents, to admit a

ty.

To withdraw or compromise the said case or that may arise touching or in any manner relating to the said case.

disputes

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution on the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/we undertake that I/We or my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he shall receive and retain for himself.

And I/we undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settle is only for the above case and above Court. I/We hereby agree that once the fee is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 12th Day of July 2024 Accepted subject to the terms of the fees.

Advocate

Alexander

Client

[Signature]
Client

I Identify the Signature/Thumb Impression of Below Mentioned Person,

Signed in My Presence. The Client.

9911995527