

**BEFORE THE HON'BLE LOKPAL OF PUNJAB AT CHANDIGARH.**

**Complaint No. \_\_\_\_\_ 2021**

Bir Devinder Singh, aged 72 years Ex. Deputy Speaker, Punjab Vidhan Sabha, Resident of Sewa Sadan (2-A) Dhillon Marg, Model Town, Patiala (Punjab) 147001

**..Complainant**

**Versus**

1. State of Punjab, through its Secretary, Department of Home Affairs & Justice.
2. Principal Secretary Govt. of Punjab, Department of Industries & Commerce, Civil Secretariat, Chandigarh.
3. Principal Secretary Govt. of Punjab, Department of Finance, Punjab Civil Secretariat, Chandigarh.
4. Director General of Punjab Police, Sector 9, Chandigarh.
5. Deputy Director, Directorate of Enforcement (Prevention of Money Laundering Act), Govt. of India, The Mirage, 556-B, Cool Road Jalandhar, Punjab.
6. Regional Special Director, Enforcement Directorate, Chandigarh.
7. Sh. Sunder Sham Arora, Cabinet Minister, Industries and Commerce, Punjab.
8. MD and All Members of the Board of Directors of PSIEC (Punjab Small Industries & Export Corporation) Udyog Bhawan, Sector 17-A, Chandigarh.
9. S.P. Singh, CGM (Estate/Planning/RM) of PSIEC, Udyog Bhawan, Sector 17-A, Chandigarh.
10. MD Punjab INFOTECH (Punjab Information & Comm. Technology Corporation LTD.) 5th-6th Floor, Udyog Bhawan, Sector-17, Chandigarh.

11. GRG Developers and Promoters LLP, Plot No.827 Industrial Area Phase II Chandigarh through its director.
12. Asset Reconstruction Company (India) Ltd. (ARCIL) through its Authorised Officer r/o The Ruby, 10<sup>th</sup> Floor, 29, Senapati Bapat Marg, Dadar (West), Mumbai.

### **..Respondents**

Complaint with the prayer to call the entire record concerning the fraudulent sale/auction of 31 acre of prime land of liquidated JCT Electronics in Mohali, District SAS Nagar by Punjab Small Industry and Export Corporation (PSIEC) and thereby the State Government has incurred a loss of Rs. 400 Crores due to the said deal.

And

To handover the investigation of the case to the CBI for scanning and scrutinizing the role of respondent no. 7 to 12 who by misusing his official powers for wrongful gains caused huge loss to the Public exchequer by said fraudulent sale by Punjab Small Industry and Export Corporation (PSIEC) and therefore, FIR be registered immediately against the erring officers including the respondent no.7.

AND

Direction be issued to the State Government through Chief Secretary, Govt. of Punjab that the fraudulent sale of the property in question be set aside and during the pendency of present complaint status quo in regard to property be maintained.

OR

Any other order or relief to which this Hon'ble Court may deem fit & appropriate in the light of the peculiar facts and circumstances of the present complaint.

**Respectfully Showeth:-**

1. That succinct factual narrative as would be pleaded in the present complaint culminating from the record as well as from various news item, the complainant has come to know regarding the disposal of the government land at the behest of respondent no. 7, who while indulging in illegal means for his own benefit, has given the property to a newly formed company i.e. respondent No. 11 by adopting illegal means and thereby earned crores of rupees and thus, these allegations need to be gone into by your goodself minutely with clinical precision, so that truth can come out. Although various other persons have also already raised their voices against the said scam of crores of rupees and has even resorted to various remedies, but

unless and until the matter would not be scanned and scrutinized by your good self, nothing tangible can be done, as the highly placed Cabinet Minister is directly involved in the said scam. Thus, needs warranted to bring them to book by initiating the appropriate proceedings keeping in view the following facts and circumstances, which are being narrated hereunder with the further request that much more misdeeds would be available, if your good self will immediately take over the entire record.

2. That the brief facts of the case are as under:
  - i. That the plot no. 32 at focal point Phase 8. Mohali, District SAS Nagar is belonging to Punjab InfoTech and the same was allotted to JCT Electronics in the year 1984. Out of the said land, at the first instance land measuring 31 Acres (1,50,400 Sq. yards), wherein, subsequent area measuring 3,33,445 Sq. Feet was constructed for industrial activities as per concessional terms & conditions with the objective to promote industrial development in Punjab.
  - ii. That in the year 2002, the industrial unit fell down and as a consequences thereof liquidator was appointed to manage the assets and liabilities of the industry, who in haphazard manner delegated and assigned its obligations to Assets

Reconstruction Company India Limited (ARCIL), therefore, the said company for sale of immovable assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI) Act, issued E-auction sale notice dated 04.01.2020 to sell the property on 21.01.2020 of JCT Electronics i.e. land measuring 1,50,400 Sq. Yards & building measuring 3,33,445 Sq. feet, the reserve price was fixed as Rs. 90.50 Crore on the basis of "As is where is", "as is what is", and "whatever there is", without conducting the valuation of the property. In the notice, the encumbrance known to ARCIL was Rs. 25.73 Crore. Furthermore, Punjab Info Tech have also submitted a claim of Rs. 2,75,06,520/- on account of enhancement compensation and thus, a claim of demand of unearned increase of Rs. 123.18/- crore totalling Rs. 125.93 crore was there before the official liquidator, Punjab and Haryana High Court Chandigarh. Copy of the said Public Sale Notice is attached herewith as **Annexure C-1**.

- iii. That although vide Public Sale Notice dated 04.01.2020 the date for the sale was fixed for 21.01.2021 and on the said date the property was not sold, then on 31.01.2021 on the instance of Resp. no. 7, the respondent No. 11 company was formed

and on the same day i.e. on 31.01.2021 a corrigendum was published referring the Public Sale Notice dated 04.01.2020 and the last date of submissions of bid was extended to 17.2.2020 so as to enable the respondent no. 11 i.e, GRG Developers and Promoters LLP to participate in the said e-auction, whereas a fresh public sale notice was required to be published. Thus, the fraud for causing loss to public exchequer can be gathered from the fact that the date for submission of bids was extended after the date of sale had already lapsed, just to enable resp. no. 11 company to participate in the auction sale. This extension was due to abuse of position by Sh. Sunder Sham Arora, Minister Industries & Commerce i.e. respondent No. 7. Also, the malpractice in the sale of assets can be judged from the fact that for the sale of such a valuable property, the public notice was ill intentionally given in less circulated newspaper i.e. The Business Standard (English) and Aj Di Awaj. Copy of the corrigendum dated 31.1.2020 is attached herewith as **Annexure C-2**.

- iv. That the date for sale through e-auction was extended vide corrigendum, dated 31.01.2020 and a new company GRG Developers & Promoters Limited i.e, respondent no.11 came into existence on the same day i.e. on 31.01.2021, whereas per

provisions of the Act, the fresh Public Sale Notice was required to be published as the earlier Public Sale Notice had already lapsed on 21.01.2020. The respondent no. 11 company was incorporated for the sole purpose of participating in the said auction so as to appropriate the said property at throw away price causing loss to the Public Exchequer to the tune of more than Rs. 400 crores. That in pursuance of this plan, respondent no. 11 appeared as the sole bidder during the said sale. This newly incorporated Respondent Company purchased this prime located property at a meagre price of Rs. 90.56 Crores whereas market price of the property was more than Rs. 450 Crore. Certificate showing the date of incorporation of the Respondent no. 9 company is annexed herewith as **Annexure C-3**.

- v. That the incorporation of respondent No. 11 & publishing the corrigendum to facilitate it to buy the property at throw away price had been possible due to exercise of influence and abuse of position by respondent no. 7 minister namely Sh. Sunder Sham Arora. The respondent No. 11 company is in fact is related to Sh. Sunder Sham Arora and therefore, the entire sale proceedings were conducted in such a way so to cause undue

gain to Resp. No. 11 company. In pursuance of this Resp. no. 7 even managed the publication of the corrigendum instead of public sale Notice in such a manner that only the said company could be the sole successful bidder and eventually that has happened.

- vi. That to further validate the involvement of Sh. Sunder Sham Arora in the whole design, it is submitted that at his asking, the favour was given to the bidder company i.e. respondent No. 11 and thereby, only Rs. 45 Crores instead of Rs. 90.56 Crore were got deposited to the ARCIL and payment of remaining amount of Rs. 45.28 Crores was deferred and even the sale formality was completed in favour of the bidder. Even the possession was also given to the bidder Company, who started selling the land by converting the same in small plots in the name of GRG Cyber hub, at the rate of Rs. 30,000 per sq. yard, whereas the respondent no. 11 has got no NOC from the PSIEC in regard to the same. For that purpose, the respondent No. 11 company even has published a brochure and also put the same on the website, which has now been removed as the issue of scam was brought to light by whistle blowers.



- vii. That it is submitted that the respondent No. 11, company intended to sell the land at Rs. 465.00 Crores after purchasing the same at Rs. 90.56 Crores in the project name of GRG Cyber at the instance of respondent no.7. It is also not out of place to mention here that the respondent No. 11 has not even deposited the entire amount and out of the bid amount of Rs. 90.56 crores, only Rs. 45 Crores have been paid till now & remaining sale consideration has not been deposited even after a period of more than 18 months, whereas per the provisions of the SARFAESI Act in which the property was sold, the 25% of the sale amount has to be deposited within 24 hours and remaining 75% amount has to be deposited within 15 days, otherwise the amount of earnest money would be forfeited.
- viii. That in contravention to the provisions of the SARFAESI Act 2002, respondent no. 8 extended the time for the payment of balance sale consideration of Rs. 45.28 crores till March 13, 2021, but even then the payment was not deposited on the said date. What makes this entire auction proceedings a scandal is the fact that respondent no. 8 i.e., PSIEC did not stake a claim to Rs 161 crore as the unearned profit to be paid on the sale of the property. It, instead, agreed to claim just Rs

45.28 crore against the claim of Rs. 161 Crores of Unearned increase and that too after the passing of more than a year after the sale. The decision was taken in the 293rd meeting of the Board of Directors of PSIEC, without referring the matter to the Finance Department or to the AG for a second opinion. It is pertinent to mention here that the market value of the property is more than Rs. 450 Crore but PSIEC agreed to sell the property at meagre price of Rs. 90.56 Crores.

- ix. That when the matter was flared up adequately in the media, then the Chief Minister had himself sought the legal opinion from the Advocate General on the said deal/fraudulent sale of 31 acre land of the JCT Electronics for Rs. 90.56 Crore to private realtor. Accordingly the opinion was given by the AG of Punjab which is highlighted here under:-

*“To my mind, neither the officers of Punjab Infotech and PSIEC, nor the Department of Industries performed due diligence to ascertain the manner/procedure for arriving at a valuation on unearned increase income and far from asserting the right under the lease deed, proceeded solely in the above arbitrary manner. Given the way the file was presented for approval to the State of Government- “It is in the financial interest of the Corporation to accept the*

*same" giving it an emergent color warranting immediate action, the approval so given by the state Government on March 26, after taking approval from MD PSIEC, ACS Department of Industries and Minister of Industries, the PSIEC had issued letter to GRG Developer and ARCIL."*

The said opinion was published in the newspaper Indian Express on 27.07.2021, which clearly shows that while putting the said property on sale the procedure was not followed by the authorities to give undue advantage to the respondent No. 11 which caused undue loss to the government exchequer, which can be perused from the above noted opinion of the Advocate General of Punjab. Copy of the said news clipping having the opinion is annexed herewith as **Annexure C-4**.

- x. That now the Finance Ministry has also after due consideration has found the said deal/sale of 31 Acre land as illegal and has issued a letter to the Industrial department to cancel the said deal of the property as the same has been found to be fraudulent & in violation of the law, which was published in the various newspapers. As per said news the Finance Ministry in its letter has instructed the Department of Industries to cancel the said auction as the fraudulent sale has caused a loss of at least

Rs. 125 Crores to the Public Exchequer. Copy of the news in this regard is attached herewith as **Annexure C-5**.

3. That the property has been illegally sold under the provisions of SARFAESI Act, whereas the provisions of the said act are not applicable on the facts of the present case as the property was given by the industry department to the JCT Electronics on lease and huge unearned profit as well stake of the government was involved in it. The JCT Electronics, to whom the property was given under lease, had gone into the liquidation and therefore under such circumstances only liquidator had power to sell the property under the provisions of Company's Act. But in present case the property has been illegally sold under the SARFAESI Act to give undue advantage to the Respondent no. 11 on the instance of respondent No. 7.
4. That the date for the sale vide a Public Sale Notice dated 04.01.2020 was fixed for 21.01.2020 but as no sale occurred on that day and therefore, for sale after the lapse of the said date fixed fresh Public Sale Notice was required to be published in two leading newspaper but in this case no such fresh notice was issued rather corrigendum was published extending the date for submission of bids after the date of sale had already lapsed. Thus, this is in direct

contravention to the law and in violation to provisions of the SARFAESI Act as the sale was conducted without issuing any Public Sale Notice.

5. That the incorporation of the respondent no. 11 company i.e., GRG Developers & Promoters LLP on 31.01.2020 i.e., on the same day on which the corrigendum extending date of submission was published is not a coincidence but a part of the predetermined plan. This clearly proves that the Resp. No. 11 company was incorporated for the sole purpose of taking part in the fraudulent sale at the instance of respondent No. 7 i.e. Sh. Sunder Sham Arora, who is Industries and Commerce Minister in the Govt. of Punjab and therefore, he abused his position to cause undue advantage to respondent no. 11 to which he is related.
6. That it also not out of place to mention here that the property has been sold to the respondent No. 11 i.e. M/s GRG Developers & Promoters by violating the relevant rules & provisions of the Act. The relevant provisions which are violated while selling the property are as under:

**Rule 8(5) of the Securitisation Act:**

As per rule 8(5) of the SARFAESI Act, the valuation of the property was required to be conducted, but in the present case, to give undue advantage to the respondent No. 11, valuation of the property was not conducted. The relevant rule is reproduced here below:

*8(5) Before effecting sale of the immovable property referred to in sub-rule (1) of rule 9, the authorised officer shall obtain valuation of the property from an approved valuer and in consultation with the secured creditor, fix the reserve price of the property and may sell the whole or any part of such immovable secured asset by any of the following methods:-*

*(a) by obtaining quotations from the persons dealing with similar secured assets or otherwise interested in buying the such assets; or*

*(b) by inviting tenders from the public;*

*(c) by holding public auction including through e-auction mode; or]*

*(d) by private treaty.*

*Provided that in case of sale of immovable property in the State of Jammu and Kashmir, the provision of Jammu and Kashmir Transfer of Property Act, 1977 shall apply to the person who acquires such property in the State.*

**Rule 8(6) & 8(7) of the Securitisation Act:**

As per rule 8(6) of the SARFAESI Act, the public sale notice is required to be published in two leading newspapers and Rule 8(7) says that every notice of sale shall be affixed on the conspicuous part of the immovable property and the authorised officer shall upload the detailed terms and conditions of the sale, on the web- site of the secured creditor, but in the present case the publication was made in the newspapers having no circulation in the area i.e. in *Aj-Di-Awaz* and in the *Business Standard (English)*. Further the notice was not affixed on the conspicuous part of the property sold and also no details were furnished on the website. The relevant rule is reproduced here below:

*“8(6) the authorised officer shall serve to the borrower a notice of thirty days for sale of the immovable secured assets.*

*Provided that if the sale of such secured asset is being effected by either inviting tenders from the public or by holding public auction, the secured creditor shall cause a public notice in the Form given in Appendix IV-A to be published in two leading newspapers including one in vernacular language having wide circulation in the locality*

*“8(7) every notice of sale shall be affixed on the conspicuous part of the immovable property and the authorised officer shall upload the detailed terms and conditions of the sale,*

*on the web- site of the secured creditor, which shall include;*

- (a) the description of the immovable property to be sold, including the details of the encumbrances known to the secured creditor;*
- (b) the secured debt for recovery of which the property is to be sold;*
- (c) reserve price of the immovable secured assets below which the property may not be sold;*
- (d) time and place of public auction or the time after which sale by any other mode shall be completed;*
- (e) deposit of earnest money as may be stipulated by the secured creditor;*
- (f) any other terms and conditions, which the authorized officer considers it necessary for a purchaser to know the nature and value of the property.]*

**Rule 9 (2) of the Securitisation Act:**

As per rule 9(2) of the SARFAESI Act. to the highest bidder but in the present case only the respondent No. 11 participated and the sale was confirmed in its favour, more over the market price of the property is much more than the sale price i.e. market price of the property is more than Rs. 450 Crore whereas property was sold merely at Rs. 90.56 Crore. The relevant provision is reproduced here below:



*9(2) The sale shall be confirmed in favour of the purchaser who has offered the highest sale price in his bid or tender or quotation or offer to the authorised officer and shall be subject to confirmation by the secured creditor:*

*Provided that no sale under this rule shall be confirmed, if the amount offered by sale price is less than the reserve price, specified under rule 8(5).*

*Provided further that if the authorised officer fails to obtain a price higher than the reserve price, he may, with the consent of the borrower and the secured creditor effect the sale at such price.*

**Rule 9 (3) of the Securitisation Act:**

As per rule 9(3) of the SARFAESI Act. the 25% of the sale amount has to be deposited within 24 hours and remaining 75% in 15 days, but in the present case the respondent no.11 has paid only Rs. 45.00 Crores till now and has not deposited the balance sale consideration even after the huge delay of 18 months and even the possession of the property has been handed over to it in utter violation to the law, whereas per provision the amount was required to be forfeited. The relevant provision is reproduced here below:

*9(3) On every sale of immovable property, the purchaser shall immediately, i.e. on the same day or not later than next*

*working day, as the case may be, pay a deposit of twenty five percent of the amount of the sale price,*

*9(4) The balance amount of purchase price payable shall be paid by the purchaser to the authorised officer on or before the fifteenth day of confirmation of sale of the immovable property or such extended period <sup>32</sup>[as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months].*

*9(5) In default of payment within the period mentioned in sub-rule (4), the deposit shall be forfeited to the secured creditor] and the property shall be resold and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold.*

*9(6) On confirmation of sale by the secured creditor and if the terms of payment have been complied with, the authorised officer exercising the power of sale shall issue a certificate of sale of the immovable property in favour of the purchaser in the Form given in Appendix V to these rules.*

In the present case, respondent no. 11 even intended to sell the property in an unlawful manner without getting confirmation of the sale and without getting NOC from the relevant department and without complying with the statutory requirement of depositing

entire sale consideration in view of the above noted provisions of the SARFAESI Act.

7. That from perusal of the news item it is apparent that board of Punjab Infotech did not accord its post fact approval, it rather suggested that the matter should be referred to AGP, which was not eventually done. It was also suggested that the views of the finance department must be taken. At this stage itself the matter regarding approval, who entered into tripartite agreement entailing financial implication on account of earned increase income, ought to have been referred by PSIEC to Finance Department and to AG (Advocate General) for legal opinion and ought to have stopped any further proceedings in the matter. However contrary to this, the board of Directors of PSIEC met on October 21 and decided. Thus, this shows that respondent no. 7 in active connivance with respondent no. 11 has caused huge loss to the public exchequer. The various conduits of the scam can be further unearthed from the statements of members of Board of Director of AICTE and Infotech. Since the property belongs to Infotech and Nodal agency was PSIEC and therefore, board of directors were well aware with factual position and in case they are summoned, they would highlight the factual position to the best of their knowledge.

8. That now to substantiate the fact that respondent no. 7 with the intent to give advantage inconsistency with the government interest for his private gain has used public office for his personal benefits through patronage and nepotism, the following facts are highlighted hereunder:

- a. That the decision to approve the deal was taken vide letter no. PSIEC/Estate/50441-42 on 26.3.2020, when the lock down and curfew was imposed in State of Punjab and only the basic amenities were allowed. Thus, without any urgency and with a view to see that the whole bungling should not come to the public domain, when the entire country was almost shut due to Covid-19 pandemic, and during this horrendous period the whole deal was approved.
- b. The 293rd BOD meeting of PSIEC on 21.10.2020, where agenda Item No. 293.9, in which the corporation has opposed to consider to accord ex-past fact approval with regard to the claim lodged by PSIEC with ARCIL and as per sources, it is revealed that the meeting was convened online, therefore the clear message of meeting conversation could not be gathered regarding the suggestion of the members present in the meeting which

may be an intentional indulgence of interested officials and high ups.

- c. The sources also disclosed that the respondent no. 7, who himself is property colonizer and developer took personal interest in the matter and himself supervised and oversaw the proceedings of the meeting by staying in the office of the Department at Chandigarh to ensure that this agenda item must be cleared by hook or crook. It is also revealed that the members of the Board were not agreeing, but under the pressure of the Minister concerned, the meeting of the Board was deferred twice and by pressurizing the members the minister got the agenda passed.
- d. That even despite the objection by income tax advisor cum-OSD (F&A) Smt. Surinder Kaur Waraich (IRS) conveyed to M.D. through Whatsapp message during PSIEC Board Meeting and through letter dated 5.11.2020 expressively advising that the BOD must get the opinion of A.G. Punjab and approval of the Finance Department in the matter, but the neither the opinion of A.G. Punjab nor approval of Finance Department was taken.
- e. That even there is no policy, which permits bifurcation of plots of InfoTech, but in the absence of any such policy,

the GRG Group has started selling the land in the form of plots.

- f. That even as per the policy of Infotech and PSIEC any sale/transfer/auction transfer, a fee of 3% on current reserve price is also charged, which is also missing in this case that comes to be approx. 9.50 Cr. to give undue benefit to the purchaser.
- g. That it is further submitted that a tripartite agreement with respect to plot No. A-32 was entered and executed between ARCIL, GRG Developers and PSIEC in which it has been agreed that the remaining payment of approx. Rs. 45 Crore be deferred till 13th March 2021 without involving Infotech, which is the real stake holder of the property.
- h. That even a letter no. 1/16830/2020 was written by DGM (Infra), Punjab InfoTech to M.D. PSIEC, wherein, he categorically rejected the tripartite agreement, as it is not required at this juncture and also against the policy of PICTC. In this letter, Infotech again claimed the unearned profit of Rs. 161 crore as any sale/ transfer to auction shall be subject to policy of Punjab InfoTech. The copy of the letter is attached herewith as **Annexure C-6**.

9. That keeping in view the aforementioned facts and circumstances, it is apparent that it is a case of malpractice and institutional corruption as Sh. Sunder Sham Arora, Minister industry department i.e. respondent no. 7 in connivance with the bidder, GRG group i.e. respondent no. 11 has misused the government machinery and his salacious network for illegitimate private gain and all this has occurred with regard to public sector, which clearly involve favouritism and nepotism, therefore, it is a fit case, where the corrupt nexus between the bidder, GRG Group and Sh. Sunder Sham Arora needs to be enquired into by your good self, so that the Public Exchequer, which has been misappropriated can be accounted for.

It is, therefore, respectfully prayed that the present complaint may kindly be allowed and record of the concerning fraudulent sale/auction of 31 acre of prime land of liquidated JCT Electronics in Mohali, District SAS Nagar by Punjab Small Industry and Export Corporation (PSIEC) be called and further the following directions be issued in the case:

- (i). The direction be issued to the State Government through Chief Secretary, Govt. of Punjab as well as to the Principal Secretary of the department of Industries and Commerce and all the concerned authorities to set-aside the fraudulent sale of the

property in question, as it has caused the huge loss to the public exchequer.

- (ii) Enquiry of the case be marked to the CBI for thoroughly investigating the case and for scanning and scrutinizing the role of respondent no. 7 who by misusing his official powers for wrongful gains, which has resulted a huge loss to the Public exchequer by auctioning 31 acre of prime land of liquidated JCT Electronics in Mohali, District SAS Nagar by Punjab Small Industry and Export Corporation (PSIEC) and thereby the State Government has incurred a loss of 400 Crores with the deal.
- (iii) The FIR be registered against the erring officers & Minister and strict action be taken against them.
- (iv) Further direction be issued to the State Government through Chief Secretary, Govt. of Punjab that the property in question be not transferred and the auction purchaser may not create any encumbrance or alienate the property, during the pendency of the present complaint.
- (v) Any other order or relief, which this Hon'ble Court may deem fit and appropriate in the light of the peculiar facts and circumstances of the present complaint in the larger interest of public.



Complainant  
Through Counsel

(N.K. Verma, Ram Bilas Gupta & C.K. Jangra)

Chandigarh

ADVOCATES

Date:11.08.2021

COUNSEL FOR THE COMPLAINANT

**BEFORE THE HON'BLE LOKPAL OF PUNJAB AT CHANDIGARH.**

Complaint No. \_\_\_\_\_2021

Bir Devinder Singh

**...Complainant**

**Versus**

State of Punjab and others

**...Respondents**

Affidavit of Bir Devinder Singh, Ex. Deputy Speaker, Punjab Vidhan Sabha, Resident of Sewa Sadan (2-A) Dhillon Marg, Model Town, Patiala (Punjab)

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That I am the complainant in the above noted complaint. Since I am fully conversant with all the facts and circumstances of the case, as such, I am entitled to file this affidavit in this Hon'ble Court.
2. That the accompanying main complaint has been drafted by my counsel on my instructions and the contents of the petition have been read over and explained to the deponent and understood by the deponent in annexures and the same are true and correct.
3. That the documents attached with the main complaint are true copies of the originals. I have duly verified the complaint.
4. That the contents of main complaint may be read as a part of this affidavit.

Place: Chandigarh

Dated:

Deponent

**VERIFICATION:**

Verified that the contents of my above affidavit from para No.1 to 4 are true and correct to my knowledge. No part of it is false and nothing material has been kept concealed therein.

Place: Chandigarh

Dated:

Deponent

10. That the complainant approached to the authority and moved the complaint to the authority to set-aside the fraudulent fictitious sale, stating therein that the said property has been sold at throw away price to their own person by forming a company just few days back to purchase the said property without following the due procedure to get undue advantage and to cause undue loss to the government exchequer, but it yield nothing.