

Co. is showing as
item no 27 in the list given
by the Co.
AM(SM)
08/15
37
641
Dated: 14/10/2016

To,

Hon'ble Mr. Justice R.M. Lodha

The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Sub: Properties of PACL India Ltd. at Mussoorie.

Hon'ble Justice Lodha,

This is to inform you, and bring on record, that I am the son of Late Mrs. Leela Sarup and her only heir. My mother was a lessee in a portion of land measuring 3.5 bighas, approximately or 2705 sq.mts. along with four ruinous structures, admeasuring 740 sq. mts. built on the said portion of land, known as Shanti Sadan, forming part of Ashton Court Estate, situated in the area of Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand.

The lease deed dated on 9th December, 2010 of the aforementioned property was executed in favor of my mother by M/s Arjees Wool & Fur Industries Pvt. Ltd. Subsequently, M/s Arjees Wool and Fur Industries Pvt. Ltd. sold 100% equity of M/s Arjees Wool and Fur Industries Pvt. Ltd. to PACL India Ltd. Thus, M/s Arjees Wool and Fur Industries Pvt. Ltd. became a 100% owned subsidiary of PACL India Ltd., and was renamed M/s Arjees Real Tech Pvt. Ltd.

The said lease deed is duly registered in the office of the Sub-Registrar, Mussoorie in Book. No. 1, Volume 128, Page 352, Additional Folio Book no. 1, Volume 207, Pages 99 to 112 as Document no. 229 of 2010 on 13th December, 2010. The said lease has been executed in favour of my mother for a period of 29 years and the entire rent for 29 years has already been paid in full. I have been paying all property taxes since my mother's demise and have been in continuous possession of the property.

I recently learnt of the judgment of the Supreme Court of India against PACL through the counsel of PACL, in a civil suit bearing O.S. No 444/2013, between Leela Sarup v. PACL & Ors., pending before the Learned Court of Civil Judge, Senior Division, Dehradun.

I am providing this information to you for necessary record and action in connection with the properties of PACL and the rights of PACL being subject to my rights by virtue of the lease.

In case you require any further information or need any clarification, I would be most happy to oblige.

Thanking you.

Yours sincerely,



Arjun Sarup

S/o Late Mrs. Leela Sarup
The Retreat, Vincent Hill
Mussoorie 248179

arjun.sarup@hotmail.com

Recd. on 08/05/2017 at 2:30pm
RS
08/05/17

DTDC Express Limited Reg. Office: 103, Victoria Road, Bangalore-560027		dtcdc <i>dtcdc</i>		Run Vegetable Consignment 4kgz / Support to Bangalore Jurisdiction		ORIGIN: 7cm		DEST: Delhi	
Date: 11/10/2016		Pick-up Ref Num: DTCDU16		Run Vegetable Consignment 4kgz / Support to Bangalore Jurisdiction		ORIGIN: 7cm		DEST: Delhi	
Sender's Name: Deepthi. Saneerappa		Company Name: OF 333 MUSSONIE		Recipient's Name: Heat pu Ho. Street 12		ORIGIN: 7cm		DEST: Delhi	
Address: 103, Victoria Road, Bangalore-560027		City: Bangalore		Address: The Jethok Bakery		ORIGIN: 7cm		DEST: Delhi	
City: Bangalore		State: Karnataka		City: Delhi		ORIGIN: 7cm		DEST: Delhi	
Sender's VMT / CST / TIN Number: 10300013/CB08		PIN Code: 560027		Sender's VMT / CST / TIN Number: 10300013/CB08		ORIGIN: 7cm		DEST: Delhi	
Description / Content: Value of Goods		Total Value of Goods: ₹		Description / Content: Value of Goods		ORIGIN: 7cm		DEST: Delhi	
5 Declared Value for Carriage: ₹		Risk Coverage: ☐ Owner ☐ Carrier ☐		5 Declared Value for Carriage: ₹		ORIGIN: 7cm		DEST: Delhi	
6 Value Added Services: 7.3 Mode: ☐ Surface ☐ Air cargo ☐ Express ☐		Total Value of Goods: ₹		6 Value Added Services: 7.3 Mode: ☐ Surface ☐ Air cargo ☐ Express ☐		ORIGIN: 7cm		DEST: Delhi	
8 Not Available		Total Value of Goods: ₹		8 Not Available		ORIGIN: 7cm		DEST: Delhi	
a) Tariff (incl. of ISC & ST)		Total Value of Goods: ₹		a) Tariff (incl. of ISC & ST)		ORIGIN: 7cm		DEST: Delhi	
b) Risk Surcharge		Total Value of Goods: ₹		b) Risk Surcharge		ORIGIN: 7cm		DEST: Delhi	
c) Service Tax on b)		Total Value of Goods: ₹		c) Service Tax on b)		ORIGIN: 7cm		DEST: Delhi	
Total Amount (a+b+c)		Total Value of Goods: ₹		Total Amount (a+b+c)		ORIGIN: 7cm		DEST: Delhi	
In Words: 602		Total Value of Goods: ₹		In Words: 602		ORIGIN: 7cm		DEST: Delhi	
Mode of Payment: ☐ Cash ☐ Credit Card ☐		Total Value of Goods: ₹		Mode of Payment: ☐ Cash ☐ Credit Card ☐		ORIGIN: 7cm		DEST: Delhi	
Date: 11/10/2016		Total Value of Goods: ₹		Date: 11/10/2016		ORIGIN: 7cm		DEST: Delhi	
Time: AM/PM		Total Value of Goods: ₹		Time: AM/PM		ORIGIN: 7cm		DEST: Delhi	
Send DTDC CONSIGNMENT No. To 9845324040. For SMS Tracking. Visit us at: www.dtcdc.com		Total Value of Goods: ₹		Send DTDC CONSIGNMENT No. To 9845324040. For SMS Tracking. Visit us at: www.dtcdc.com		ORIGIN: 7cm		DEST: Delhi	
Sender's Signature: Deepthi. Saneerappa		Total Value of Goods: ₹		Sender's Signature: Deepthi. Saneerappa		ORIGIN: 7cm		DEST: Delhi	
Date: 11/10/2016		Total Value of Goods: ₹		Date: 11/10/2016		ORIGIN: 7cm		DEST: Delhi	
Time: AM/PM		Total Value of Goods: ₹		Time: AM/PM		ORIGIN: 7cm		DEST: Delhi	
10 Booking Branch / City / Address: 14/10		Total Value of Goods: ₹		10 Booking Branch / City / Address: 14/10		ORIGIN: 7cm		DEST: Delhi	
Franchisee Code: 201906048		Total Value of Goods: ₹		Franchisee Code: 201906048		ORIGIN: 7cm		DEST: Delhi	
Franchisee Service No: 31309		Total Value of Goods: ₹		Franchisee Service No: 31309		ORIGIN: 7cm		DEST: Delhi	
Please call us on 1800-444-1000 (toll free) for more information. DTDC is a registered courier service company located in Kolkata, West Bengal.		Total Value of Goods: ₹		Please call us on 1800-444-1000 (toll free) for more information. DTDC is a registered courier service company located in Kolkata, West Bengal.		ORIGIN: 7cm		DEST: Delhi	
Mumbai, Pune, Nagpur, Hyderabad, Bangalore, Chennai and Kochi are on add-on to our Delhi customer service center.		Total Value of Goods: ₹		Mumbai, Pune, Nagpur, Hyderabad, Bangalore, Chennai and Kochi are on add-on to our Delhi customer service center.		ORIGIN: 7cm		DEST: Delhi	
Visit www.dtcdc.com for more information.		Total Value of Goods: ₹		Visit www.dtcdc.com for more information.		ORIGIN: 7cm		DEST: Delhi	
E-mail: customersupport@dtcdc.com		Total Value of Goods: ₹		E-mail: customersupport@dtcdc.com		ORIGIN: 7cm		DEST: Delhi	
SENDER COPY		Total Value of Goods: ₹		SENDER COPY		ORIGIN: 7cm		DEST: Delhi	
June-15 Release		Total Value of Goods: ₹		June-15 Release		ORIGIN: 7cm		DEST: Delhi	

(34)

Justice (Retd.) R. M. Lodha Committee (in the matter of PACL Ltd.)

Ref. No.
JRMLC/PACL/NO /1773/2017

Dated
16.05.2017

To,

Arjun Sarup,
The Retreat,
Vincent Hill,
Mussoorie-248179

Dear Sir,

Subject: Your application dated 14.10.2016 in respect of property at Tehri Bypass Road, Landour, Mussoorie, Dist- Dehradun, Uttarakhand received by the Committee on 08.05.2017

The Committee is in receipt of your application dated 14.10.2016 in respect of the land admeasuring 3.5 bighas or approximately 2705 sq.mts with four structures admeasuring 740 sq. mts built upon the said land, known as Shanti Sadan, forming part of Ashton Court Estate, situated at Tehri Bypass Road, Landour, Mussoorie, Dist- Dehradun, Uttarakhand.

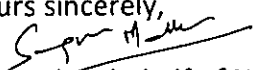
It has been claimed by you in the said application that a lease deed dated 09.12.2010 has been executed in respect of the described property by Arjees Wool and Fur Industries Pvt. Ltd (Arjees) in favour of your late mother, Mrs Leela Sarup. It is further submitted that the said lease deed, executed for a period of 29 years, was duly registered in the Office of the Sub Registrar, Mussoorie on 13.12.2010 and that the entire rent for the 29 years was paid in full.

It is also stated that 100% equity in Arjees was sold to PACL India Ltd. You further state that a civil suit bearing number O.S. No. 444/2013 between Leela Sarup and PACL and others is pending before the Court of Civil Judge, Senior Division, Dehradun.

In light of the above, you are hereby instructed to provide the following:

- a) certified copy of the lease deed dated 09.12.2010 executed by Arjees in favour of your late mother, Mrs Leela Sarup along with proof of payment of lease rent ;
- b) copy of the instrument/document by which 100 % equity in Arjees was sold to PACL India Ltd and the total consideration for such sale, providing details of the mode by which such consideration was paid; and
- c) certified copy of the civil suit bearing number O.S. No. 444/2013 as pending before the Court of Civil Judge, Senior Division, Dehradun specifying the subject matter of the said civil suit along with copies of orders, if any, passed by the said court in respect of the referred civil suit as on date.

Yours sincerely,


For and on behalf of Nodal officer cum Secretary to the Committee

863
24/09/17 Am(Sm)

(33)

SPEED POST

Dated: 03/07/2017

To,

Hon'ble Mr. Justice R.M. Lodha,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021.

Subject: Reply to the application dated 16.05.2017 and 21.06.2017 in respect of the property at Tehri Bypass Road, Landour, Mussoorie, Dist. - Dehradun, Uttarakhand.

This is in response to your letter no. JRMLC/PACL/NO/1773/2017 dated 16.05.2017 and also JRMLC/PACL/NO/1826/2017 dated 21.06.2017 in respect of property at Tehri Bypass Road, Landour, Mussoorie, Dist.- Dehradun, Uttarakhand.

As requested, I am providing you with the following documents for necessary record and in connection with the properties of PACL:

1. Photocopy of the lease deed dated 09.12.2010 executed by Arjees in favour of my late mother, Mrs. Leela Sarup along with the proof of payment of lease rent;
2. Copy of the instrument/ document by which 100% equity in Arjees was sold to PACL India Ltd. is not in possession and the same has been admitted by PACL in the written statement of the civil suit bearing O.S. No. 444/2013 and therefore, a copy of the written statement is provided to refer to the same;
3. Since the courts are shut for summer vacations, I could not obtain the certified copy of orders passed by the Court in respect of the case. I will supply the certified copies shortly.

I humbly request you that any further correspondence regarding the matter should be sent to my residential address in Mussoorie i.e. The Retreat, Vincent Hill, Mussoorie – 248179.

In case you require any further information or need any clarification, I would be happy to oblige.

Thanking you,

Yours sincerely,


Arjun Sarup
The Retreat,
Vincent Hill,
Mussoorie -248179.

229/2010

LEASE DEED

Lease Consideration : Rs. 58,000/-
Period of Lease : 29 Years
Value on which stamp Duty paid : Rs. 12000
Stamp Duty : Rs. 1160/-
Avas Vikas Duty : Included
Total Stamp Duty Paid : Rs. 500/-
No of Stamp Sheets : 01
Circle Rate & Serial No. : Not Applicable

Main Location : The leased property is situated in the area of Tehri Bypass Road Mussoorie and is owned by the Lessor.

Schedule of the Property : ALL THAT piece and parcel of land measuring 3.5 bighas, approximately or 2705 sq.mtrs. alongwith four ruinous structures, admeasuring 740 sq mtrs. built on the said portion of land known as Shanti Sadan, forming part of Ashton Court Estate, admeasuring 44.69 acres situated in the area of Tehri Bypass Road, Landour, Mussoorie, Dehra Dun District, Uttarakhand

Name of the Lessor : M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016. through its Director, Shri Arjun Sarup;

Name of the Lessee : Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand;

Drafted by : R.S. Panwar, Advocate, Mussoorie

[Signature]
(LESSOR)

[Signature]
(LESSEE)



(31)

22/12/2010

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

NON JUDICIAL



2010
Officer
Notary

079259

LEASE DEED

This Deed of Lease is made this the 9th day of December 2010, at Mussoorie, Uttarakhand

by

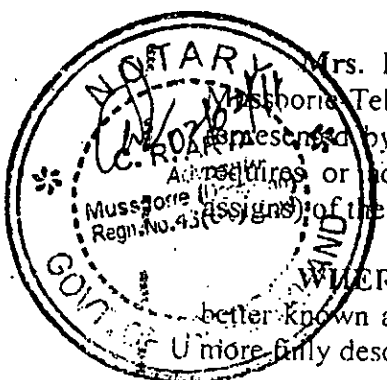
M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, Shri Arjun Sarup, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, a copy of which said Resolution is attached herewith, hereinafter called the "Lessor" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the One Part;

in favour of

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie, Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "Lessee" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the Other Part;

WHEREAS the Lessor is the absolute owner of the lands ad-measuring 44.69 acres, better known as Ashton Court Estate, Landour, Mussoorie, Dehra Dun District, Uttarakhand Union duly described in the Schedule to the Sale Deed executed on 31.8.1985; and

WHEREAS there is no return from the said lands to the Lessor Company; and



[Signature]

[Signature]

(30)

WHEREAS the Lessee requested the Lessor to lease out a portion of the said lands as described in the Schedule for a period of 29 years for the purpose of developing the same for a yearly reserved rent of Rs. 2000/- (Rupees Two Thousand only);

WHEREAS the Lessor agreed to lease out the lands to the Lessee provided the Lessee pays the entire rent in one lump sum immediately to which the Lessee has agreed to; and

AND WHEREAS the Lessor has passed a Resolution resolving that the land could be leased out to the Lessee and the company has duly authorized its Director Shri Arjun Sarup to do all necessary, acts, deeds and things, to that effect;

Now This Deed Witnesseth as under:-

That in consideration of the sum of Rs. 58,000/- (Rupees Fifty Eight Thousand only) being the total rent for the period of 29 years at the rate of Rs. 2000/- per annum paid by the Lessee to the Lessor in the manner following:

Vide Cheque No.704184 dated 09.12.2010 for the sum of Rs. 58,000/- (Rupees Fifty Eight thousand only) drawn on the State Bank of India, Landour Cantt. Branch, Mussoorie by the Lessee in favour of the Lessor, the receipt of which amount the Lessor hereby acknowledges as having received, in the manner aforesaid and hands over to the Lessee the said piece of land forming a part of the ~~land~~ thereof, the Lessor hereby demise and lease unto the Lessee and the Lessee takes on lease the land measuring 3.5 bighas, approximately or 2705 sq.mtrs, alongwith four ruinous structures, admeasuring 740 sq mtrs, built on the said portion of land known as Shanti Sadan, forming part of Ashton Court Estate, admeasuring 44.69 acres situated in the area of Tehri Bypass Road, Landour, Mussoorie, Dehra Dun District, Uttarakhand more fully described in the schedule hereunder for a period of 29 years commencing from the assigned date in December 2010 to 30th November 2038 subject to the following terms and conditions:-

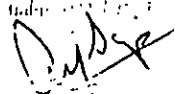
1. That the Lessee has paid the entire rent in advance and hence the Lessee shall possess and enjoy the lands for a period of 29 years;
2. That it is hereby agreed between the parties hereto that the term of the lease shall be 29 years from the date of execution of the Lease Deed and its Registration in the Office of the Registrar Concerned, whichever is later;
3. That the Lessee shall be at liberty to apply to the Development Authority and all other Local Authorities and Government Departments concerned in seeking the necessary approval and sanctions related to any improvements that may be made on the demised land; the Lessee shall have the right to effect all improvements in the demised land including levelling, putting up superstructures, whether temporary or permanent, digging of walls, etc with rights of passage.

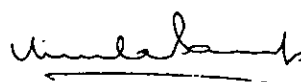
Witnessed by the Lessor, Shri Arjun Sarup, Director, Dehra Dun Development Authority, Dehra Dun, U.P.

Arjun Sarup

Arjun Sarup

4. That the Lessor shall offer full co-operation to the Lessee for the application to the Development Authority and other concerned authorities for obtaining necessary permissions/sanctions which are required by the Lessee to carry out the said improvements, at the cost and expenses of the Lessee;
5. That the Lessee shall be entitled to peacefully and quietly enjoy the said demised land during the period of the Lease, without any eviction, disturbance or interruption, save as provided herein, by the Lessor or any person or persons claiming through or under it, whatsoever; the Lessee shall have the right to make use of the lands in any manner she likes.
6. That the Lessee shall not demand any amount from the Lessor for the improvement by her, whatever made, over the leased out land, as and when she delivers back vacant possession of the land, which shall revert back to the Lessor, alongwith all improvements made thereon;
7. That the Lessor shall not interfere with the Lessee's peaceful possession and enjoyment of the lands for the lease period of 29 years.
8. That the Lessee shall have the power to sublet the entire lands or portions thereof to any third parties.
9. The lease is renewable at the option of the Parties, on the terms and conditions mutually agreed upon between the parties or their successors, as the case may be, for a further period of 29 years by another deed.
10. That during the lease period, the Lessee shall pay all public cess, taxes and charges, etc. to the Government and local bodies, in respect of the demised land in a proportionate manner;
11. That the Lessor shall not sell or part with its other interests in the said property to any other person during the lease period without the knowledge and consent of the Lessee.
12. It is hereby expressly agreed that if at any time there shall arise any dispute, doubt or difference or question with regard to the interpretation of this Deed or in respect of the rights, duties and liabilities of the parties hereto arising out of these presents, then every dispute, doubt, difference or question shall be referred to Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. Two arbitrators, are to be appointed, one by each of the parties and the third umpire to be appointed by the said two arbitrators. The majority decision of the Arbitrators shall be final and binding to both the parties to this Deed.
13. The parties hereto unconditionally agree to submit to the exclusive jurisdiction of the competent Courts in District Dehradun, Uttarakhand only, with regard to any question or matter arising out of this Deed and any other documents may be executed by the parties hereto or any of them in pursuance hereof or arising herefrom.

Witnessed & signed by the Lessor
 Signature: 



14. That all expenses as regards the registration fees/charges and Stamp Duty payable on this Deed shall be undertaken and be borne by the Lessee;
15. That Stamp Duty of Rs. ¹¹⁶⁰~~500~~ on the said Lease Deed has been paid in accordance with Stamp Act and Rules and G.O.'s issued by the State Government from time to time

SCHEDULE OF THE PROPERTY UNDER LEASE

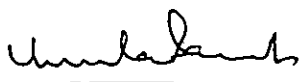
All that piece and parcel of land measuring 3.5 bighas, approximately or 2705 sq.mtrs, alongwith four ruinous structures, admeasuring 740 sq mtrs, built on the said portion of land known as Shanti Sadan, forming part of Ashton Court Estate, admeasuring 44.69 acres situated in the area of Tehri Bypass Road, Landour, Mussoorie, Dehra Dun District, Uttarakhand, delineated and marked in Red Riband in the plan annexed hereto, with all rights of ways/passages, privileges and facilities already mentioned in the body of this deed, **bounded and butted** as under :-

On the	North :	by property of the Lessor;
	South :	by property of the Lessor;
	East :	by property of the Lessor; and
	West :	by property of the Lessor;

In witness whereof both the Lessor, through its Director, and the Lessee have put their signatures to this deed in the presence of the witnesses mentioned hereinbelow.

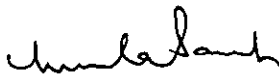
Shanti Sadan, Dehra Dun, Dist. Dehra Dun, U.P.
Mussoorie.

Director
(LESSOR)


(LESSEE)

Shanti Sadan, Dehra Dun, Dist. Dehra Dun, U.P.
Mussoorie.

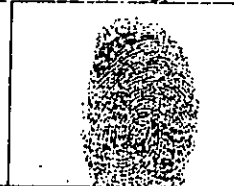
Director



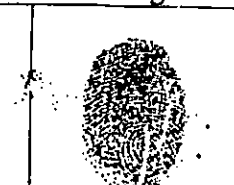
Name & Address of the LESSOR :-

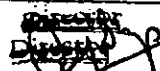
M/s. Arjees Wool and Fur Industries Private Limited, a company registered under the Companies Act 1956 having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016. through its Director, Arjun Sarup.

LEFT HAND:

Little-finger	Ring-finger	Middle-finger	Index Finger	Left-Thumb
				

RIGHT HAND:

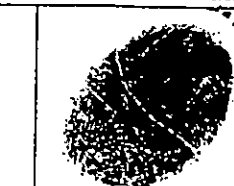
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(LESSOR)

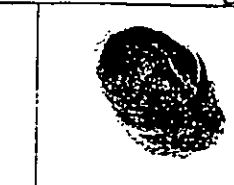
Name & Address of the LESSEE :-

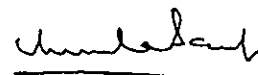
Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun:

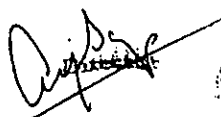
LEFT HAND:

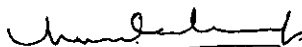
Little-finger	Ring-finger	Middle-finger	Index Finger	Left-Thumb
				

RIGHT HAND:

Right Thumb	Index Finger	Middle-finger	Ring Finger	Little-finger
				


(LESSEE)







उत्तरांचल UTTARANCHAL DEC 2010

079279

Sub Treasury Officer
Mussoorie, Dehradun

PART OF Lease Deed dated 9th day of December 2010, executed at
Mussoorie, Uttarakhand:

BETWEEN

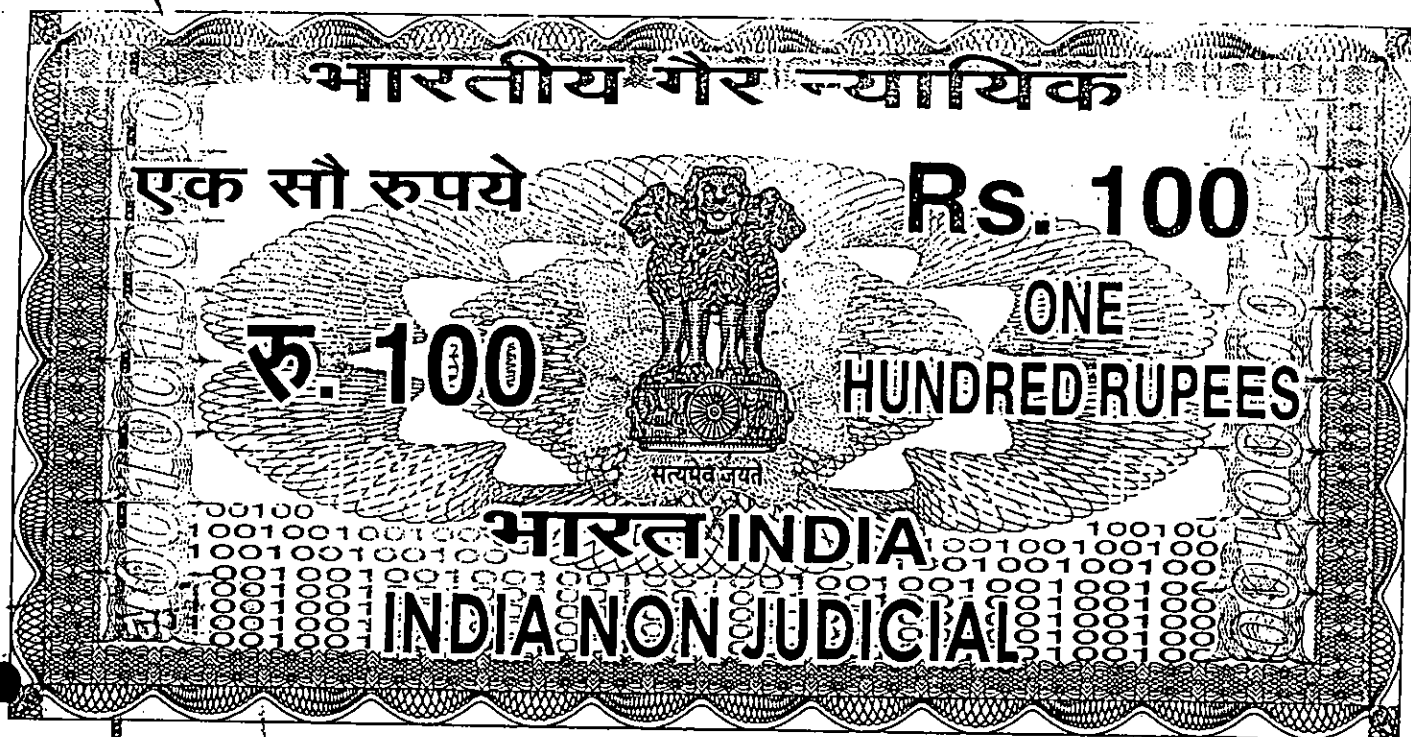
M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, Shri Arjun Sarup, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, hereinafter called the "Lessor" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the One Part;

AND

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "Lessee" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the Other Part;

✓ Leela Sarup

✓ Arjun Sarup



उत्तराखण्ड UTTARAKHAND

D 589469

Arjun Sarup
PART OF Lease Deed dated 9th day of December 2010, executed at Mussoorie, Uttarakhand:

BETWEEN

M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, **Shri Arjun Sarup**, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, hereinafter called the "Lessor" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the One Part;

AND

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "Lessee" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the Other Part;

✓ Leela Sarup

✓ Arjun Sarup



उत्तराखण्ड UTARAKHAND

01AA 002613

No. 100 Page
PART OF Lease Deed dated 9th day of December 2010, executed at Mussoorie, Uttarakhand:

BETWEEN

M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, Shri Arjun Sarup, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, hereinafter called the "Lessor" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the One Part;

AND

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "Lessee" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the Other Part;

✓ Leela Sarup

✓ Arjun Sarup



उत्तराखण्ड UTTERAKHAND

01AA 002612

S. Arjee
PART OF Lease Deed dated 9th day of December 2010, executed at Mussoorie, Uttarakhand:

BETWEEN

M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, Shri Arjun Sarup, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, hereinafter called the "Lessor" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the One Part;

AND

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "Lessee" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the Other Part;

Leela Sarup

Arjee Sarup



राज्य देवघाटी, मुसोरी

उत्तराखण्ड UTTARAKHAND

06AA 007763

Arjun Sarup *Leela Sarup*
PART OF Lease Deed dated 9th day of December 2010, executed at Mussoorie, Uttarakhand:

BETWEEN

M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, **Shri Arjun Sarup**, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, hereinafter called the "**Lessor**" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the **One Part;**

AND

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "**Lessee**" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the **Other Part;**

Leela Sarup

Arjun Sarup



उत्तराखण्ड UTTARAKHAND

06AA 007868

24
PART OF Lease Deed dated 9th day of December 2010, executed at Mussoorie, Uttarakhand:

BETWEEN

M/s. Arjees Wool and Fur Industries Private Limited, a company duly registered under the Companies Act 1956, having its Head Office at 45 Mirza Ghalib Street, Kolkata 700016, through its Director, Shri Arjun Sarup, duly authorized by a Resolution of the Board of Directors dated 3rd December 2010, hereinafter called the "Lessor" (which term wherever the context so requires or admits shall mean and include its successors-in-interest, executors, administrators and assigns) of the One Part;

AND

Mrs. Leela Sarup, wife of the Late Dr. Anand Sarup, resident of Shanti Sadan, Mussoorie-Tehri Bypass Road, Landour, Mussoorie, District Dehradun, Uttarakhand herein represented by herself hereinafter called the "Lessee" (which term wherever the context so requires or admits shall mean and include her successors, executors, administrators and assigns) of the Other Part;

Shri Arjun Sarup

Shri Arjun Sarup

WITNESSES:

Ram Singh

1. Ram SINGH
s/o. SH. DHARM SINGH
s/o. SHANTI SADAN
Tehri Bye-Pass Road.
Mussoorie.

R. S. Panwar

2. R. S. Panwar, Adv.
s/o. LALESH. H. S. Panwar
10. 41, LANDOUK BAZAR
MUSOORIE

Photos attested by, drafted and typed
under the instructions of the Parties,
in the Office of:

R. S. Panwar

(R.S. Panwar, Advocate)

10/10/18

10/10/18

(19)



Amber



Chadwick



chuck

(16)

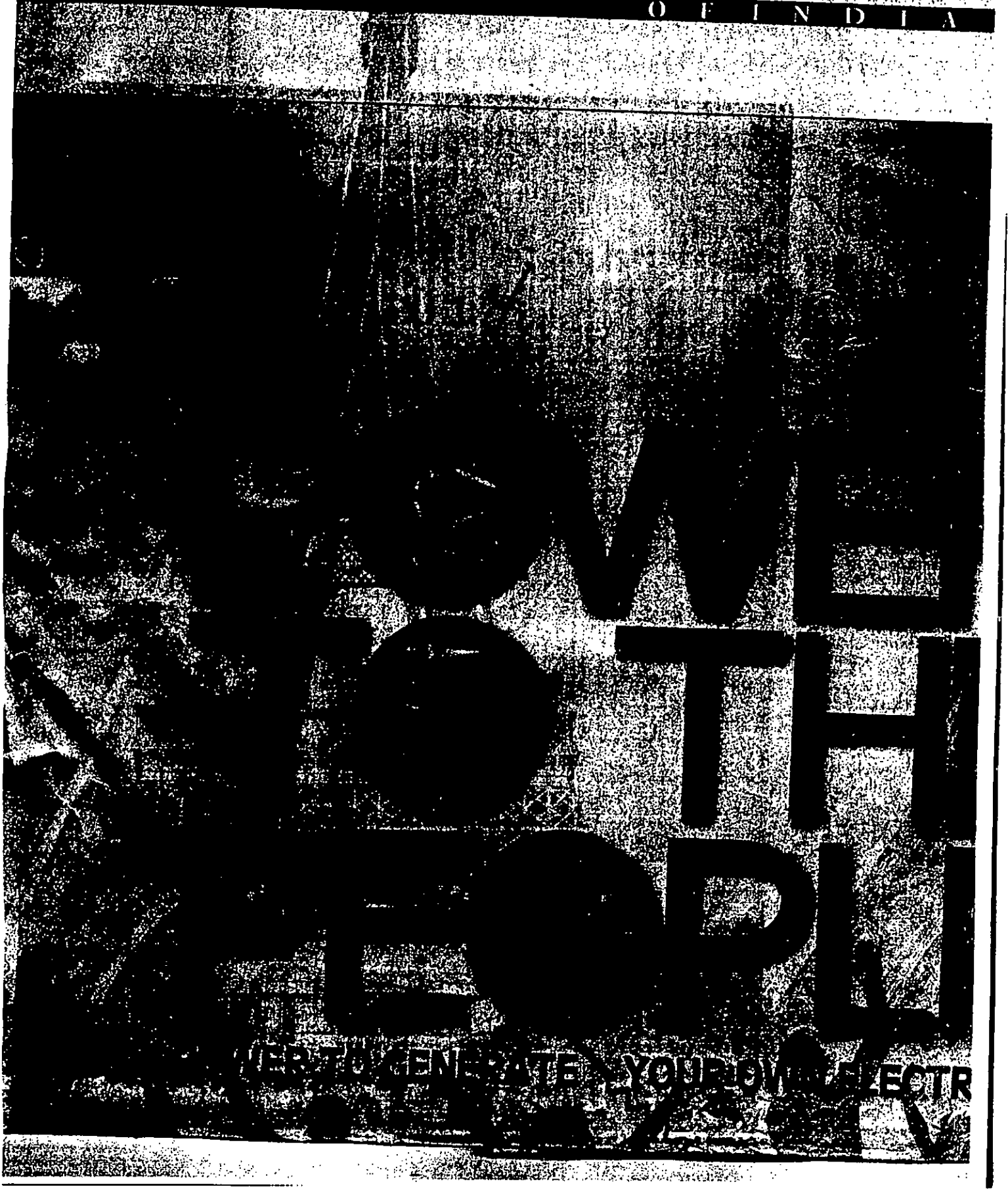
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O F I N D I A



HOW WE THINK PEOPLE

WE CAN GENERATE YOUR OWN ELECTRICITY

IN THE COURT OF CIVIL JUDGE (S.D.) DEHRADUN

ORIGINAL SUIT NO. 444 OF 2013

Mrs. Leela Sarup wife of Late Dr. Anand Sarup resident of 22D, Gorachand Ground Floor, Kolkata-700014 West Bengal at present resident of The Retreat, Vincent Hill, Mussoorie, Dist. Dehradun.

.....Plaintiff

Versus

1. PACL India Limited (current name PACL Limited), a company incorporated under the Companies Act, 1956, having its registered office at 22, 3rd Floor, Amber Tower, Sansar Chandra Road, Jaipur Rajasthan, India and Coporated Office at 7th Floor, Gopal Dass Bhawan, 28, Barakhamba Road, New Delhi through its Managing Director.
2. M/s Arjees Real Tech Private Limited (actual name Arjees Wool and Fur Industries Pvt. Ltd.) a company incorporated under the Companies Act, 1956, having its registered office at 53A, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata-700016, W.B. India.
3. Shri Ram Singh son of Late Shri Dharam Singh resident of Shanti Sadan, Ashton Court, Tehri Bypass Road, Landore, Mussoorie, Dist. Dehradun.

.....Defendants

Written Statement and Counter Claim on behalf of Defendant No. 1 PACL Ltd. and Defendant No. 2 Arjees Wool and Fur Industries Pvt. Ltd.

Before giving para wise reply to the plaint, facts of the case are submitted as under:-

- 1- That Mrs. Leela Sarup was Managing Director of Arjees Wool and Fur Industries Pvt. Ltd..
- 2- That in the said company Arjees Wool and Fur Industries Pvt. Ltd., beside the plaintiff, her family members Arjun Sarup,

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Bhavna Sarup, Amber Sarup were share holders and/or Directors alongwith Dr. Sarup's Pest Control (P) Ltd..

- 3- That the said Arjees Wool and Fur Industries Pvt. Ltd. was owner and in possession of a cottage known as called as "Shanti Sadan" situated with in the District Dehradun in Mussoorie admeasuring 44.69 Acres alongwith covered area known as and forming part of Ashton Court Estate, Landore Mussoorie, Dist. Dehradun (Uttarakhand), bounded on the north by Tehri Bypass Road, on the south by New Land, on the east by Jabar Khet and on the west by property of South Hill and Home Stead. The said property was situated within forest area and the said property could not be used for any forest purpose except with prior approval of the Central Government.
- 4- That the Arjees Wool and Fur Industries Pvt. Ltd. through its Managing Director, Mrs. Leela Sarup plaintiff above named agreed to convey and transfer the said property to the defendant no. 1 alongwith necessary approval/sanction/permission for the purpose of development of Five Star Hotel/Educational Institution/School from the concerned Govt. Authority/Central Government and received Rs. 2,30,00,000/- by cheque no. 670551 to 670554 an amount of Rs. 50,00,000/- each dated 30.01.2010 and cheque no. 670555 of an amount of Rs. 30,00,000/- dated 30.01.2010 drawn on Axis Bank Ltd., Pachim Vihar Branch, New Delhi from the defendant no. 1.
- 5- That under the said transaction plaintiff through Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. agreed to sell, convey, transfer and assign to said property with all rights, titles, interest to the defendant no. 1.
- 6- That on 07.09.2011 plaintiff Mrs. Leela Sarup as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. wrote a letter to the defendant no. 1, contents of the same are as follows:-

"Please note we have obtained necessary permission for constructions of about 21,573 sq. ft. or 2005 sq. mtrs at Shanti Sadan, Mussoorie with provision for further extension. The total

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covered areas as existing and communicate to you by your architects from Pune is about 25,000 sq. ft.;

Original: - 25,000

Sanctioned: - 21,573

10% Projections: - 2,173

Total - 48,746

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Records of compounding fees paid for the building below the main building on the road and top flat on the road side of Rs. 28,000/- and Rs. 22,000/- are in the records of the MDDA.

Copy of Draft for Development charges and sanction letter have been handed over to Sunil Ahuja.

The Plans have yet to stamped and as soon as we receive the same, we will keep all documents at Kolkata for verification.

The sanction has been given in the name of Mrs. Leela Sarup who has taken a lease from Arjees Wool and Fur Industries Pvt. Ltd. for an area of about 4 acres, for a period of thirty years. As soon all the formalities are complete, we will cancel this lease and the sanction will automatically revert back to Arjees Wool and Fur Industries Pvt. Ltd..

We are busy with preparing and finalizing accounts of our two private limited companies for filing with ROC before the end of September, hence our accountants and auditors will be tied up till about 22nd September.

You may therefore depute your team to visit Kolkata and verify our records, documents, deeds etc. between 24th to 30th September.

We would be glad if the deal can be completed before 4th October 2011"

- 7- That on receiving the aforesaid letter, the defendant no. 1 inquired regarding lease at that time the plaintiff told that for sanctioning the plan from MDDA, development charge has to be levy to entire area of the property, hence only to save the same, the said lease was executed and no other purpose behind the execution of allege lease deed existed and the same shall be cancelled on completion

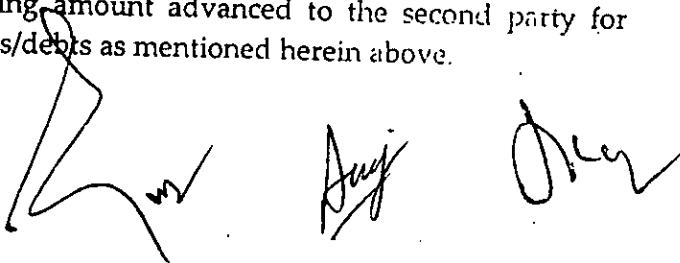
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of the all the formalities and the sanction will automatically revert back to Arjees Wool and Fur Industries Pvt. Ltd. It was also stated by the plaintiff that she knows the consequences of the same because she as Managing Director has agreed to transfer the said property to the defendant no. 1 prior to execution of the alleged lease deed and she will not do any act which will cause criminal action against her and her family members who were shareholders and/or Directors at that time.

- 8- That on 23rd day of December, 2011 a Memorandum of Understanding was executed between the defendant no. 1 and Arjees Wool and Fur Industries Pvt. Ltd. through its Managing Director Smt. Leela Sarup the plaintiff above named, in which it was mentioned that Arjees Wool and Fur Industries Pvt. Ltd. is absolute owner of the cottage known as "Shanti Sadan" situated with in the District Dehradun in Mussoorie admeasuring 44.69 Acres alongwith covered area and has obtained necessary sanctions/permissions/ approval from the appropriate authorities at Dehradun & Mussoorie for carrying commercial/residential project over the said property. It was also mentioned that Arjees Wool and Fur Industries Pvt. Ltd. because of certain reason not intended to carry the said project and willing to sell out the same to the defendant no. 1 by making an arrangement by transferring its 100% equity from the existing share holders to the defendant no. 1 at total consideration of Rs. 19,30,00,000/- thereby making Arjees Wool and Fur Industries Pvt. Ltd. a wholly owned subsidiary of the defendant no. 1. In the said MOU Plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. acknowledge the payment of Rs. 2,30,00,000/- from the defendant no. 1 vide five cheques of Axis Bank all dated 30.01.2010 i.e. before execution of the alleged lease deed. Terms and Conditions of the said MOU are reproduced as under:-

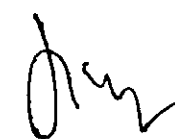
- "1- That the first party shall acquire 100% existing equity alongwith the assets and liabilities and the management control in the company i.e. SECOND PARTY on consideration amounting to Rs. 19,30,00,000/- (Rupees Nineteen Crores Thirty Lacs Only) as mutually agreed upon between the parties including amount advanced to the second party for setting its loans/debts as mentioned herein above.



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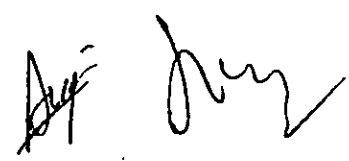
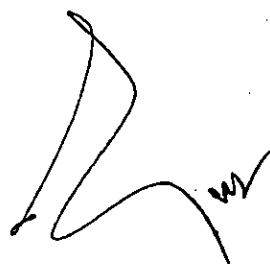
2. The SECOND PARTY by virtue of this arrangement shall arrange to transfer all its equity owned by the respective individuals by executing the transfer deeds in favour of the FIRST PARTY. Accordingly; it has already been mutually agreed upon that the new directors duly nominated by the FIRST PARTY shall be appointed on the Board of the SECOND PARTY and then the existing directors of the second party will resign from the Board.
3. That the existing directors of the SECOND PARTY shall indemnify the FIRST PARTY and the new directors so appointed by the FIRST PARTY in the board of directors of the SECOND PARTY for all the acts, deeds, and the working of the company including all the statutory, governmental and regulatory requirement on and before the date of the execution of this MOU and shall be shall be liable for the said acts and deeds.
4. That the SECOND PARTY assure FIRST PARTY that it has not taken any loan/financial assistance from any Financial Institutions or Banks etc. and that in case any such liability found/arises in future, the existing directors shall indemnify the FIRST PARTY AND IT DIRECTORS so appointed on the board of the SECOND PARTY and that the second party shall be only liable for the said unpaid amount of loans/financial assistance including interest accrued thereon.
5. That after the conclusion of the above arrangement, the first party shall pursue absolute right pertaining to the said property as well as projects and the second party will not have any right on the said land/project thereafter in any manner whatsoever."
- 9- That after receiving the entire amount by the shares holders of Arjees Wool and Fur Industries Pvt. Ltd. a declaration cum receipt dated 10.04.2012 was executed between the plaintiff and the defendant no. 1.

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- 10- That the intension of the plaintiff was dishonest. After execution of the declaration cum receipt dated 10.04.2012 the plaintiff made unreasonable demands from the plaintiffs and sent a email dated 11.04.2012 wherein the following unreasonable, unfair, baseless and malafide demands were made:-
- "Compensation of Rupees 3 Crores for delay in payments and breach of trus, loss of interest, failure on our part to pay deposits on investments due to your delay.
 - Rs. 40,000/- per month from april 11 for disbursing salaries and other expenses to staff of Arjees Wool and Fur Industries Pvt. Ltd. at Mussoorie.
 - Requested for occupation of the middle floor of the building on the road side of Shanti Sadan for a period of five years.
 - A contract to be signed with Mr. Arjun Sarup as a Director (Project) of PACL who will sign all the documents pertaining to MDDA for constructions, without any remuneration, for a period of three years.
 - An offer to be made to Mrs. Bhavna Sarup to be responsible for setting up your SPA on a contract with mutual understanding."
- 11- That the defendant no. 1 replied the said email on 18-04-2012.
- 12- That the defendant no. 1 and 2 are owner and in actual possession of the entire property alongwith the property mentioned in the schedule of the plaint, Plaintiff is not in possession of the same.
- 13- That the constructions made therein is ruins conditions and not habitable.
- 14- That the plaintiff has not come with clean hands before the Ld. Court and the present suit is outcome of malafide intension of the plaintiff.

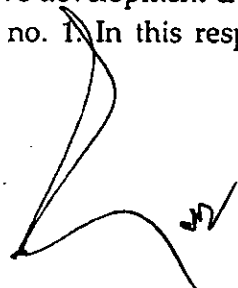


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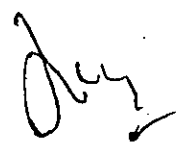
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Parawise reply of the plaint:-

- 15- Para 1 of the plaint is not admitted as stated. The answering defendants are owner and in possession of the entire property known as "Shanti Sadan" situated within the District Dehradun in Mussoorie admeasuring 44.69 Acres alongwith covered area, known as and forming part of Ashton Court Estate, Landore Mussoorie, Dist. Dehradun (Uttarakhand), bounded on the north by Tehri Bypass Road, on the south by New Land, on the east by Jabar Khet and on the west by property of South Hill and Home Stead.
- 16- Para 2 of the plaint is wrong, baseless and malafide hence denied. Plaintiff received Rs. 2,30,00,000/- vide five cheques of dated 30.01.2010 from the defendant no. 1 and agreed to transfer and convey to entire property to the defendant no. 1 alongwith permission/approval/sanction for the purpose of development of Five Star Hotel/Educational Institution/School from the concerned Government Authority/Central Government, hence there was no question of executing the allege lease deed. Purpose behind the execution of the allege lease deed as mentioned by the plaintiff was to save development charges for sanction of plan from Mussoorie Dehradun Development Authority, Dehradun. The allege lease deed was only paper transaction which was executed by the plaintiff in collusion with her son Arjun Sarup. In this respect true facts have been stated above.
- 17- Para 3 of the plaint is not admitted as stated. Plaintiff in collusion with her son execute the allege lease deed to save the Development charges. The said act is only paper transaction and the same has not been acted upon. In this respect true facts have been stated above.
- 18- Para 4 of the plaint is wrong, baseless and malafide hence denied. The allege lease deed was executed between the plaintiff and her son in collusion of each other, however the purpose of the lease deed was to save development charges as stated by the plaintiff to the defendant no. 1. In this respect true facts have been stated above.







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- 19- Para 5 of the plaint is wrong, baseless and malafide hence denied. The allege lease deed was executed between the plaintiff and her son in collusion of each other, however the purpose of the lease deed was to save development charges as stated by the plaintiff to the defendant no. 1. In this respect true facts have been stated above.
- 20- Para 6 of the plaint is wrong, baseless and malafide hence denied. The plaintiff is not in possession of the property in suit. The defendant no. 1 and 2 is owner and in possession of the entire property admeasuring 44.69 acres. It is wrong to allege that the plaintiff is using the gate for ingress and egress to the property in suit. In this respect true facts have been stated above.
- 21- In reply to Para 7 of the plaint, it is submitted that negotiation for transfer was started in the month of January 2010 and the plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. received Rs. 2,30,00,000/- through five cheques all dated 30.01.2010 from the defendant no. 1 and the said transaction was completed on 10.04.2012, hence there was no any question to execute the lease deed as alleged under the said transaction, the plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. obtained permission/approval/sanction for development of the said property from Local Authority and Central Government and the said lease deed was executed only for the purpose of saving development charges as stated by the plaintiff herself. In this respect true facts have been stated above.
- 22- Para 8 of the plaint is matter of record. True facts shall appear from the record itself.
- 23- Para 9 of the plaint is wrong, baseless and malafide hence denied. The plaintiff has not come with clean hands. The plaintiff is concealing true facts from the Ld. Court. The present suit is being filed with malafide intension and outcome of the greed and unreasonable demands of the plaintiff as stated above. The plaintiff herself as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. agreed to transfer the entire property alongwith permission/sanction/approval of the development of the said property to the defendant no. 1. Under the said

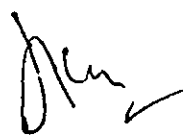
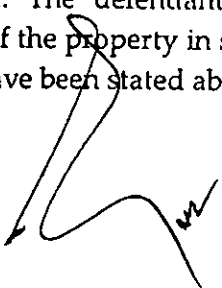
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transaction the plaintiff has to obtained permission/sanction/approval from MDDA. The allege lease deed was only paper transaction to save development charges as stated by the plaintiff to the defendant no. 1. The plaintiff assured the defendant that on completion of the formalities she will cancel the lease and the sanction will automatically revert back to the defendant no. 2 which is wholly owned subsidiary of defendant no. 1. In this respect true facts have been stated above.

- 24- Para 10 of the plaint is baseless and malafide, hence denied. Plaintiff has not come with clean hands. Act and conduct of the plaintiff or her family members are of criminal nature for which appropriate action is being taken against the plaintiff and her family members who were share holders/Directors the than Arjees Wool and Fur Industries Pvt. Ltd..
- 25- Para 11 of the plaint is wrong, baseless malafide, hence denied. The plaintiff is not in possession of property in suit. It is wrong to allege that on 20.10.2013 the plaintiff went to the property in suit, plaintiff never came at site. After execution of declaration/receipt dated 10.04.2012, there was no occasion by the plaintiff to come at site. The entire property is in possession and ownership of the defendant no. 1 and 2. True facts have been state above.
- 26- Para 12 of the plaint is wrong, baseless and malafide, hence denied. There was no question for plaintiff to come at site or to ask the guard as allege. True Facts have been stated above.
- 27- Para 13 of the plaint is wrong, baseless and malafide, hence denied. Plaintiff never came at site. The plaintiff was not in possession of property in suit or any portion thereof. There was no occasion for the allege negotiation between the plaintiff and the defendant no. 3. The allege contention is being made with malafide intension. True facts have been stated above.
- 28- Para 14 of the plaint is wrong, baseless and malafide, hence denied. Plaintiff was not in possession of property in suit or any part thereof. The defendant no. 1 and 2 are owner and in possession of the property in suit. The plaintiff never came at site. True facts have been stated above.



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- 29- Para 15 of the plaint is wrong, baseless and malafide, hence denied. As per agreed terms the plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. had to obtained permission/sanction/approval for the development of the land as mentioned above. The development has to be carried out by the defendant no. 1 and 2. In this respect true facts have been stated above.
- 30- Para 16 of the plaint is wrong, baseless and malafide, hence denied. As per agreed terms the plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. had to obtained permission/sanction/approval for the development of the land as mentioned above. The development has to be carried out by the defendant no. 1 and 2. In this respect true facts have been stated above.
- 31- Para 17 of the plaint is wrong, baseless and malafide, hence denied. It is wrong to allege that the plaintiff has complete right to enjoy the property in suit as alleged. It is also wrong to allege that the plaintiff has taken the property in suit on lease or has already paid the entire rent in advance to the defendant. In this respect true facts have been stated above.
- 32- Para 18 of the plaint is wrong, baseless and malafide, hence denied. The plaintiff is not in possession of the property in suit or any portion thereof. It is wrong to allege that the plaintiff is in peaceful possession of the property in suit. It is also wrong to allege that the defendant no. 2 has leased out the property in suit to the plaintiff. The plaintiff has not come with clean hands. Plaintiff in concealing true facts from the Ld. Court. True facts have been stated above.
- ★ 33- Para 19 of the plaint is wrong, baseless and malafide, hence denied. It is wrong to allege that the plaintiff is Lessee of the property in suit or she has any right to enjoy the property in suit or to use the approach road as alleged. The plaintiff has no cause of action to file the present suit. The plaintiff has not come with clean hands. True facts have been stated above.

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- 34- Para 20 of the plaint is wrong, baseless and malafide, hence denied. It is wrong to allege that prima-facie case and balance of convenience is in favour of the plaintiff. Plaintiff has not come with clean hands. Plaintiff is concealing true facts from Ld. Court. In this respect true facts have been stated above.
- 35- Para 21 of the plaint is wrong, baseless and malafide, hence denied. It is wrong to allege that any irreparable loss or injury will cause to the plaintiff. The plaintiff is not entitled to get any injunction against the defendants. True facts have been stated above.
- 36- Para 22 of the plaint is wrong, baseless and malafide, hence denied. The plaintiff has no cause of action. The allege cause of action is wrong and specifically denied.
- 37- In para 23 of the plaint only this much is admitted that the property is situated in Mussoorie, Dist. Dehradun rest is denied.
- 38- Para 24 of the plaint is wrong and denied. The suit is has not been properly valued. The value of the property in suit is more than 1 Crore. The plaintiff is not in possession of property in suit or any part thereof. The court fees paid is insufficient.
- 39- The plaintiff is not entitled for the relief claim.

Additional Pleas:-

- 40- That the plaintiff has no prima-facie case. Balance of convenience is not in favour of the plaintiff.
- 41- That the plaintiff is not in possession of the property in suit or any portion thereof.
- 42- That the plaintiff has not come with clean hands.
- 43- That the present suit is abuse of the process of the court.
- 44- That the suit is not legally maintainable.

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- 45- That the suit is liable to be dismissed with cost and special cost.
- 46- That the defendant no. 1 and 2 is owner and in possession of the property in suit alongwith adjoining properties.
- 47- That under the arrangement, the plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. obtained permission/approval/sanction for development of the property as agreed to be transferred to the defendant no. 1.
- 48- That without knowledge of the defendant no. 1, the plaintiff is collusion with her son executed the allege lease deed. The said act of the plaintiff and the other family members who were share holders/Directors of the company is fraud. The allege lease deed is paper transaction. As per version of the plaintiff, she executed the same only for the purpose of saving development charges. The plaintiff also assured that she will cancel the lease after completion of the formalities. By filing the present suit the plaintiff trying to interfere in the peaceful possession and ownership of the defendant no. 1 and 2, hence cloud has cast over the rights of defendant no. 1 and 2 and the defendant no. 1 and 2 have no option to seek declaration and injunction against the plaintiff by putting counter claim in the above suit.
- 49- That the prima-facie case is in favour of the defendant no. 1 and 2 and balance of convenience is also in favour of defendant no. 1 and 2. In case plaintiff succeeds in her illegal acts the defendant no. 1 and 2 will suffer irreparable loss and injury which can not be compensated in terms of money.
- 50- That the defendant no. 1 and 2 is entitled for a declaration that the allege lease deed signed and executed between the plaintiff and her son has been executed to save development charges and the same is only paper transaction and the same has not been acted upon and the plaintiff has no right, title or interest under the allege lease and the allege lease deed is null and void document and has been executed by playing fraud with the defendant no. 1.

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22/11/17 24/11/20

- 51- That the plaintiff is to be restrained by way of permanent injunction to interfere in the peaceful possession and ownership of the property of defendant no. 1 and 2, morefully described in the schedule given at the foot of this counter claim.
- 52- That cause of action for the counter claim arose on filing of the present suit by the plaintiff by concealment of true facts by filing of the suit by the plaintiff, cloud have been cast over the rights of the defendant no. 1 and 2 hence the counter claim is being filed and the Ld. Court had jurisdiction to hear and decide the counter claim.
- 53- That the counter claim is valued at Rs. 57,000/- for relief "a" and Rs. 57,000/- for relief "b", total Rs. 1,14,000. The reliefs claim in the counter claim are of declaration and injunction, hence maxintum court fees are being paid on the aforesaid reliefs.

That defendant no. 1 and 2 prays the following relief against the plaintiff:-

- a) By Decree of declaration it be declare that under the transaction between the plaintiff as Managing Director of Arjees Wool and Fur Industries Pvt. Ltd. with defendant no. 1, the plaintiff has to obtained permission/approval/sanction of the development of the property belonged to the than Arjees Wool and Fur Industries Pvt. Ltd. and the lease deed dated 13.12.2010, registered 09.12.2010, registered in the office of Sub-Registrar Mussoorie, in Book No. 1 Vol. 128 Page 352 A.D.F. Book No. 1 Vol. 207 Pages 99 to 112 as document no. 229 of 2010 on 13.12.2010, has been executed without knowledge of the defendant no. 1 and in collusion between the plaintiff and her son Arjun Sarup and the same has been executed only to save development charges and the same is only paper transaction and is not binding upon the defendant no. 1 and 2 and the plaintiff has no right to make any claim on the basis of the allege collusive lease deed.
- b) By decree of permanent injunction the plaintiff be restrained not to interfere in peaceful ownership and possession of the entire property of the defendant no. 2 morefully described in the schedule given at the foot of this counter claim.

[Handwritten signatures and initials]

- 18-11-13 24/11/21
- c) Any other relief as the Ld. Court may deem fit and proper in the circumstance of the facts of the case be also awarded in favour of the defendant no. 1 and 2.
- d) Full cost of the counter claim be awarded in favour of the defendant no. 1 and 2 and against the plaintiff.

SCHEDULE OF PROPERTY

"Shanti Sadan" situated with in the District Dehradun in Mussoorie admeasuring 44.69 Acres alongwith covered area, known as and forming part of Ashton Court Estate, Landore Mussoorie, Dist. Dehradun (Uttarakhand), bounded and butted as under:-

North	:	Tehri Bypass Road,
South	:	New Land,
East	:	Jabar Khet
West	:	Property of South Hill and Home Stead

.....Defendant no. 1
through its authorised signatory

.....Defendant no. 2
through its authorised signatory

I, *Harbind Singh Rawal* authorised signatory of the defendant no. 1, do hereby verify that the contents of the above written statement & Counter Claim in paras 1 to 53 are partly true to my own knowledge and partly on the basis of record and partly on the basis of information and advice received which I believe be true. *Verified at Dehradun on 17-11-2013 -*

.....Defendant no. 1

IN THE COURT OF JUDGE (S.D.) DEHRADUN

ORIGINAL SUIT NO. 444 OF 2013

Mrs. Leela Sarup Vs. PACL India Ltd. and others

Affidavit of Harbind Singh Rawat son of Shri Ratan Singh Rawat resident of 41, Dobhalwala, Dehradun.

.....Deponent

I the deponent above named do hereby make oath and submit as under.

- 1- That the deponent is Account Executive in PACL Ltd. and authorised signatory of the defendant no. 1 i.e. PACL Ltd. and is duly authorised to sign and verify the counter claim and present the same and is acquainted with the facts deposed to below.
- 2- That reply of the plaint has been given in the written statement filed separately. Contents of the said written statement are correct. To avoid repetition the same be treated as integral part of this affidavit.
- 3- That the defendant has filed the counter claim against the plaintiff for declaration and permanent injunction etc.
- 4- That true facts have been stated in the counter claim which are not being repeated herewith for the sake of brevity and the same should be read and understood as an integral part of this affidavit.
- 5- That the suit of plaintiff is liable to be dismissed with cost and special cost and the counterclaim of defendant is liable to be allowed.

.....Deponent

I the deponent above named do hereby verify on oath that the contents of the above affidavit in paras 1 to 5 are true to my own knowledge. Nothing material has been concealed and no part of it is untrue. So help me God.

Verified at Dehradun 18 November, 2013.

Signed by
Ratn

.....Deponent

Signed, Sworn & verified before me
by Shri/Smt. Harbind Singh Rawat
who is identified by Shri. Rajesh Singh
A/c

Oath Commissioner.
Dehra Dun