भारतीय गैर न्यायिक

भारत

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TEN RUPEES

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सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

23AA 11411

NOTARY
AHLUWALIA
ADVOCATE
LICENCE NO. 2502
PANCHKULA
GOI

Affidavit

I, Satish Kumar Jain, S/o Late Sh. Shyam Lal Jain, Indian national of a sound mind, aged about 60 years, resident of H No. 3439, Sector-27-D, Chandigarh, do solemnly affirm and declare as under.

1. That the deponent is a businessman dealing in construction and real estate industry.

2. That since the deponent undertakes construction work on contract; it was approached by Mr. Justice Surya Kant, Honb'le Judge of the Punjab & Haryana High Court at Chandigarh, through his secretary Mr. Dinesh Gupta, to renovate the personal residence of Honb'le Judge located at House No. 33, Sector-10, Chandigarh.

Satish Kumar

3. That the said work was completed by the deponent at an expense of Rs. 11.70 lacs.

4. That subsequently, the Honb'le Judge made the deponent undertake renovation for his 15 acre farm house located on Barwala Road near Panchkula, Haryana.

5. That the said work was completed and a sum of Rs. 4.20 lacs spent by the deponent on the same.

6. That the deponent was made to spend a sum of Rs. 3.10 lacs by the Honb'le Judge, for providing curtains and a new double bed in House No 277 Sector 16, Chandigarh.

7. That the Honb'le Judge did not pay even a single penny to the deponent against any of the works i.e. two works at Chandigarh as well as one on Barwala Road, cumulatively amounting to Rs. 19.00 lacs, for a prolonged period. A copy of the said bill Dt. 15/04/11 is attached herewith.

8. That the deponent waited patiently for the release of its dues, and continued requesting the Honb'le Judge through his secretary, Mr Dinesh Gupta for the release of the said amount.

9. That the Honb'le Judge has made a payment against the said works executed by the deponent, on 12/09/12, i.e. after filing of the complaint under reference, vide Cheque No. 070270 Dt. 12/09/12 and 070271 Dt. 12/09/12 drawn on HDFC bank, Sector-32-C, Chandigarh Branch, amounting to Rs. 5.00 lacs and Rs. 1.00 lacs, respectively.

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10. That apart from the above mentioned transactions; the deponent was approached by the Honb'le Judge to dispose off a *benami* property consisting of a farm house on Nahan Road near Kumarhatti, HP.

11. That the said property was sold through me to one Mr. HPS Deepak, a resident of Sector-27, Chandigarh for a sum of Rs. 2.32 crores. However, only a consideration of Rs. 12.00 lacs was shown in the sale deed and the balance Rs. 2.20 crores were received in cash, as instructed by Honb'le Judge, on his behalf since he was the actual owner of the said property. The said amount was handed over to the Honb'le Judge.

12. That subsequently, as instructed by the Honb'le Judge the deponent located and short listed a house for him in Delhi, which he wanted to buy. The house was located in B block, Greater Kailash-I, New Delhi and belonged to Princess Divya of Jaipur.

13. That the actual amount paid for buying the house was Rs. 3.50 crores; however, a sale deed projecting a consideration of only Rs. 1.50 crores was prepared.

14. That the balance Rs. 2.00 crores were given in cash by the wife of the Honb'le Judge to the princess at her home located in Maharani Bagh, New Delhi. The sale deed for the house was signed and registered (for a sum of Rs. 1.50 crores) at the house of the princess in Maharani Bagh and not in the court, as required.

15. That during the signing of the said deed, the deponent had accompanied the wife of the Honb'le Judge to the house of the princess in Maharani Bagh who had signed the documents, in its presence.

Satish Kumar

16. That the Honb'le Judge had a plot in his name located at plot No. 1682, Sector-21, Panchkula. The house was 'obtained' by the Honb'le Judge by circumventing the law and rules in a dishonest manner.

17. That while the Honb'le Judge was serving as the Advocate General for the Government of Haryana, he got the plot allotted in the name of his father Mr. Madan Gopal Sharma, through the discretionary quota of the Government, due to his proximity with the government of the day. The relevant documents have already been submitted with the complaint Dt. 24/08/12.

18. That the said plot was taken in the name of his father for the simple reason that it required furnishing for an affidavit to the effect that the applicant did not own any house in Chandigarh. However, the Honb'le Judge already owned House No. 138, Sector-10, Chandigarh in his name and therefore could not furnish such an affidavit. However, 3 years after the allotment of plot, the Honb'le Judge got the same transferred in his name, thereby circumventing the law that the plot would not be allotted to a person who owned a house in Chandigarh.

19. That the Honb'le Judge disposed off the same plot as well through the deponent, who was made to sign the agreement to sell on behalf of the Honb'le Judge, who did not want to directly interact with the buyers prior to the actual sale.

20. That the agreement to sell was signed for a sum of Rs. 3.10 crores. However, only a sum of Rs. 1.50 crores was shown as the consideration in the sale deed signed on this behalf, whereas actually the entire sum of Rs. 3.10 crores was taken by the Honb'le Judge.

21. That the deponent has already attached the relevant documents in this regard, with complaint Dt. 24/08/12.

22. That the Honb'le Judge also bought a house in Chandigarh, located at House No. 1125 Sector-18C, Chandigarh, through the deponent.

23. That while the actual consideration paid was for the house was Rs. 3.08 crores; the value of the house projected in the sale deed is Rs. 1.25 crores.

24. That this is drastically less that the actual market rate of a house in the upscale Sector – 18 of Chandigarh. The balance sum has been transacted in cash. The deponent has already attached the relevant documents to prove this with its complained Dt. 24/08/12.

25. That the Honb'le Judge has on more than one occasion acted in such a manner as to evade the necessary taxes and has evaded stamp duty on the transaction to the tune of Rs. 7.63 crores, by under valuing the property and also avoided income tax on the same.

26. That the modus operandi of the Honb'le Judge is to sell the property at the prevalent market rates but prepare the sale deed at the collector rates of the area, which are more often than not, much less than the market rates at that time and thus evading adequate stamp duty and other taxes.

27. That the list of the properties which belonged or presently owned by or on behalf of the Honb'le Judge, along with their respective market values is as under.

1. HNo 33 Sector 10, Chandigarh (700 Sq yard area) valued at Rs. 15.00 crores.
2. HNo 1125 Sector – 18, Chandigarh (250 Sq yard area) valued at Rs. 5.00 crores.
3. 15 acre farm house at Barwala valued at Rs. 30.00 crores.
4. House in B Block, Greater Kailash, New Delhi (300 Sq yard area) valued at Rs. 15.00 crores.

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5. Plot at Sushant Lok, Gurgaon (350 Sq yard area) valued at Rs. 5.00 crores.
6. House in DLF Gurgaon (250 Sq yard area) valued at Rs. 6.5 crores.
7. Agricultural and residential properties at Hisar valued at Rs. 7.00 crores.
8. *Benami* property (fruit orchard) in Himachal Pradesh valued at Rs. 18.00 crores.

28. That cumulatively all these properties are valued at Rs. 101.5 crores and involve evasion of appropriate stamp duty and violation of various tax laws.

Deponent

Verification

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. Nothing material or relevant has been wilfully concealed herefrom.

Place: Chandigarh

Date : _____

Deponent

NOTARY
ADVOCATE
REGD. NO. 2502
PANCHKULA
GOVT. OF INDIA

AFFIDAVITE given by Signatory
taken u/s 8(i)(e) of Notries Act.
NOTARY, Distt. Panchkula

17 SEP 2019