



HARYANA POLICE CITIZEN SERVICES (हरियाणा पुलिस नागरिक सेवा)

FIRST INFORMATION REPORT (Under Section 154 Cr.P.C.)

प्रथम सूचना रिपोर्ट

(धारा 154 दंड प्रक्रिया संहिता के तहत)

1. District (ज़िला): FARIDABAD P.S. (थाना): DABUA Year (वर्ष): 2020
FIR No. (प्र.सू.रि. सं.): 0189 Date (दिनांक): 21/05/2020
16:05

2.

| S.No. (क्र.सं.) | Acts (अधिनियम) | Sections (धारा(एँ)) |
|--------------------|----------------|---------------------|
| 1 | IPC 1860 | 120-B |
| 2 | IPC 1860 | 384 |
| 3 | IPC 1860 | 406 |
| 4 | IPC 1860 | 420 |

3. (a) Occurrence of offence (अपराध की घटना):

1 Day (दिन): Date from (दिनांक से): Date To (दिनांक तक):
Time Period (समय अवधि): Time From (समय से): Time To (समय तक):

(b) Information received at P.S. (थाना जहां सूचना प्राप्त हुई): Date (दिनांक): 21/05/2020 Time (समय): 16:05 hrs

(c) General Diary Reference (रोजनामचा संदर्भ): Entry No. (प्रविष्टि सं.): 025 Time (समय): 21/05/2020
16:05 hrs

4. Type of Information (सूचना का प्रकार): Written



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5. Place of Occurrence

(घटनास्थल):

1. (a) Direction and distance from P.S. (थाना से दूरी और दिशा): WEST, 1 Km(s) Beat No. (बीट सं.):

(b) Address (पता): NAWADA KOH DABUA COLONY, FARIDABAD

(c) In case, outside the limit of this Police Station, then Name of P.S. (यदि थाना सीमा के बाहर है तो थाना का नाम):

District (State) (जिला (राज्य)):

6. Complainant / Informant (शिकायतकर्ता / सूचनाकर्ता):

(a) Name (नाम): DR. ADITYA ARYA IPS Rtd.
CHAIRMAN

(b) Father's/Husband's Name (पिता/पति का नाम):

(c) Date/Year of Birth (जन्म तिथि / वर्ष): 1958 (d) Nationality (राष्ट्रीयता): INDIA

(e) UID No. (यूआईडी सं.):

(f) Passport No. (पासपोर्ट सं.):

Date of Issue (जारी करने की तिथि): Place of Issue (जारी करने का स्थान):

(g) Occupation (व्यवसाय):

(h) Address

(पता):

| S.No. (क्र.सं.) | Address Type (पता का प्रकार) | Address (पता) |
|--------------------|------------------------------|--|
| 1 | Present Address | POLICE OFFICERS MLTI STATE, CO-PRERATIVE HOUSING SOCIETY, LDTFARIDABAD, HARYANA, INDIA |



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| | | |
|---|-------------------|--|
| 2 | Permanent Address | POLICE OFFICERS MLTI STATE, CO-PRERATIVE HOUSING SOCIETY, LDTFARIDABAD, HARYANA, INDIA |
|---|-------------------|--|

(i) Phone number (दूरभाष सं.): Mobile (मोबाइल सं.):

7. Details of known / suspected / unknown accused with full particulars (ज्ञात / संदिग्ध / अज्ञात अभियुक्त का पूरे विवरण सहित वर्णन):

| S. No. (क्र.सं.) | Name (नाम) | Alias (उपनाम) | Relative's Name (रिश्तेदार का नाम) |
|------------------|------------|---------------|------------------------------------|
| | | | |

8. Reasons for delay in reporting by the complainant / informant (शिकायतकर्ता / सूचनाकर्ता द्वारा रिपोर्ट देरी से दर्ज कराने के कारण):

9. Particulars of properties of interest (संबन्धित सम्पत्ति का विवरण):

| S. No. (क्र.सं.) | Property Type (सम्पत्ति के प्रकार) | Sub Type (उप प्रकार) | Value(In Rs/-) (मूल्य (रु में)) |
|------------------|------------------------------------|----------------------|---------------------------------|
| | | | |

10. Total value of property stolen (In Rs/-) (चोरी हुई सम्पत्ति का कुल मूल्य(रु में)):

11. Inquest Report / U.D. case No., if any (मृत्यु समीक्षा रिपोर्ट / यू.डी.प्रकरण सं., यदि कोई हो):

| S. No. (क्र.सं.) | UIDB Number (यू.डी.प्रकरण सं.) |
|------------------|--------------------------------|
| | |

12. First Information contents (प्रथम सूचना तथ्य):

To: The Commissioner of Police Faridabad, Haryana. Subject: COMPLAINT ON BEHALF OF POLICE OFFICERS MULTI STATE CO-OPERATIVE HOUSING SOCIETY LTD AGAINST SRI



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SAT SAHIB HOUSING AND INFRASTRUCTURE DEVELOPMENT COMPANY THROUGH IT'S PARTNERS NAMEDLY 1. COL. RAJNISH SONI S/O SH. S.K SONI AND 2. SH. SUMER SINGH RANA S/O SH. J.R RANA FOR THE OFFENCES OF CHEATING, CRIMINAL BREACH OF TRUST, MISCHIEF, CRIMINAL MISAPPROPRIATION OF PROPERTY, FORGERY, FALSIFICATION OF ACCOUNTS AND CRIMINAL INTIMIDATION. Respected Sir, The complainant is a Housing society duly registered as "Police Officers Multi-state Co-operative Housing Society Ltd. (hereinafter referred to as the "Police Society" having its registered office at P T S complex, Malviya Nagar, New Delhi and is registered with the Central Registrar of Co-Operative societies New Delhi with the objective of providing residential houses as a welfare measure to the Police Personnel. The present complaint is being filed in order to get Redressal against the partners of M/s Sri Sat Sahib Housing And Infrastructure Development Company who in a criminal conspiracy hatched with each other and other unknown persons for embezzlement of funds to the tune of Rs 57,00,00,000/- (Rupees Fifty Seven Crore only) and committed a fraud on the Society by unjustly enriching themselves. whereby they induced the society to enter into M.O.U whereby they misrepresented to the society to purchase 20 Acres of land at vill: Nawada KohDabua, Sector – 49 Faridabad, Haryana for setting Group Housing Scheme by concealing facts with the intention of cheating the Society. The facts leading to the present complaint are follows: 1. That the previous management committee of complainant was approached by Sh. Sumer S. Rana and Col. Rajnish Soni, claiming themselves to be the facilitator of land dealings in Haryana and other parts of the country to provide suitable land ad measuring 15 Acres in Residential Zone (R Zone, permissible for group housing) in sector 49, Faridabad, Haryana and to further obtain necessary license and permits from the State Government of Haryana for development of group housing scheme. It was assured by them that the land would be encumbrance free with a clear marketable title. That all the assurances, terms and conditions and schedule of payments were reduced into writing by executing a Memorandum of Understanding dated 31.01.2007 (Annexure-A) between the complainant and the accused persons in the presence of witnesses at New Delhi. It was further represented that the accused persons at their own cost and expenses would get the LOI (Letter of Intent) and also would procure the License for development of group housing along with the sanctioned FSI (Floor space Index) from the respective authorities. The accused persons assured the complainant that according to present development rules, FSI of 76,230 Sq ft. per acre is available for development and accordingly an amount @ Rs 400 per Sq.ft was agreed for the FSI of 76,230 Sq.ft per acre, which works out to be Rs 45,73,80,000/- for 15 acres. 2. That to make an official application to the District Town Country Planning (DTCP) for acquiring the license, Sh. Sumer Singh Rana and Col. R. Soni formed a partnership firm on 26.02.2007 (Annexure- 'B') under the style and head of "Sri Sat Sahib Housing and infrastructure Development Company (hereinafter referred to as the accused company) which was later on dissolved on 05.05.2010 (Annexure- 'C') 3. That accordingly the Police Society deposited a sum of Rs 5,00,00,000/- (Rupees Five Crores Only) vide cheque No. 587814 dated 31.01.2007 drawn on Punjab Sind bank against a receipt duly signed by accused persons on account of signing amount for the MOU signed on 31.01.2007 (Annexure-'A'). Similarly the complainant society had executed various other M.O.U's on different occasions between January, 2007 to November, 2013 and has paid a total amount of Rs. 56,97,60,000/- (Rupees Fifty Six Crores Ninety Seven Lakhs Sixty Thousand only) to the accused



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company on 09.04.2008, an Addendum to Memorandum of Understanding (M.O.U) (Annexure-‘D’) was executed at New Delhi between the Police society and the accused persons whereby it was mutually agreed between the parties that the land ad measuring 15 acres was then stand increased to twenty acres in residential zone (R zone, permissible for group housing) in sector 49, Faridabad, Haryana and accordingly the total sale consideration amount was worked out to be Rs. 60,98,40,000/- for 20 acres instead of Rs 45,73,80,000/- for 15 acres. 4. That admittedly till 31.01.2008, an amount of Rs 31.66 Crores was already paid to the accused persons and that too before sanctioning of LOI whereas the accused persons were supposed to get the sanction within 120 days as per clause 4 of the M.O.U dated 31.01.2007 (Annexure-‘A’). 5. That a Development Rights Agreement was also executed on 20.11.2009 (Annexure-‘E’ between M/s Sri Sat Sahib Housing and Infrastructure Development company and the Police Officers Multi-State Co-operative Housing Ltd. which clearly reveals that the accused company has received License bearing No.14/2009 from DTCP, Haryana for developing a group Housing colony on the land admeasuring 11.3875 acres falling in sector-49 Faridabad of Village Dabua and Nawada Koh. for a consideration amount aggregating to 55,53,00,000/- (Rupees Fifty Five Crores Fifty Three Lac only) including EDC, IDC and other charges as per demand by the DTCP Haryana for LOI that has been paid by the developer society to the promoter company as full and final payment for the said FSI of 868069 SqFt. 6. That Vide Development Rights Agreement, the accused company granted exclusive development rights in respect of the said land for the group Housing and commercial project over the said land to the Police developer society, and had assured and agreed and also undertook not to disturb, interfere with or interrupt the development activities carried out by the Police Society. 7. That it was further mutually agreed that the accused company shall have no power to terminate the Development Rights Agreement in any manner. 8. Despite the acquisition of additional land as agreed in addendum to Memorandum of Understanding (M.O.U) dated 09.04.2008 (Annexure-'D') by the accused Company, their greed could not be satiated and, therefore, contrary to the terms of the agreement, they dishonestly approached Kommon Peoples Welfare Society for development of a 5 Acres of group housing for which an MOU dated 06.05.2009 (Annexure-‘F’) and development rights agreement dated 03.03.2010 was signed between the Kommon Peoples Welfare Society 9. The accused persons received LOI from DTCP/HUDA vide Memo No. LC/ 1535/2009/4295 dated 22-05-2009 against license no. 14/2009. It may be pointed out that license no. 14/2009 is for the development of housing project of the Police Society. The very next day i.e. on 23-05-2009 the accused persons very smartly issued a demand notice to the general secretary Komman Peoples Welfare Society misrepresenting to them as is the accused persons have received LOI for the Komman Peoples Welfare Society just to deceitfully demand the balance due amount from them (AnnexuremG’). LOI for the additional License No. 74 of 2009 was granted to them on 01.12.2009 for a total area of 2.736 acres comprising of Khasra No. 394(0-10-0) 395/2(0-8-4), 396(0-9-0), 397(0-13-0), 398(0-18-0), 399(1-0-0),400/1 (0-9-7) located in revenue estate of village Nawada Koh, Tehsil Badkal, District Faridabad. It clearly establishes the dishonest intention of the accused company as to the land which was promised to the Police Society was now being sold to some other organization hence resulting in criminal breach of trust and criminal misappropriation of property. 10. That owing to the settlement of disputes, again a memorandum of understanding dated 25.04.2011 (Annexure-'H') was executed between the parties and it was mutually agreed that the land as well as FSI settled to be transferred in favor of the Police



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Society was 17 acres (Land FSI) in lieu of the amount settled between both the parties. It was also agreed that the complainant company will execute a sale deed of land measuring 34 Kanal 13 Marla situated in Village- Dabua Tehsil Distt. Faridabad (Haryana) and 1 Bigha 5 Biswa 1 Biswani situated in Village Nawada Koh, Tehsil and Distt. Faridabad (Haryana) in favor of the complainant society. 11. That again both the parties executed Memorandum of understanding on 24.09.2011 (Annexure-‘I’) wherein it was agreed and acknowledged that both the parties have already executed two MOU's dated 31.01.2007 and 09.04.2008 respectively and one Development Rights Agreement dated 20.11.2009 and one GPA dated 26.07.2010 (Annexure-‘J’), sale deed of approx. 5.11 acres land dated 28.04.2011 and another sale deed of 1.73125 acres (Vasika No. 6830 6832) dated 12.08.2011 with respect to the FSI residential as well as commercial situated in the revenue estate of village-Nawada Khoh Dabua, Sec-49, Faridabad. Therefore both the parties agreed to settle their entire deal up to 18.3960 acres FSI (14,02,441 Sq.ft), but only 18.231 Acres land was transferred and remaining 0.1625 acres of land was yet to be transferred out of which LOI of land measuring 7.01 acres is still pending. 12. That irrespective of full and final consideration amount being received, the accused company violated the terms and conditions with a malafied intention to cheat inspite of receipt of entire amount. It is important to state that not only receiving the entire consideration but also by inducing the Police Society, the accused company has played fraud and got executed sale deed in their favor and also obtained another license in its own name by creating a third party interest. 13. That it is imperative to state that a general power of attorney was executed by Sumer Singh Rana, Proprietor of Sri Sat Sahib Housing and Infrastructure Development Company (which was formerly a partnership firm till the resignation of its sole partner Col. Rajnish Soni vide resolution dated 05.05.2010) in favor of Police officers Multi state Co-operative Housing Society Limited on 26.07.2010 which was in clandestinely revoked/ cancelled on 12.06.2017 without informing the attorney i.e. the Police Society (Annexure-‘K’),. Here again Mr.Sumer Singh Rana has committed a fraud by misrepresenting the presence of a representative of the Police Society before the Registrar while getting the Power of Attorney cancelled. The accused Mr.Rana must have taken someone with him posing falsely as a representative of the Police Society. The Registrar also has neither mentioned the name and designation of that representative nor his identity proof nor the Board Resolution in favour of such bogus representative has been mentioned on the cancellation. - Further in this regard letter/notice dated 28.06.2017 was also served on the accused regarding illegal cancellation of the GPA along with copy of the said GPA dated 26.07.2010. This attempt was unwarranted and illegal and caused severe distress to the Police Society to wit construction of the society. The Police Society kept on running from pillar to post to get the stalled work completed which is causing a good loss of time and money of the complainant. That this GPA bearing document No. 318 dated 26.07.2010 was an irrevocable document under any circumstances, unless the complainant requested the same being the document not to be read in isolation but with the development right agreement. Thus it is very clear that the GPA was based on bona fide transaction as the accused company had already received the entitled sale consideration in respect of 20 acres of land and moreover more than 95% of the work has been completed at the project site and is ready to be delivered the possession of the flats to the individual members of the society but due to lack of electrical, water fittings, etc for which the permission/authority is required from the accused persons time and again which is becoming impossible to hand over the possession to members.



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This arbitrary action of the accused is not binding upon the parties and is mere abuse of administrative power. 14. That on regular intervals, the accused persons have received the entire consideration amount far more than the land purchased and also undertook to transfer license from the concerned authority in favor of the complainant society but the accused persons failed to get the license transferred in favor of the complainant qua the property in question since 2009. The accused persons undertook to get the LOI of the land by depositing all the charges, but only obtained License for 11.75 Acres of land. Due to above mentioned wrongful acts, a great loss, penalty charges and cost of infrastructure has been caused due to wrongful act and conduct of the accused persons. 15. That last but not the least the proprietor of M/s Sri Sat Sahib .Housing and infrastructure Development even wrote false and frivolous mail to the Director General Of Town Country Planning, Haryana H.Q on 19.06.2017 (Annexure-'L') regarding the cancellation of License Renewal application which were promised as per the M.O.U's executed between the parties as was promised by accused person at the time execution of M.O.U's on different occasions and also Execution of Development Rights Agreement. The accused persons also wrote a letter to Sh. Rakesh Chokker, SDO-OP Division, DHBVN on 15.06.2017 (Annexure-'M') to cancel the electricity load already sanctioned to the society. These acts of writing mischievous mails and letters to the authorities with the intent of getting construction work stalled were also eloquent of the accused person's disingenuity and malicious intent. (16) That on one occasion the Police society was also served notice dated 11.09.2017 (Annexure-'N') to the Chief Engineer (Commercial) DHBVN, Hisar regarding the clarification regarding illegal Cancellation of GPA executed by Sh. Sumer Singh Rana which clearly points out the actions and inactions of above mentioned person is in gross violation of the Development Rights Agreement dated 20.11.2009. That all the frivolous attempts on part of accused persons are deliberate attempt to blackmail the complainant society. (17) That not only above mentioned erroneous mails with an intent to usurp such hefty amount the accused persons even sent misleading and spurious notice regarding the rejection of application for grant of additional license for seven acres as promised as per collaboration agreement dated 28.11.2013 (Annexure-o'). It is pertinent to state here that the notice did not mention any ground on which the application of the Police Society was rejected. Moreover, as per clause 2 and 3 of the MOU dated 24.09.2011, the accused was bound to provide the FSI of 14,02,441 Sq.ft to the Police Society of which full consideration has been paid. That as per the said MOU, the accused company was bound to obtain the LOI of the remaining seven acre land and balance FSI of 42,597 Sq.ft against license No. 14/2009 from the DTCP which was entirely accused company's responsibility. That afterwards various communications took place between both the parties but the accused persons have failed to get the additional FSI and license renewed from the concerned authorities. That it was already informed via mail dated 06.03.2018 that if the accused company failed to perform their duties which they are legally bound to perform, appropriate legal action would be taken. But it seems the accused company did not pay heed to such reminders and are least bothered to perform their assigned task. (18) That the accused company has been serving upon the complainant society deceitful notices regarding the payment due on the complainants part which have been duly replied vide notice dated 18.12.2017. This mendacious attempt on the part of accused persons is nothing but an attempt to blackmail the complainant society and extort money by illegal means. It is submitted that the vague allegations leveled in their false notices are best described as "pot calling the kettle black". 19. That the accused company furthermore, to secure the money already received, filed a



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false litigation before Ld. Civil Judge, Faridabad seeking the Police Society be restrained from further construction on the suit property and further seeking injunction against the Police Society to alienate the property. It is worthwhile to mention that the Ld. Civil Judge vide order dated 12.01.2018 was pleased to state that "Plaintiff has failed to satisfy this court as to ownership of License No. 14 of 2009 qua the suit property, therefore, at this stage no prima facie case is made out to grant relief in favor of the plaintiff as prayed for. Thus it is crystal clear from the very act of the accused persons as to how in fraudulent manner, the accused persons have not only caused wrongful loss to the Police Society with the intent to defraud and causing mental harassment by initiating false and frivolous litigations which is nothing but a mere attempt to squander money and resources. 20. That the accused namely Cot. Rajnish Soni does not even have clean antecedents and is habitual offender which is evident from the fact that numerous cases filed by Welfare Organizations for Govt. Officials and Families (GOWO) and India Affordable Housing Solution (IAHS) societies have been pending against him in Gurgaon, Saket and Delhi High Court. That even District Court of Saket is constrained to Initiate Proclaimed Offender proceedings against him. That the modus operandi of the accused is evident from the covert and overt acts as delineated above. 21. Hence, the above said accused persons committed the offence of criminal misappropriation of property and with dishonest intention to cheat the members of the complainant society by playing fraud with the intention to cause wrongful loss to the complainant by getting sale deed executed in its own name and by obtaining another license. Thus, they induced the complainant's society to deposit an amount of Rs.56,97,60,00,000/- (Annexure-'P') whereas in return the accused company obtained another license No. 74/2009 and sold the same to some other person instead to the complainant. That till today neither the balance FSI against License No.14/2009 nor LOI of the remaining 7 acre land has been obtained (Annexure-'Q'). 22. Since the project of the Society is at Sector-49, Faridabad, Haryana, hence you are hereby requested to investigate the matter and register an F.I.R. under the appropriate Sections of the Indian Penal Code and action be taken against all the persons who are involved in the above offences of criminal breach of trust, cheating, falsification of accounts and fraud, as per law. Regards, Your sincerely, (DR. ADITYA, IPS (Rtd.) Chairman . अज थाना :- आज मन SI हाजिर थाना हूँ कि Police Officers Multi – State Co-operative Housing Society LTD. Office Complex, PTS, Malviya Nagar, New Delhi – 110017 POMCHS 1750 Dt 13.01.2020 के Letter pad पर मार्क की गई एक दरखास्त नम्बरी 2013-CP दिनांक 20.05.2020/29 पेशी दिनांक 15.01.2020 अजाने डां0 आदित्य आर्या IPS Chairman Police Officers Mlti State Co-Operative Housing Society LTd. बाद जांच आर्थिक अपराध प्रकोष्ठ बल्लबगढ जोन मार्फत श्रीमान पुलिस आयुक्त व श्रीमान पुलिस उपायुक्त NIT फरीदाबाद से बजरिया डाक प्राप्त हुई । जिस पर मुकदमा न0 189 दिनांक 21.05.20 धारा 420, 406, 384, 120 B IPC थाना डबुआ दर्ज रजिस्टर किया जाकर प्रथम सूचना रिपोर्ट की प्रतियां नियमानुसार कम्प्युटर द्वारा तैयार करके बजरिया डाक इलाका मजिस्ट्रेट व सम्बन्धित अफसरानबाला की सेवा में भेजी जायेगी । नकल मिशल पुलिस मय असल दरखास्त मय दस्तावेज अफसरानबाला के आदेशानुसार आगामी कार्यवाही हेतू प्रभारी आर्थिक अपराध प्रकोष्ठ



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बल्लबगढ जोन के पास बजरिया डाक भेजी जा रही है । नोट :- उक्त मुकदमा उ.नि. रफीक थाना डबुआ की हाजरी मे दर्ज किया जाकर तफतीस हेतू हेतू प्रभारी आर्थिक अपराध प्रकोष्ठ बल्लबगढ जोन द्वारा अमल में लाई जा रही है । CCTNS म

13. Action taken: Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2.

(की गयी कार्यवाही : चूंकि उपरोक्त जानकारी से पता चलता है कि अपराध करने का तरीका मद सं. 2 में उल्लेख धारा के तहत है.):

(1) Registered the case and took up the investigation (प्रकरण दर्ज किया गया और जांच के लिए लिया गया): or (या) Rank (पद): HC (Head Constable)

(2) Directed (Name of I.O.) (जांच अधिकारी का नाम):
VED VEER SINGH

No. (सं.): 1355 to take up the Investigation (को जांच अपने पास में लेने के लिए निर्देश दिया गया) or (या)

Directed (Mobile No. of I.O.) (जांच अधिकारी का मोबाइल नंबर): 91

(3) Refused investigation due to (जांच के लिए): or (के कारण इंकार किया या) District (ज़िला):

(4) Transferred to P.S. (थाना):

on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित).

F.I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant /informant, free of cost. (शिकायतकर्ता / सूचनाकर्ता को प्राथमिकी पढ़ कर सुनाई गयी, सही दर्ज हुई माना और एक कॉपी निशुल्क शिकायतकर्ता को दी गयी)



HARYANA POLICE CITIZEN SERVICES (हरियाणा पुलिस नागरिक सेवा)

FIRST INFORMATION REPORT
(Under Section 154 Cr.P.C.)

प्रथम सूचना रिपोर्ट

(धारा 154 दंड प्रक्रिया संहिता के तहत)

R.O.A.C. (आर.ओ.ए.सी.)

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|---|--|
| 14. Signature / Thumb impression of the complainant / informant (शिकायतकर्ता / सूचनाकर्ता के हस्ताक्षर / अंगूठे का निशान) | Signature of Officer in charge, Police Station (थाना प्रभारी के हस्ताक्षर) Name (नाम): Sandeep Kumar Rank (पद): I (Inspector) No. (सं.): Insp |
| 15. Date and time of dispatch to the court (अदालत में प्रेषण की दिनांक और समय): | |