

IN THE HON'BLE COURT OF CIVIL JUDGE, (SR.DIV.), HOSHIARPUR.

Bhagat Hari Singh Charitable Trust situated at Village Dadyal, Saila Khurd, Banga Road, Hoshiarpur through Sh. Deepak Chowdry aged about 45 years S/o Prem Dass R/o Shalimar Nagar, Distt Hoshiarpur.

.....Plaintiff

Versus

1. Deepinder Singh S/o Guljit Singh
2. Satbir Singh S/o Guljit Singh both are resident of House no. 751/2, Mohalla Kamalpur, District Hoshiarpur, Proprietors/Partners of Nayyar Traders and Nayyar Medicines, Street No. 1, Mohalla New Tagore Nagar, Hoshiarpur.

...Defendants

Civil Suit for recovery of amount of Rs. 92,62,050/- Lac (Ninety Two Lac Sixty Two Thousand Fifty Rupee only) from defendants along with interest @ 18% per annum from the month of November, 2020 till the actual realization of amount and further award Rs.2,00,000/- as pendent-lite and future interest @ 18% per annum from the date of filing the suit in favor of plaintiff and against the defendants.

AND

Suit for permanent injunction restraining the defendants their agents, attorneys, nominees etc. from entering into the property/ Bhagat Hari Singh Charitable Hospital/Trust situated in Village Dadyal, Saila Khurd, Teh & Distt. Hoshiarpur in any manner whatsoever and further restraining the defendants from interfering in the daily/routine proceedings of the said Charitable Hospital/Trust.

Sir,

It is respectfully submits as under:

1. That the above titled suit is filed by the plaintiff which is a charitable hospital and trust through Sh. Deepak Chowdry S/o Prem Dass R/o Shalimar Nagar, District Hoshiarpur and Sh. Deepak Chowdry is fully authorized by the trustees of plaintiff vide resolution dated 01-03-2023

and further fully aware with the facts of the present suit. **Photocopy of resolution dated 01-03-2023 attached.**

2. That the defendants had been introducing themselves as medical representatives, having agency of medicines and defendants are used to supply medicines to various hospitals of the locality and also desired to supply the medicines on very low and reasonable prices to the plaintiff as plaintiff running the Charitable Hospital for the purpose of provide health services to the poor and needy people of the locality. The plaintiff upon the assurance given by the defendants started to take supply of medicines from the defendants. **Copies of the receipts "Ms. Nayyar Medicines" attached.**
3. That as the defendants supplying the medicines to plaintiff since long time and the defendants are practicing themselves as medical representatives, therefore the trust members trusted them and defendants started interfering in the every business of plaintiff. In the month of November 2020, it came into the knowledge of the defendants that plaintiff searched property especially if adjoining the building of said Charitable Hospital as the plaintiff wanted to construct flats/accommodations for doctors and other staff members of plaintiff and defendant No.2 told to plaintiff that defendant No.2 himself is a building contractor. It is worth mentioning here that the defendants send quotations upon the ledger of "Nayyar Traders" situated at New Tagore Nagar, Hoshiarpur for the construction of flats. After studying the couple of quotations, the trustees of plaintiff decided to allocate the work to defendants. The defendants stated to the plaintiff that the whole construction work shall be furnished with best quality material and the whole construction work shall be completed at the fastest speed. Defendants also stated to the plaintiff that there is no any separate

branch of our company and defendants are not going to sublet work to anyone else and defendants themselves shall be responsible for overall work and defendants shall send the video clips and photographs of the work progress in daily routine to the plaintiff. Defendants also stated that the cost for one flat shall be Rs. 25,70,000/- (Twenty Five Lac seventy thousand). The defendant no.1 demanded advance payment for the flats and the plaintiff transferred Rs.5,00,000/-(Five Lac) through their SBI bank account No.35837134875 of Bhagat Hari Singh Charitable Memorial Trust to the defendants account M/s. Nayyar Medicine Traders, Hoshiarpur on dated 26-11-2020. After this, defendants no.1 demanded more money i.e. Rs. 10 lac from the plaintiff for linter work and the plaintiff transferred the total amount of Rs. 48,40,000/-(Forty Eight Lac forty thousands) to the defendants on different dates through their SBI bank account No. 35837134875 of Bhagat Hari Singh Charitable Memorial Trust. **Copy of quotation of flats submitted by the defendants and Bank statement are attached herewith.**

4. That after some time when the defendant No.2 Satbir Singh came to know that another building at the backside of the Hospital, adjacent to the tube well was to be repaired and converted to a school for nearby area/villages girls for free education. Defendant No.2 convinced the trustees namely Onkar Singh and other trustees that plaintiff should be given the above said project to defendant no.2. the defendant no.2 said to the other trust members that defendant no.2 has talked with Onkar Singh and have taken the consent from trust members of plaintiff to start the work of back-side tube well building and now defendants are starting work from today i.e. w.e.f. 22-01-2021. The trustees of plaintiff given Rs. 30,00,000/- (Thirty Lac) to the defendant No. 1 & 2 for school building

on different dates through their SBI bank account No.35837134875 of Bhagat Hari Singh Charitable Memorial Trust. **Copy of bank statement is enclosed herewith.**

5. That in the month of March 2021, when plaintiff came to know that the land measuring 5 Kanal 0 Marla, opposite to their charitable Hospital is being sold, the trustees of plaintiff decided to buy the said land opposite of their aforementioned charitable Hospital. When defendants came to know about this, they told to the plaintiff through phone defendants knows the land owner personally and defendants will get the said land deal done in the favor of plaintiff at a very low price when trustees ready for the same, the defendants told to the trustees of plaintiff that all the trust members of plaintiff are living in abroad, so the land registry cannot be done directly in favor plaintiff therefore defendants will first get the land registered in their own name and thereafter defendants will transfer the title of the above said land in favor of the plaintiff. Both the defendants assured the trustees of plaintiff that plaintiff should trust the defendants and defendants will give everything in writing. The defendants gave it all to the plaintiff in writing on 7th March 2021 on the letter head of defendants firms namely "**M/s. Nayyar Traders**" and signed it with fraudulent and dishonest intention to deceive, cheat and defraud the plaintiff with criminal intent. The said firm is run by defendants and is in the name of both the defendants. After this, on being repeatedly assured by both defendants, the plaintiff fell for the sweet talks of defendants and trusted the defendants and entrusted the money to the defendants. Therefore, the plaintiff transferred the entire consideration amount of land purchase by the defendants i.e. Rs. 58,00,000/- (Fifty Eight Lac) and 10% Tax to the defendants from their SBI bank account No. 35837134875 of Bhagat Hari Singh Charitable

According to the architect report the defendants done only half of the work out of the work allotted to defendants and as per the said report the cost of the work done by the defendants is of **Rs. 4377950/- (Forty three Lac Seventy Seven Thousand Nine Hundred Fifty Rupee Only)** whereas defendants received total amount of Rs.1,36,40,000/-. The defendants have built the roof without ceiling, without electricity, without water, without washrooms, without kitchen, rooms of flats also without doors. The said building was designed for village girl's school but the plaintiff has not been able to open the school till date for village girls for the purpose of given free education to girls of the locality. The defendants have cheated the plaintiff on every way defendants could. The window frames and other material like bricks etc.were originally on the old building. **The photographs of work and copy of the architect report is enclosed herewith.**

7. That the plaintiff wants to bring this fact to the notice of this Hon'ble Court that both defendants are professional and habitual thugs. The plaintiff have come to know that in similar manner defendants have also usurped/grabbed sum of Rs.10,50,000/- from a person namely Anuj Sood R/o Mall Road, Hoshiarpur. The said Anuj Sood had filed the complaint under section 138 of N.I. Act before the court of **Ms. Jasleen Narang, Ld. JMIC, Hoshiarpur** against the defendants and later-on the defendants compromised with the Anuj Sood and returned his money which was usurped by defendants. **The copy of court orders with this respect is annexed.**
8. That the defendants under a pre-planned manner and conspiracy in connivance of each other usurped the hard earned money of the trustees of plaintiff. When the trustees of plaintiff demanded to return the money of the plaintiff, defendants started giving death threats to the trustees of

Memorial Trust, Branch Saila Khurd to the defendants account **No.004100000963** of Capital Local Area Bank, Hoshiarpur of **M/s. Nayyar Traders** by online transaction/Cheque. (**Copies of cheque attached herewith**). Soon after receiving the money both of defendants had linger on the matter by one pretext to other by saying that the work is stopped in all the offices due to Covid-19 and Registrar were not working. While the registration work started in entire Punjab and on repeated asking of the plaintiff, defendants stopped and avoided picking up phone calls of the trustees of plaintiff. Whenever defendants picked calls, defendants used very filthy and vulgar language against the trustees of plaintiff and threatened trustees of plaintiff of dire consequences, once the trustees of plaintiff asked to return the money grabbed by both of the defendants. The defendants have embezzled about Rs. **1,36,40,000/-** (One Crore Thirty six Lac Forty thousand) from the plaintiff. **Copy of Firm's Letterhead, Bank Statement and Whats-App chat is enclosed herewith.**

6. That in the month of August 2021, the defendants were informed that trustees of plaintiff were visiting the Hospitals in October and requested the defendants finish/complete the flats works as soon as possible but in October when the trustees of plaintiff visited the flats/ spot, flats/construction works was not completed. Due to this reason, the trustees of plaintiff had to find other accommodation to live for four weeks and the defendants made no effort to improve the situation and construction work of flats and till date defendants have not completed the said construction work and It is very much important to mention here that the defendants have done only half construction work. In November 2021, when the trustees of plaintiff visited the Hospital plaintiff called the architect to value the work he has done by defendants.

plaintiff. Both defendants are very head strong persons and defendants have a lot of Political support. Even in U.K, defendants threatened the trustees of plaintiff by calling them from an unknown phone numbers that if the trustees of plaintiff or their family members will come to India, defendants will eliminate the trustees of plaintiff as well as their family. Due to this reason, trustees of the plaintiff are very much scared and living in an atmosphere of panic and fear. Due to the fear of defendants the trustees of plaintiff are unable to come in India.

9. That after realizing that defendants have been cheated, the plaintiff moved an online complaint to the NRI Police station at Hoshiarpur bearing UID no. 2193618 against the defendants and the inquiry was handed over to DSP N.R.I Police, Jalandhar. On every hearing in the aforementioned inquiry the inquiry officer had done nothing. The inquiry officer was hell bent to give all favor to the defendants for extraneous considerations. Even in this respect a written request was also made before the A.I.G, NRI, Jalandhar for the transfer of the inquiry however nothing was done and the inquiry has already been finalized by the aforementioned inquiry officer against the plaintiff. **Copy of complaint is attached herewith.**

10. That in fact the police and especially the said inquiry officer are acting as per the terms of the defendants and under the influence of the defendants. The defendants are men of means and having lots of political links. The defendants have now been more aggressive towards the plaintiff due to the clean chit given by the investigating agency and defendants are threatening the trustees of plaintiff on daily routine basis.

11. That the defendants are openly saying that defendants will not return the money and threatened the plaintiff to do whatever they can and also abused trustees of plaintiff by using vulgarity. The plaintiff has also come

to know that the defendants are habitual cheaters and other similar cases are also registered against defendants and also so many complaints are pending before the SSP police. **Photocopy of FIR no. 233, dated 10/07/2019 lodged against defendants is attached herewith.**

12. That the defendants have cheated the plaintiff and grab the amount of **Rs. 92,62,050/-** of plaintiff and plaintiff has no other option except to file the present suit for recovery against the defendants.
13. That the cause of action arose to plaintiff firstly on November 2020 again on August 2021 and finally day before yesterday when defendants flatly refused to return the amount of **Rs. 92,62,050/-** to the plaintiff.
14. That the defendants are residing and carry on business/trade under the name and style of **"Nayyar Medicine Traders" and "Nayyar Traders"** situated at Street No. 1, Mohalla New Tagore Nagar and even the bank of defendants in which money has been credited by plaintiff is within the territorial and pecuniary jurisdiction of this Hon'ble court hence this Hon'ble court has jurisdiction to try and decide the present suit.
15. That one complaint U/s 156(3) Cr.P.C against the defendants pending in the court of **MS. MINAKSHI MAHAJAN, JMIC, HOSHIARPUR.**
16. That the suit is for the recovery of **Rs. 9262050 (Ninety Two Lac Sixty Two Thousand Fifty Rupee Only)** requisite fee of **Rs. 2,12,750/- (Two Lac Twelve Thousand Seven Hundred Fifty Rupee)** is affixed with the plaint issued by the Govt. of Punjab in shape of E-Court fees bearing E-court receipt **No. PBCT1434C2307T871.**

It is, therefore, prayed that pass a decree for recovery of amount of **Rs. 9262050/- (Ninety Two Lac Sixty Two Thousand Fifty Rupee Only)** from defendants along with interest @ 18% per annum from the month of November, 2020 till the actual realization of

amount and award Rs. 2 Lac as pendent-lite and future interest at the rate of 18% per annum from the date of filing the suit in favor of plaintiff and against the defendants.

AND

Pass a decree for permanent injunction restraining the defendants their agents, attorneys, nominees etc. from entering into the property/Bhagat Hari Singh Charitable Hospital/Trust situated in Village Dadyal, Saila Khurd, Tehsil & Distt. Hoshiarpur in any manner whatsoever and further restraining the defendants from interfering in the daily/routine proceedings of the said Charitable Hospital/Trust.

AND

It is, further prayed that pass such other order that the Hon'ble court may think fit and proper, as per the facts and circumstances of the case in the interest of justice.

Submitted by

Dated : 20-03-2023

.....Plaintiff
Through

Deepak Chowdry S/o PremDass

THROUGH COUNSEL



**S.S.BHARDWAJ, MS. PREETI & MS. ANAMIKA, ADVOCATES,
DISTRICT COURT HOSHIARPUR**

Verification:- Verified that the contents of my application from para no. 1 to 16 are correct and true and nothing has been concealed therein.
Verified at Hoshiarpur