**THE SUPREME COURT OF INDIA**

(CRIMINAL ORIGINAL JURISDICTION)

**WRIT PETITION (CRIMINAL) NO. OF 2021**

(UNDER ARTICLE 32 OF THE CONSTITUTION OF INDIA)

**IN THE MATTER OF**:-

Amit Chandraker
S/o Sh. Himker Chandraker
House No. 04, Kolihapuri, Pisageon, Pulgaon,
Durg – Chhattisgarh. … Petitioner

Versus

1. Central Bureau of Investigation

Through Its Director

Plot No. 5-B, 6th Floor, CGO Complex,

Lodhi Road, Jawaharlal Nehru Stadium Marg,

New Delhi, Delhi-110003 … Respondent No.1

1. Serious Fraud Investigation Office

Through Its Director

2nd floor, Paryavaran Bhawan,

CGO Complex, Lodhi Road,

New Delhi, Delhi 110003. … Respondent No.2

1. Collector & District Magistrate

Collector Office,

District – Durg-491001

Chhattisgarh … Respondent No.3

1. Nagar Palika Nigam

Through its Commissioner

Aakash Ganga, Supela Bhilai-490023

Chhattisgarh … Respondent No.4

1. Indian Bank Limited

Through Its Managing Director
Post Box No: 5555, 254-260,

Avvai Shanmugam Salai,
Royapettah- 600014,

Chennai, India … Respondent No.5

1. Chandulal Chandrakar Memorial Hospital Pvt. Ltd.

Through its Managing Director

G.E. Road, Nehru Nagar,

Bhilai -490020 Chhattisgarh

India … Respondent No.6

**A WRIT PETITION UNDER ARTICLE 32 OF CONSTITUTION OF INDIA SEEKING A WRIT OF MANDAMUS OR ANY OTHER WRIT, ORDER OR DIRECTION AGAINST THE RESPONDENTS THEREBY DIRECTING THE RESPONDENT NO. 1 & 2 TO INVESTIGATE THE CRIMINAL CONSPIRACY, SCAM, FINANCIAL IRREGULARITY, MORTGAGE OF GOVERNMENT LEASED LAND BY FORGING THE DOCUMENTS, FINANCIAL DEVIATION**

TO,

THE HON’BLE CHIEF JUSTICE OF INDIA

AND HIS OTHER COMPANION JUSTICES OF

HON’BLE SUPREME COURT OF INDIA

THE HUMBLE PETITION OF ABOVE-
NAMED PETITIONER

**MOST RESPECTFULLY SHOWETH**:-

1. The present Writ Petition under Article 32 of Constitution of India is being filed by the Petitioner against the Respondents seeking a Writ of Mandamus or any other Writ, Order or Direction thereby directing the Respondent No.1 & 2 to investigate the criminal conspiracy, financial fraudulence, loss to state, mortgage of government Leased land by forging the document, financial deviation done by the respondents No. 3 to 6with regard to the properties of Chandulal Chandrakar Memorial Hospital Pvt. Ltd situated on the MunicipalCorporation Land.

2. That the petitioner filed representations to the concerned authority to take action and to act in accordance with the law and to take action against the scammers, however, no action has been taken till date. The petitioner is constrained to file the present Writ Petition before this Hon’ble Court as the Petitioner is the real grandson of the elder brother of Late Chandulal Chandrakar who was known as the Gandhi of Chhattisgarh and has worked for the betterment of the downtrodden people and continuously worked for the formation of Chhattisgarh. In his memory the Hospital named Chandulal Chandrakar Memorial Trust was established on a Municipal Corporation Land which was given on lease to the Hospital. As per the terms of the Lease Deed, it was not allowed to mortgage the same to take loan from the Bank, however, the fraudsters in collusion with each other succeeded in their evil design and took the loan and also siphoned off Crores of Rupees resultantly the Bank issued notice for auction of the Hospital and the Municipal Corporation, Bhilai remained silent as a mute spectator and ignored all the complaints and terms of the lease. The terms of the Lease Deed dated 01.02.1996 are reproduced herein below:-

 *“This lease deed is made on the first day of February 1996 between the Chairman on behalf of the Special Area Development Authority (hereinafter called as the “Lessor‟ which expression shall, where the context so permits, include its successor in office) of the First Part AND Sri Chandulal Chandrakar Memorial Hospital, Bhilai, Tehsil and District Durg  through its hereinafter called as the „Lessee‟ which expression shall, where the context so permits, include its successors and permitted assigns) of the Second Part.*

*This witnessed in consideration of Rs. 646945.00 (Rs. Six Lakh Forty Six Thousand Nine Hundred and Forty Five only) paid as premium at concessional rates by the lessee, the receipt whereof the lessor hereby acknowledges and of the rent hereinafter reserved and of the covenants on the part of the lessee hereinafter contained. The lessor hereby demises to the lessee all that piece of land admeasuring 12025 sq.mtr. situated near Nehru Complex, Durg, Tehsil and Dist. Bhilai which plot of land is more particularly described in the schedule (hereinafter referred to as the said property).*

*In consideration of the aforesaid premium, the lessor grants to the lessee a lease over the said property for the term commencing from the date of delivery of possession in the year 1995-96 and ending on the 31st March, 2025-26 (mention coming 30 year) subject to the following terms:-*

*1. The Lessee shall deposit advance ground rent of Rs. 32348/- in the office of Special Area Development Authority, Bhilai-Durg on the first day of April every year.*

*2. The Lessee shall from time to time and at all times during the term of the lease pay except as aforesaid, all taxes, rates, assessments and other charges, which are or may, at any time hereafter during the said term be assessed, charged imposed upon the said land / premises, whether on the Lessor or on the Lessee.*

*3. The lessee shall provide medical treatment to the people of this area and the offierrs and employees of the Authority at a discounted rate on "No Profit No Loss" basis of in his hospital and will not use the aforesaid hospital as means of earning profit. The lessee shall not erect any construction, re-construction or alteration in the aforesaid land without the prior permission of Lessor.*

*A. As per the norms prescribed by the government, the lessee shall provide 12 percent beds of the total available beds in the hospital for people living below the poverty line in the area free of cost. Besides this, the doctors of the hospital will not charge their consultation fee from such patients. In other words, the consultation will be free for them. Investigation/Testing fee shall be 50% free (i.e. 50% fee shall be waived off) in respect of those instruments already available with the hospital but the patients will have to bear full cost of medicines provided by the hospital. The certificate of 'Below Poverty Line' issued by Sarpanch, SADA Member or Mayor of the Nagar Nigam or any authorized agency of the Government will be valid/acceptable.*

*B. In the above context, the entire Durg District (limits of Durg Distrtict) will be considered as the territorial limit.*

*C. The officers and officials whose names are indicated in the list issued by the Authority will bear the full cost of medicines provided by the hospital. However, 60% rebate on remaining medical expenses, including the bed charges, will be given to the Class-III and Class-IV employees. 40% rebate on remaining medical expenses, including the bed charges, will be given to Class-I and Class-II officers/officials. This rebate shall also be given to the first family relatives of the officers/officials of the Authority. It was agreed by the parties that since the construction of the hospital will take a certain time to complete after the land is allotted, therefore, the applicant will provide the aforesaid facilities from other Health Institutions during the period of construction w.e.f. the date of completion of final formality. On completion of the construction of hospital, these facilities will be provided by the newly established Hospital only.*

*D. The lessee shall not do or causes to be done any act which may be a nuisance to others and shall not do or omit to do any act, deed, matter or thing, which may, in any manner, be in violation of any of the provisions of this Lease Deed.*

*E. The lessee shall not do or causes to be done any loss or damage to the leased plot.*

*F. The lessee shall make arrangement for sewerage in the building constructed in the plot on his own cost and this work will be done in accordance with the sanctioned design.*

*G. That the lessor shall persistently check the complaints of sewerage related payments and in case the lessee fails to remove the shortcomings/complaints within the stipulated period after giving notice, the lessor shall remove such shortcomings/complaint on his own and then recover the cost incurred by him in this regard from the lessee.*

*4. The Lessee shall permit the entry of the lessor or his authorized representative or the employee(s) of M.P. Electricity Department in the said Property for carrying out the work and other activities related to inspect, repair or change the sewer lines or electricity line as and when required.*

*5. The Lessee shall not disrupt, construct or otherwise interfere with the service systems mentioned in paragraph 4 above without the prior written approval of the concerned Authority.*

*6. The lessee will not, without written permission of lessor, use or permit to be used for any purpose other than the purpose aforesaid.*

*7. The lessee in any case shall not be permitted to transfer the said land on the basis of sale. Under extraordinary circumstances, the permission of transfer in favour of successor/legal heir shall be given by the Chairman, Special Area Development Authority, Bhilai. In the event of any breach of this Land Lease Agreement, the Lessor reserves the right to re-enter upon the demised premises or any part thereof as if the lease was never given to the lessee.”*

3. The Petitioner has not filed any other Writ Petition either before this Hon’ble Court or before any other Hon’ble High Court seeking same or similar relief / directions as prayed for in this petition.

4. That the Respondent No.1 and 2 are the investigating agencies, Respondent No.3 is the District Collector, Respondent No.4 is the Nagar Pallika Nigam, Bhilai (Municipal Corporation, Bhilai) Respondent No.5 is the Scheduled Commercial Bank, Respondent No.6 is the Private Limited Company enacted by Companies Act 1956.

5. **BRIEF FACTS OF THE CASE:-**

(i) That on 04.04.1995, Mr. M.P. Chandrakar wrote an application to Chairman of Special Area Development Authority (SADA) to allocate 3 Acres of land in Bhilai for setting up the 100 Beds hospital “Chandulal Chandrakar Memorial Hospital”. In this letter, Mr. M.P. Chandrakar had mentioned that the Hospital falls in the category of Industry; therefore, the land should be allocated at the Industrial rate and demanded the waiver in rates. Mr. M.P. Chandrakar had also submitted a detailed project report alongwith the application. This letter was also sent to the Hon’ble Minister of State Government of Madhya Pradesh Housing & Environment, Bhopal (M.P.). True copy of the application dated 04.04.1995 alongwith the project report of the aforementioned Hospital is annexed herewith as **ANNEXURE P-1** at (Pages 26 to 32).

(ii) That on 05.04.1995, the same application had been registered by the Special Area Development Authority, Bhilai vide File No.II/GR/95/182 and after considering it appropriate forwarded the same to the Authority Board.

 On 14.08.1995, the aforementioned matter was placed before the Board of Consideration in their meeting, in which the decision had been taken by the Board of Consideration and decided to allot 3 acres of land (1,30,905 sq. ft. land) near G.E. Road to Chandulal Chandrakar Memorial Hospital at concessional rate for setting up of an Outdoor and Indoor Hospital with State of the Art Medical Facilities. True translated copy of the Orders dated 05.04.1995 and 14.08.1995 by the Special Area Development Authority, Bhilai vide File No.II/GR/95/182 are annexed herewith as **ANNEXURE P-2**, respectively(Pages 33 to 36)

(iii) That on 20/08/1995, the Special Area Development Authority, Bhilai had also decided to allot the allotted land @ Rs.5 per sq. ft. for setting up the Chandulal Chandrakar Memorial Hospital.

(iv) That vide Orders dated 27.08.1995, 08.09.1995 and 29.10.1995, 02.11.1995, 09.11.1995, 25.01.1996, 31.01.1996 and 01.02.1996, the Special Area Development Authority had decided the terms, conditions and rules for the Chandulal Chandrakar Memorial Hospital. True translated copy of the Orders dated 27.08.1995, 08.09.1995 and 29.10.1995, 02.11.1995, 09.11.1995, 25.01.1996, 31.01.1996 and 01.02.1996 passed by Special Area Development Authority are annexed herewith as **ANNEXURE P-3**, respectively(Pages 37 to 54)

(v) That on 25.01.1996, an intimation was sent by the Special Area Development Authority, Bhilai for depositing a total premium amount of Rs.6,46,945/- @ Rs.5 per sq. ft. and ground rent of Rs.32,348/- (total amount of Rs.6,79,293/-). Chandulal Chandrakar had deposited the said amount with State Bank of India. True translated copy of the intimation letter dated 25.01.1996 sent by Special Area Development Authority, Bhilai alongwith the Challan are annexed herewith as **ANNEXURE P-4**, respectively(Pages 55 to 58).

(vi) That on 01.02.1996, the lease deed was submitted with the Special Area Development Authority and physical possession letter was also allotted to the allottee and on the same day, Special Area Development Authority, Bhilai had issued a letter of physical possession. True translated copy of the Lease Deed dated 01.02.1996 is annexed herewith as **ANNEXURE P-5** (Pages 59 to 71)

True translated copy of Order dated 01.02.1996 passed by the Special Area Development Authority alongwith letter of physical possession dated 01.02.1996 are annexed herewith as **ANNEXURE P-6**, respectively(Pages 72 to 75)

(vii) That Mr M.P. Chandrakar demanded the NOC (No Objection Certificate) to avail credit facilities from Bank by mortgaging leased land allotted to CCMH by SADA) dated 20.03.1997 from SADA so that they can mortgage the land for further development. It was clearly stated on the NOC that if any clause under any circumstances is violated then this NOC will be void. True translated copy of the letter dated 20.03.1997 is annexed herewith as **ANNEXURE P-7** (Pages 76 to 77)

(viii) That vide Order dated 26.07.1997, the Special Area Development Authority, Bhilai has rectified the deed of the allotment of registry of Chandumal Chandrakar Memorial Hospital, Bhilai. True translated copy of the Order dated 26.07.1997 by Special Area Development Authority, Bhilai alongwith the revision premium rate scheme is annexed herewith as **ANNEXURE P-8**, respectively(Pages 78 to 86)

(ix) That the motto or object of the company was public welfare & development (Free vaccination & Advisory to leprosy etc), waiver to be provided to poor people & officer’s of the SADA and the hospital will benefits the nearby local resident or communities.

(x) That the Lessee paid all the loan taken earlier on this leased land property to bank and applied for fresh application (project loan) to avail credit facilities on this leased land plus hospital building constructed at Nehru Nagar Chowk G.E Road, Bhilai (C.G) and other property situated at, Kachandur, Kurud - Road, District - Durg (CG), PIN – 490024, in the name of Chandulal Chandrakar Memorial Hospital.

(xi) That one of the scheduled commercial bank named as Indian Bank published in a leading news paper for E-Auction mode dated 29.02.2020 for the land situated in Kachandur and the leased hold land and constructed building situated in Nehru Nagar, near GE Road.The same hospital was inaugurated by the erstwhile Chief Minister of state Mr. Digvijay Singh (Madhya Pradesh) on 2nd February 1996, with the aim to help poor people and hospital to become advisory centre to many health benefit programmes like leprosy, etc. It is further submitted that under what circumstances Respondent No.6 had taken the loan of Rs.72 Crorefrom the Indian bank instead the Respondent No.6 is totally a developed hospital and Why all the directors haven’t taken remedial measures to repay the loan from own private wealth, 100 % authorized capital (10 Crores) is not yet called from all the directors. The current paid up capital is 99,58,940 (Ninty Nine Lakh Fifty Eight Thousand Nine Hundred Forty Only) as per the balance sheet filled till 31.03.2019 and Annual General Meeting 30.03.2019. True copy of the balance sheet filled dated 31.03.2019 and Annual General Meeting 30.03.2019 is annexed herewithas **ANNEXURE P-9** (Pages 87 to \_\_\_).

(xii) That when Nagar Palika Nigam, Bhilai (C.G.) came to know about the situation of e – auction in which leased hold land was clearly mentioned then the Nagar Palika Nigam did not take any stringent steps against this as they might be knowing this land was offered only for the purpose of welfare (as mentioned above) not for sale. Inspite of all these how and why bank pasted the order of e–auction without taking the approval from competent authority and published 2 times in a leading news paper for E - Auction Mode of selling (First time it was scheduled on 29/Feb/2020 and second time it is scheduled on 06/April/2020). This act not only deteriorates but also has a large scale implication in society. The community will definitely lose their confidence on state as well as such financial institutions and bank. Only for the sake of monetary benefits these agencies not only use the name of a person (Late Chandulal Chandrakar) in respect or memory of whom the SADA has offered the leased land under concessional rates (@ Rs 5 Per Square Feet). True copy of the E-Auction notice dated 29.02.2020 and 06.02.2020) is annexed herewithas **ANNEXURE P-10** (Pages ).

(xiii) That being aggrieved by the decision of the Authorities, the petitioner has filed a representation to the concerned Authority to act in accordance with the law of the country against the corruption which took place in Chandulal Chandrakar Memorial Hospital Private Limited. True copy of the representation to various departments of the Chhattisgarh state government and Indian Bank dated 28.03.2020 respectively is annexed herewith as **ANNEXURE P-11** at (Pages ).

(xiv) That the Chandulal Chandrakar Memorial Hospital has taken Loan from various financial institutions and banks to develop and construct the Private Medical college and Hospital situated at Kachandur, Kurud - Road, District - Durg (CG), PIN – 490024, in the name of Chandulal Chandrakar Memorial Hospital (Section 25 Companies under Companies act, 1956) and definitely these financial institutions and bank would have demanded fresh NOC for this fresh proposal, According to the RTI filed for the same to Nagar Nigam (Municipal Corporation) Bhilai but they provided the Petitioner the NOC given by SADA (Which is already dissolved on 08/06/1998), but not the NOC given by Nagar Nigam (Municipal Corporation) Bhilai. The Petitioner has again filed a First Appeal and then the Petitioner came to know that the Nagar Palika Nigam had not issued any fresh NOC to any bank from where the CCMH has avail the credit facilities. The confirmation regarding the NOC is as per letter sent by Nagar Palika Nigam dated 23.01.2021 vide number /2021/138. It was clearly mentioned that no NOC were provided by the competent authority and if any violation took place then according to clause 7 of the lease deed the leased property will get nullify automatically. True translated copy of the confirmation regarding the NOC is as per letter sent by Nagar Palika Nigam dated 23.01.2021 vide number /2021/138 is annexed herewith as **ANNEXURE P-12** (Pages ).

(xv) That it is clearly mentioned in lease deeds (Clause 7 and Page 6) & NOC (dated 26/03/1997 offered by SADA) and also the letter sent by Nagar Palika Nigam, Bhilai to petitioner dated 23.01.2021 vide its number 2021/138 that, if any terms and conditions gets violated then the Lease will become null and void automatically. The para no.7 of the lease deedclearly states that at any circumstances these lease hold lands cannot be sold & cannot be transferred on the basis of selling to anyone. However, under suspicious circumstances, the Bank initiated e–auction of the whole project as it was constructed and developed primarily on the basis of credit raised or availed on Leased hold land and Building construction as collateral. The fund had been raised on this leased hold property and the same credit facilities had been used to construct the Private Medical College and Hospital buildings.

(xvi) That the bank undergoes e-auction then the money raised or collected will purely be on the basis of sale and purchase which is strictly prohibited by clause 7 of the leased deed it was not allowed to mortgage the lease hold property, however, the Nagar Palika Nigam, Bhilai did not take any action.

(xvii) That as per clause 7 of lease deed under any circumstances the leased land cannot be transferred / mortgaged, even the banks are not allowed to auction the same under any circumstances. Therefore, the notice for auction and despite knowing about the same inaction by the Authorities clearly shows that the respondents No.3 to 6 are hands in glove with each other and involved in Corruption of money.

(xviii) That, the mismanagement / ignorance/ irresponsible behavior / personal wealth creation activity from the whole suspicious designed project by the Director’s of Chandulal Chandrakar Memorial Hospital in collusion with Respondents No.3 to 6 shows that they are commonly involved in making money. Thus, the fair and impartial investigation is needed. Not only had this they have also caused lost to the State by playing the life and career of Students who are studying in the same Medical College. The affiliation/recognition/cancellation of the MBBS seats by Medical Council of India is one of the proofs of Non compliance with the standards of the regulatory bodies. They only manage to get affiliation/ recognition for 2 years i.e. 2013-14 & 2014-2015 only. Since 2015-16 & 2016-17 no students are being enrolled in this Medical College for further studies and hence our state & country faced a shortage of 600 medical students or 600 medicos/doctors in the span of 04 to 05 years, which is clearly loss to our state & ultimately to our Motherland/ Nation.

(xix) That the petitioner request this Hon’ble Court to direct the respondent No.1 and 2 to investigate the fraud, corruption, siphoning of money and other irregularities committed by all the Director’s, Bank officials and the Officials of Nagar Nigam (Municipal Corporation) Bhilai as huge loss occurred to the Medical College, State and Diversification of Fund and most importantly the management who ruined the careers of the young students. The damage to the reputation of the College will also impact the students who will get enrolled and also to the students who paid the partial amount to take admission in the Medical College. The previously enrolled students are facing difficulty during employment and in higher studies after passing from this college due to all these fraudulence activities designed by the Respondents no.3 to 6 in collusion with each other.

(xx) That due to the aforementioned fraudulent activities, the reputation of Chandulal Chandrakar Memorial Hospital is at stake and no new students are coming forward to take admission as the Respondents No.3 to 6 have deliberately damaged the goodwill.

(xxi) That, the people those who are involved in such misdeed not only playing with the future of Student’s but also damaged the name of one of the most respectful persons of the state Late Chandulal Chandrakarji.

6. **GROUNDS:**

1. Because the investigation by the Respondent No.1 and 2 against the culprits, fraudsters who have committed the fraud and corruption is needed.
2. Because the Respondents No.3 to 6 designed the whole corruption and created personal wealth thereby ignoring the norms. Knowingly, they have also defamed the name of Late Chandulal Chandrakar Ji and also the Memorial Hospital started in his name. The fraudsters have knowingly caused loss to State, played with the life of Students.The affiliation/ recognition/ cancellation of the MBBS seats by Medical Council of India clearly show that they have played with the life of Students and also misrepresented the regulatory bodies. They only manage to get affiliation/ recognition for 2 years i.e. 2013-14 & 2014-2015 only. Since 2015-16 & 2016-17 Students are not being enrolled in the Medical College for further studies and hence State & Country facing shortage of 600 medical Students / Medicos / Doctors in the span of 04 to 05 years, which is clear cut loss to State & ultimately to Motherland/ Nation.
3. Because Investigation by the SFIO is essential because it has experts from financial sector, capital market, accountancy, forensic audit, taxation law, customs and investigations.
4. Because investigation is necessary as the same is the case of mischief forgery, criminal breach of trust, dishonestly including delivery of property, cheating by impersonation, falsification of accounts, concealment of property, dishonest misappropriation, corporate fraud and also is the biggest scam of the State committed by the organized money launderers, cheaters and fraudsters.
5. Because the investigation is essential as the directors of the Respondent No. 6 is running a Medical College and Hospital in which the students took admission, as the respondent did not complied with the standards of Medical Council of India. Therefore, they didn’t get the affiliation for fresh batch and the money deposited by the students has not been properly managed. The petitioner also came to know that the students those who have deposited the money in the name of the tution fees and the amount collected has been misappropriated.

7. That the cause of action has arisen on 02.01.2020, when the Petitioner saw the notice of e–auction given by Indian bank in a leading news paper and the same notice was submitted with the representation to the Respondent No.4. Despite the complaints / Representations, no action was taken against the Respondent no.4. The Petitioner made a representation dated 28.02.2020 and made several efforts with the Respondents to take action but no action was taken by the Respondents. The cause of action is still continuing.

**PRAYER**

In view of the aforesaid facts and circumstances, it is therefore, most respectfully prayed that this Hon’ble Court may kindly be pleased to:-

1. Issue a Writ of Mandamus or any other Writ, Order or Direction thereby directing the Respondent No.1 & 2 to investigate the criminal conspiracy, financial fraudulence, loss to state, mortgage of government Leased land by forging the document, financial deviation done by the respondents No.3 to 6 with regard to the properties of Chandulal Chandrakar Memorial Hospital Pvt. Ltd situated on the Municipal Corporation Land.
2. Pass any other or further order which this Hon’ble Court may deem just and proper in the facts and circumstances of the present case to meet the ends of justice.

**AND FOR THIS ACT OF KINDNESS, THE HUMBLE PETITIONER, AS IN DUTY BOUND, SHALL EVER PRAY**

Filed by

**ASHWANI KR. DUBEY**

Advocate for the Petitioner

Drawn on:- 01.03.2021

Filed On :-04.03.2021