

BEFORE THE HON'BLE LOKAYUKTA DELHI
JUSTICE HARISH CHANDRA MISHRA

COMPLAINT NO. C-1608/LOK/2012

IN THE MATTER OF:

SHRI ASHOK BHARDWAJ ... COMPLAINANT

VERSUS

SH. JAI KISHAN SHARMA,
Ex-COUNCILLOR ... RESPONDENT

CAV on 26.07.2022

Pronounced on 04.08.2022

ORDER

Heard Ld. *Amicus Curiae* and the Ld. Counsel for the Respondent.

2. The complainant was not present on the date of hearing nor represented by any counsel and the record shows that he had appeared for the last time on 20.01.2016 and stopped taking any interest in the matter thereafter. However, in view of the financial transactions involved in the controversy and looking into its nature, Ld. *Amicus Curiae* had already been appointed in the matter vide order dated 29.08.2013, who has indeed given very valuable assistance to this Forum.

3. The matter was initiated on 21.06.2012, upon a complaint received from the complainant Shri Ashok Bhardwaj, alleging that the respondent Shri Jai Kishan Sharma was in possession of property disproportionate to his known sources of income. He was merely a bus conductor, but after entering into politics he amassed property worth more than rupees 150 crores, which were

disproportionate to his known sources of income. At this stage it would be appropriate to indicate that the respondent Shri Jai Kishan Sharma was a Municipal Councillor, and hence, a 'public functionary' within the meaning of Section 2(m) of the Delhi Lokayukta and Uplokayukta Act, 1995 (herein after referred to as the 'Act'), from the year 1997 to 2012. Thereafter he is out of office.

4. An inquiry was entered into the matter through Assistant Director (Investigation) of this Forum, who submitted various reports. According to his reports, movable and immovable property which were found to be in possession of the respondent Shri Jai Kishan Sharma and his family members, are as follows:-

A) Immoveable property:-

- i) H.No.A-20 (G+2 Floors), Naya Bazar, Najafgarh, Delhi.
- ii) H.No.A-23 (G+2 Floors), Naya Bazar, Najafgarh, Delhi.
- iii) 1 acre farmhouse in village – Pandwala Kalan, Delhi.
- iv) 1 acre land in Haibatpura, Delhi.
- v) Premises No.1643 (G+1 Floor), Thana Road, Najafgarh, Delhi.
- vi) Plot in Jain Farm, held by Sh. Moti Ram, elder brother of Sh. Jai Kishan Sharma.
- vii) BVM public school in Naya Bazar, Najafgarh, Delhi.
- viii) Plot opp. Planet IT near Sri Agrawal Trust Bhawan, Gali in front of Police Stn. Najafgarh.

- ix) Property on main road Najafgarh-Uttam Nagar road where two agencies/shops namely Reliance Auto Zone and Next are functioning.

B) Vehicles in possession:-

- i) One Linea (Fiat) bearing registration No.DL5CH 3030 Model 2009.
- ii) Endeavor (Ford) bearing registration No.DL3CBG 3030 Model 2008
- iii) Yeti (Skoda) bearing No.DL 7CU 1111, Model - 2012.

5. However, the last report submitted by the Assistant Director (Investigation) on 08.10.2013 shows that most of the immovable property were acquired by the respondent / his family members between the years 1983 to 1995, the period when he was not a Municipal Councillor. At the time of his election as Municipal Councillor, the property were also mentioned by him in the Declaration of Assets filed by him. After making due investigation and looking into the income tax returns filed by the respondent, and also taking into consideration the proceeds received by him as his share in acquisition of an ancestral property, the Assistant Director (Investigation) reported that the property acquired during the period he was a Municipal Councillor, were more or less accounted for. However, some discrepancies were pointed out by Assistant Director (Investigation), which were as follows:-

"By the documents submitted it appeared that the properties in the possession of respondent have been acquired before 1995. But the complainant added new facts in the case by submitting two registered sale deeds pertaining to plot No.1643. Later the complainant also came in the office and told that the respondent had small plots earlier and has managed

to add more land later in the same plot. On receiving this information the details given in the documents were gone through again and it is found that there are some discrepancies that need clarification. The discrepancies noticed in the document are :-

- 1) In the GPA pertaining to Plot No.1643, Thana Road, Najafgarh the land purchased originally (in 1995) seems to be 300 sq. yards but figure 1 clearly seems to be prefixed later to make it 1300 sq. yards shown in Khasra No.24/17/2 and 24/17/3.
- 2) Two more registries are also there pertaining again to plot No.1643, Thana Road, Najafgarh clearly showing that the sale deed is registered in 2006 for 600 sq. yards each (total 1200 sq. yards) shown again in Khasra No. 24/17/2 and 24/17/3.
- 3) In the GPA pertaining to plot Nos. 17 to 20 in Naya Bazar, Najafgarh it is clearly seen that figure 4 is superimposed to make the measurement as 4926 sq. yards in Khasra No.4/16 & 4/17.
- 4) The GPA pertaining to plot Nos. 21 to 25 in Naya Bazar, Najafgarh again clearly shows that figure 4 is superimposed to make the measurement as 4926 sq. yards in Khasra No.4/16 & 4/17.
- 5) It has also been noticed that there is a great difference in rate of properties purchased on the same day.

For example-

Plot No.A-23-1 measuring 282 sq. yards was purchased in March 1995 in Rs.80,000/- (Eight thousand only) in Naya Bazar, Najafgarh.

On the same day property No.1643, Thana Road, Najafgarh was also purchased merely in 70,000/- (Seventy thousand only) and the area shown after prefixing digit 1 is 1300 sq. yards."

6. For the sake of clarity let it be clarified that since there are the investigation reports of the Assistant Director (Investigation) to show that most of the immovable property acquired by the respondent / his family members were between the years 1983 to 1995, when the respondent was not a Municipal Councillor, i.e., a 'public functionary', and the property acquired during the period he was a Municipal Councillor, i.e., a 'public functionary', were more or less accounted for, I am not entering into the details of those property at this stage, as this Forum is not expected to enter into a roving enquiry about such property.

7. The attention of this Forum, however, needs to be focused on the property bearing Plot No. 1643, Thana Road, Najafgarh, New Delhi, which is, though said to be acquired in the year 1995 when the respondent was not a public functionary, but two sale deeds pertaining to the same land were got registered in the name of the respondent by the same vendor in the year 2006 when the respondent became a public functionary. The very acquisition of this property in the year 1995 needs to be looked into as interpolations were *prima faice* found in the original documents of acquisition of the property.

8. There were two more property relating to Plot Nos. 17 to 20 and Plot Nos. 21 to 25, both situated in Naya Bazar, Nazafgarh, New Delhi, in the original documents of which also *prima facie* some interpolations were found to be made in order to increase the measurement of the land, but the said property also stands acquired prior to the period when the respondent was a public functionary, and there is nothing on the record to show that any such interpolation was made after the respondent become a public functionary. There being no evidence to show that any such

interpolation was made after the respondent become a public functionary, the benefit of doubt goes in favour of the respondent. However, the matter may come within the ambit of doubt once the interpolations in the documents relating to the property bearing Plot No. 1643, Thana Road, Najafgarh, New Delhi, gets established.

9. As regards the property pertaining to Plot No. 1643, Thana Road, Nazafgarh, New Delhi, the documents brought on record show that this property was purchased originally in the year 1995 by the respondent Shri Jai Kishan Sharma from one Shri Badan Singh, who in fact, executed the General Power of Attorney in favour of the Respondent out of Khasra Nos. 24/17/2 and 24/17/3 supported with an affidavit verified on 27.03.1995 and Agreement of Sale showing the consideration amount of Rs. 70,000/- and a Receipt of the same amount. These documents are shown to be executed allegedly for 1300 sq. yards of land, but a mere look into the documents discloses that there is more than required space between digit "1" and digit "300" in the measurement of land as mentioned in all these documents, and there is difference in the darkness of the ink. These facts *prima facie* show that digit "1" was prefixed before the digit "300" to make it 1300 sq. yards and the similar discrepancies are there in all the aforesaid documents. It also appears that these documents are signed by the vendor only. Subsequently, two Sale Deeds were executed by Shri Badan Singh in favour of Shri Jai Kishan Sharma on 16.01.2006, when Shri Jai Kishan Sharma admittedly became a Municipal Councillor and thus, a 'public functionary'. These two Sale Deeds pertain to the same land, but were executed only for 600 sq. yards of land each, i.e., 100 sq. yards less than the land which was claimed to be originally purchased in the year

1995. Consideration amount in both the Sale Deeds are shown to be Rs. 3 lacs each. These Sale Deeds have been proved as Exhibit CW-1/A and Exhibit CW-1/B.

10. Shri Badan Singh, the vendor of Shri Jai Kishan Sharma, has filed two affidavits by way of evidence, one is dated 07.04.2016 and the other is dated 10.06.2016, shown as amended/corrected affidavit. In his affidavit dated 07.04.2016, Shri Badan Singh has stated that he was the absolute owner of property measuring 1300 Sq. yards in Plot No. 1643 in village Nazafgarh, New Delhi. He entered into an Agreement of Sale on 27.03.1995 with Shri Jai Kishan Sharma and also executed General Power of Attorney, Receipt, Affidavit etc., in favour of Shri Jai Kishan Sharma on 27.03.1995. He has explained the alleged interpolations in the aforesaid documents by stating that at the time of execution of the documents the measurement of land was incorrectly typed as 300 sq. yards instead of 1300 sq. yards and the same was corrected as 1300 sq. yards by the typist on the same day and thereafter the documents were got notarized by Notary Public. He has again stated that in the year 2006 he executed two Sale Deeds for total area of 1200 sq. yards out of 1300 sq. yards plot, in favour of Shri Jai Kishan Sharma. He has again stated that *"I retained remaining 100 sq. yards from the aforesaid 1300 sq. yards property, as my office space, as mutually agreed between me and Shri Jai Kishan Sharma."*

11. The amended/corrected affidavit dated 10.06.2016 filed by him is repetition of the earlier affidavit, except to the fact that the sentence *"I retained remaining 100 sq. yards from the aforesaid 1300 sq. yards property, as my office space, as mutually agreed between me and Shri Jai Kishan Sharma."* was deleted in the

subsequent affidavit. This witness was cross-examined by the Ld. *Amicus Curiae* in which he has accepted about the sale consideration of the entire plot to be Rs.70,000/-. He has also stated that the General Power of Attorney, Agreement of Sale, Receipt and Affidavit in respect of entire 1300 sq. yards were got prepared by the respondent and brought to him at this house for his signatures and there was no witness present when he signed the said documents. To a Court question, he has specifically stated that no Sale Deed was executed for the balance 100 sq. yards of land as he had already sold the same to the respondent on General Power of Attorney basis. He has also stated that entire 1300 sq. yards of land remained in possession of the respondent. To yet another Court question, he has stated that the respondent did not ask him to execute the Sale Deed for the balance 100 sq. yards of land. To the question as to in what manner he received Rs. 3 lacs each for execution of the two Sale Deeds, this witness has stated that he had not received a penny from the respondent, rather this amount was only shown to have been received in the papers for the purpose of having the registration done. He has also stated that he had received Rs. 70,000/- in all in the year 1995 itself.

12. The respondent Shri Jai Kishan Sharma was also examined in this Forum, wherein he has stated that entire area of land purchased in Khasra No. 1643 was about 1200 to 1300 sq. yards. The Power of Attorney dated 31.3.1995 and Agreement of Sale dated 27.03.1995, were executed in his name by the seller Badan Singh along with affidavit dated 27.3.1995 and Receipt for Rs. 70,000/- for the entire land. Thereafter two Sale Deeds were got registered on 16.01.2006, which are for 600 sq. yards each, with sale consideration of Rs. 3 lacs each. He was handed over the possession of the entire property in the year 1995 itself.

However, when the Sale Deeds were to be executed seller wanted extra consideration and he had paid Rs. 6 lacs extra. He has stated that this land is located in front of the police station. He has also admitted that he entered into another agreement dated 27.03.1995 itself with Shri Satish Kumar for purchase of 282 sq. yards of land bearing Plot No. A-23 out of Khasra No. 29/19 for Rs. 80,000/-. The distance between these two lands is about one kilometer and he has admitted that Khasra No. 1643 is a prime land as compared to Plot No. A-23. When he was asked to explain why he paid Rs. 70,000/- for 1300 sq. yards, which was a prime land as compared to Plot No. A-23 which was 282 sq. yards for which he paid Rs. 80,000/-, he answered that he had paid according to prevailing market rates. He has again stated that the seller had executed two registries of 600 sq. yards each totaling 1200 sq. yards and the remaining 100 sq. yards, the seller kept with himself in which there was office of Shri Badan Singh (seller) and not of this witness.

13. The respondent again filed an amended / corrected affidavit dated 10.06.2016, wherein he has stated that he purchased property bearing No. 1643 measuring 1300 sq. yards in the year 1995 from Shri Badan Singh by way of General Power of Attorney, Agreement to Sell and Receipt dated 27.03.1995 and after preparation of documents it was noticed that the measurement of the property had been typed as 300 sq. yards instead of 1300 sq. yards and thereafter appropriate corrections were made on that date itself by the typist and the documents were got notarized by the Notary Public. He has again stated that in the year 2006 out of the aforesaid property measuring 1300 sq. yards, two Sale Deeds of 600 sq. yards each were executed in his favour on 16.01.2006 by Shri Badan Singh. In this affidavit he has stated

that remaining 100 sq. yards of land remained with him, (which was a clear departure from his earlier statement in which he had stated that the remaining 100 sq. yards of land was kept by the seller himself in which office of the seller Shri Badan Singh was being run). In his cross-examination he has stated that the General Power of Attorney, Agreement of Sale and Receipt were all got executed in Tis Hazari Courts and the documents were signed by him and Badan Singh at Tis Hazari Courts at the same point of time. To the question as to why he got two sale deeds registered for 600 sq. yards each and did not get a sale deed for balance 100 sq. yards, he has replied that he has two sons and he wanted to bequeath the land to them and he did not get the Sale Deed registered for the remaining 100 sq. yards since he had the General Power of Attorney for the said land and he wanted to retain this land for himself. He has again stated in his cross-examination that he had paid the entire consideration to Badan Singh in the year 1995 and therefore in the year 2006 he did not pay any sale consideration to him and the sum of Rs. 3.00 Lac was mentioned in each of the sale deeds as consideration on the basis of the Circle rate and solely for the purpose of having the sale deeds registered and to pay the stamp duty.

14. As to the question as to how did he reconcile the statements that in one affidavit he had stated that 100 sq. yards remained with Badan Singh out of 1300 sq. yards and in other statement he had stated that 100 sq. yards remained with him, he has answered that he had made the statement that 100 sq. yards of land remained with Badan Singh as he had not traced the relevant papers at the relevant time as they were misplaced, and when he found the

papers he informed the Court that 100 sq. yard of land was in his (the respondent's) name.

15. Thus, the materials on record show that in the year 1995, on the same date the respondent had paid Rs. 80,000/- for 282 sq. yards of land situated one kilometer away from the land measuring 1300 sq. yards, for which he had paid only Rs. 70,000/-, and it is admitted by him that 1300 sq. yards of land is situated in the prime locality. Thus the transaction of 1300 sq. yards of land in the year 1995 for a consideration of Rs. 70,000/- only, becomes very doubtful. It *prima facie* appears that only 300 sq. yards of land was originally purchased on that date and later in the year 2006 more land was purchased to make the plot of 1300 sq. yards, and in the original documents interpolations were made prefixing digit "1" before digit "300". Prefixing digit "1" before digit "300" is an admitted fact by the respondent himself but he says that it was a correction made in the year 1995 itself, but another transaction of land on the same date does not *prima facie* support this fact. The receipt of the consideration money after execution of the Sale Deeds, i.e., Rs. 3 lacs each is also a disputed fact, inasmuch as in his earlier statement recorded on S.A., he has stated that he had paid total of six lacs extra to the vendor, but the vendor has stated that he had not received even a single penny and he had received only Rs. 70,000/- in all. Indeed in his cross-examination upon the corrected affidavit, the respondent has again stated that he had paid entire consideration to Shri Badan Singh in the year 1995 itself and in the year 2006 he did not pay any sale consideration, and the sum of Rs. 3 lacs each were mentioned in each of the Sale Deeds as sale consideration on the basis of the Circle rate and solely for the purpose of having the Sale Deeds registered and to pay the stamp

duty. The discrepancies in the statements about the possession over remaining 100 sq. yds. of land again make the evidence of the respondent very doubtful. There is discrepancy in the evidences of the vendor and of the respondent even about the place and manner of execution of the documents in the year 1995.

16. Learned *Amicus Curiae* while pointing out the aforesaid discrepancies in the sale transaction, has submitted that the purchase of 1300 sq. yards of land in the year 1995 is absolutely doubtful. Learned *Amicus Curiae* submits that in fact only 300 sq. yards of land was purchased in the year 1995 by the respondent for the consideration of Rs. 70,000, as by no stretch of imagination can it be said that on the same date the respondent could have purchased 1300 sq. yards of land for Rs. 70,000/- only, when admittedly this land was a prime land then the other land measuring 282 sq. yds., which was purchased for Rs. 80,000/- on the same date. Learned *Amicus Curiae* submits that the Sale Deeds executed in the year 2006 clearly show that more land was purchased in the year 2006 and interpolations were made in the General Power of Attorney and other documents on the back date of 1995 and all these facts need to be examined and appropriate action needs to be taken, as in the year 2006 the respondent was a 'public functionary' within the meaning of Section 2(m) of the Act, and he was not expected to act in the manner he had acted.

17. Learned counsel for the respondent on the other hand has opposed the prayer and has submitted that the entire 1300 sq. yards of land was purchased in the year 1995 itself by the respondent when he was not a public functionary, and this transaction is well proved by the General Power of Attorney and the other supporting documents brought on record. As to the

interpolations, learned counsel for the respondent submits that it was only a correction made after the documents were actually typed and no interpolations have been made in the year 2006, as alleged. Learned counsel submitted that the reason for execution of the two Sale Deeds is also well explained, as these two Sale Deeds were executed in the year 2006 only for the reason that the respondent has two sons and he wanted to give 600 sq. yards of land to each of his sons. Learned counsel further submitted that no doubt can be casted on the execution of General Power of Attorney and the related documents, as at the relevant time it was one of the legally acknowledged mode of purchase and sale of land. In support of his contention, learned counsel for the respondent has placed reliance upon the decision of the Hon'ble Supreme Court of India in *Civil Appeal No. 6197 of 2000* titled ***Alka Bose Vs. Parmatma Devi & Ors.*** decided on 17.12.2008, wherein it has been held that in India, an agreement of sale signed by the vendor and delivered to the purchaser, has always been considered to be a valid contract. Learned counsel of the respondent has also relied upon the decision of Hon'ble High Court of Delhi in case No. *EFA (OS) 3/1990* titled ***Asha M. Jain Vs. The Canara Bank & Ors.*** decided on 15.10.2001, wherein it has been held that the concept of power of attorney sales have been recognized as a mode of transaction. Learned counsel again placed reliance upon the decision of the Hon'ble Supreme Court of India in *Suraj Lamp and Industries Pvt. Ltd. Vs. State of Haryana & Ors.*, decided on 11.10.2001, laying down the law that SA/GPA/WILL transactions are not 'transfers' or 'sales' and such transactions cannot be treated as completed transfers or conveyances. They can continue to be treated as existing

agreement of sale and nothing prevents affected parties from getting registered Deeds of Conveyance to complete their title.

18. Placing reliance on these decisions, learned counsel submitted that the registered Sale Deeds were executed in the year 2006 in favour of the respondent to complete the transactions of sale, which was originally made in the year 1995 by way of General Power of Attorney and the other documents and accordingly, there is no illegality in execution of the Sale Deeds for the same property later, and there is no scope for imputing any intention / doubt about the transaction already made in the year 1995.

19. Learned counsel for the respondent has also submitted that the present proceeding is barred by limitation, as the proceeding has been initiated in the year 2012, whereas the Sale Deeds were executed in the year 2006 itself, and Section 8(ii) of the Act clearly stipulates that if the complaint is made after expiration of a period of five years from the date on which the conduct complained against is alleged to have been committed, the Lokayukta shall not enquire into such matter. Learned counsel accordingly, submitted that this matter is fit to be dismissed and no action can be taken in view of Section 8(ii) of the Act.

20. Having heard learned *Amicus Curiae* and learned counsel for the respondent and upon going through the record, I find that the question whether the respondent has right and title over the property, is not a matter of consideration before this Forum and accordingly, the decisions cited by learned counsel for the respondent are of no help to him. His right and title to the property is not being looked into by this Forum. The only question, which requires to be examined by this Forum is whether interpolations

were made in the General Power of Attorney, Agreement of Sale, Affidavit and Receipt dated 27.03.1995, by the respondent when he was a Municipal Councillor, i.e., a 'public functionary' within the meaning of the Act, and whether the respondent has failed to act in accordance with the norms of integrity and conduct which ought to have been followed by him as a Municipal Councillor. He was not expected to make any interpolations in the documents as a Municipal Councillor to claim his right, title and possession over an immovable property. There are ample materials on record to show that the interpolations in the General Power of Attorney, Agreement of Sale, Affidavit and Receipt dated 27.03.1995 were actually made. Indeed this fact stands admitted when the evidence is brought by the respondent himself stating that at the time of execution of the documents the measurement of land was incorrectly typed as 300 sq. yards instead of 1300 sq. yards and the same was corrected as 1300 sq. yards by the typist on the same day. It is thus, an admitted fact that originally when the General Power of Attorney and the other related documents were typed, the measurement of land was typed as 300 sq. yards of land only. It is claimed by the respondent that this mistake was immediately detected and digit "1" was prefixed before digit "300" to make the measurement of land 1300 sq. yards and thereafter the Notary Public notarized it, but the fact remains that on the same date the respondent had purchased another land measuring only 282 sq. yards for Rs. 80,000/- and admittedly, the land pertaining to Plot No. 1643 is a prime land. At one point of time the respondent states that in the year 2006 while executing the Sale Deeds, he had paid the entire amount of the consideration of Rs. 6 lacs to the vendor. The vendor has stated that he had not received any single penny in the year 2006 and the respondent again came to

depose that he had paid no consideration in the year 2006 rather the consideration amount was only shown in the Sale Deeds for the purpose of having the Sale Deeds registered and to pay the stamp duty. The statements about the possession over the remaining 100 square yards of land are also very doubtful, inasmuch as at one point of time, it is claimed that the remaining 100 sq. yards remained with the vendor but at another point of time this piece of land is claimed to be in possession of the respondent. There is discrepancy in the evidences of the vendor and of the respondent even about the place and manner of execution of the documents in the year 1995. Certainly these discrepancies cannot be termed as mere mistakes and whatever conflicting statements are made, they are the results of thoughts and after thoughts. This clearly makes the entire transaction of the year 1995 very doubtful and leads to a reasonable conclusion about purchase of more land in the same plot in the year 2006 and necessary interpolations in the documents of the 1995. This however, needs to be properly enquired and investigated.

21. The contention of the learned counsel for the Respondent that this matter is barred by limitation under Section 8(ii) of the Act is absolutely misconceived. If the transaction was entered into in the year 2006 by way of two Sale Deeds and any portion of land stood transferred in the year 2006 in favour of the respondent, he continued to enjoy the said property for the whole of the period of his being a public functionary till the year 2012 and even till date. In the year 2012 itself this complaint was filed. Hence, the respondent continued to enjoy the fruits of his illegal actions, if any, and there is no merit in the arguments of learned counsel for the respondent that this matter is barred by limitation and this argument is fit to be rejected.

22. In essence, this Forum finds that it is quite doubtful that corrections in the General Power of Attorney and the other related documents were made in the year 1995 itself. The circumstances *prima facie* indicate that interpolations were made in the year 2006 when more property was sought to be purchased in the same chunk of land in the year 2006. Admittedly there are other immovable property also purchased during the years 1983 to 1995 itself, for which no Sale Deed was executed ever after. It is only this property, i.e., Plot No. 1643 situated at Thana Road, Nazafgarh, New Delhi, that the Sale Deeds were got executed in the year 2006, presumably because earlier only 300 sq. yards of land was purchased and subsequently more land was purchased in the same plot in the year 2006 and in order to avoid any controversy interpolations were sought to be made in the earlier documents. However, as stated earlier, this needs a thorough investigation in the matter and if this fact comes to be true the action of the respondent as a public functionary was certainly not in accordance with the norms of integrity and conduct which ought to have been followed by him as a Municipal Councillor.

23. In case during investigation in the matter the proof of interpolations in the above documents are found, investigation shall also be required to be made in the documents of property relating to Plot Nos. 17 to 20 and Plot Nos. 21 to 25, both situated in Naya Bazar, Nazafgarh, New Delhi, in which also some interpolations are alleged in order to make the measurement of the land more, but this Forum has refrained to take it into consideration in absence of any proof of such interpolation being made after the respondent became a public functionary.

24. In view of the above, and taking into consideration the fact that the respondent is no more a public functionary, but he was a public functionary at the relevant time, in exercise of the powers conferred under Section 12 of the Delhi Lokayukta and Uplokayukta Act, 1995, the following actions are recommended to be taken by the Competent Authority, i.e., the Hon'ble Lt. Governor, NCT of Delhi, against the respondent Sh. Jai Kishan Sharma, the erstwhile Municipal Councillor:-

RECOMMENDATIONS:-

- (i) Warning / caution may be issued to Sh. Jai Kishan Sharma, Ex Councillor, not to indulge in such unfair practices in future, and to be more careful in the event he is re-elected at any point of time in his political career, and to strictly adhere to the norms of integrity and conduct which ought to be followed by the public functionaries of the class to which he may belong.
- (ii) Directions may be issued to the Commissioner of Police, Delhi to register an FIR against the respondent, Sh. Jai Kishan Sharma, Ex-Councillor and to carry out thorough investigation, including forensic examination of the General Power of Attorney, Agreement of Sale, Affidavit and Receipt dated 27.03.1995 relating to purchase of property bearing Plot No. 1643 measuring 1300 sq. yards at Thana Road, Najafgarh, New Delhi, to find out whether the corrections / interpolations were made at the time of execution of the documents, or afterwards, and if *prima facie* evidence of interpolations made later is found, also to include in the ambit of investigation the documents relating to Plot

Nos. 17 to 20 and Plot Nos. 21 to 25, situated in Naya Bazar, Nazafgarh, Delhi, in which also some interpolations are alleged, and if the allegations are found correct, to prosecute the respondent under appropriate provisions of Indian Penal Code and / or any other appropriate provisions of law as may be found applicable.

25. The Registry shall take steps to send the recommendations to the Hon'ble Lieutenant Governor, NCT of Delhi, accompanied with all the relevant papers.

26. Let the copy of this order be sent to both the parties and all concerned. The records be consigned to the record room.

New Delhi,
The 4th of August, 2022.


(JUSTICE HARISH CHANDRA MISHRA)
LOKAYUKTA, NCT of DELHI.