

CAMPAIGN FOR JUDICIAL ACCOUNTABILITY AND REFORM

14, Tower 2, Supreme Enclave, Mayur Vihar Phase- I New Delhi- 110 091

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Patrons: Justice V.R. Krishna Iyer, Justice P.B.Sawant, Justice H. Suresh, Shri Shanti Bhushan, Shri K.G. Kannabiran, Shri Ajit Bhattacharjea, Shri Prabhash Joshi, Prof. B.B.Pande, Admiral R.H. Tahiliani, Dr. Bhaskar Rao, Ms. Arundhati Roy, Dr. Banwari Lal Sharma, Shri Pradip Prabhu, Prof Babu Mathew, Dr Baba Adhav, Ms. Kamini Jaiswal, Shri Mihir Desai, Shri Manoj Mitta

Working Committee: Prashant Bhushan, Venkatesh Sundaram, Indu Prakash Singh, Diwan Singh, D. Leena, Devvrat, Suchi Pande, Rohit Kumar Singh, Mayank Misra, Cheryl D'Souza

To
The Hon'ble Chief Justice of India,
Supreme Court of India,
Tilak Marg,
New Delhi

Dear Sir,

SUB. : REPRESENTATION REGARDING THE PROPOSED APPOINTMENT OF MR. ASHWINI
KUMAR MATA AS JUDGE OF THE HON'BLE DELHI HIGH COURT

It has been brought to our notice that one Mr. Ashwini Kumar Mata, Senior Advocate, Delhi High Court, is being recommended for appointment as a Judge of the Hon'ble High Court of Delhi at New Delhi. In this regard, Dr. Harleen Joshi and her husband Mr. Naresh Kumar Joshi approached us with information that brings to light several instances of complicity of Mr. Mata in the commission of criminal offences including forgery, fabrication of documents, cheating and corruption. It is pertinent to note that an FIR dated September 12, 2007, has also been registered against Mr Mata in this connection. A copy of the said FIR is annexed as **Annexure A**. Furthermore, from the evidence before us it appears that Mr. Mata has also used his influence to subvert the course of justice. The allegations made by Dr. Joshi and her Husband are supported by documentary evidence, which we have examined, and copies of which are annexed.

In view of the seriousness of the matter, we are of the firm opinion that the proposed appointment of Mr. Mata should be put on hold until such time when his name is cleared by an independent and thorough enquiry into the allegations.

Some relevant facts regarding the involvement of Mr. Mata in criminal acts are as follows:

1. Mr. Naresh Kumar Joshi is the owner/ perpetual lessee of a plot of approximately 400 sq. yards situated at B-4/42, Safdarjung Enclave, New Delhi. On February 2, 2000, Mr. Joshi entered into a Construction Agreement with one Mr. Girish Chopra, a building contractor by profession, to reconstruct the property (hereinafter referred to as '**the Construction Agreement**'). To this effect, a General Power of Attorney (GPA) was executed by Mr Joshi in favour of Mr. G. L. Chopra, father of the said contractor. As per the terms of the Construction Agreement and the GPA, the sale of the first and second floors of the property by the builder, was restricted until the construction of the entire building was completed and, the basement, ground and third floors (with terrace rights) of the constructed portion, handed over to Mr Joshi. A copy of the Construction Agreement is annexed as **Annexure B**.
2. The Builder, in contravention to the terms of the Agreement, purportedly entered into an agreement to sell the second floor of the said property to Mr. Ashwini Kumar Mata, and his wife Mrs. Firoza Mata, on November 23, 2000, (hereinafter referred to as "**the Agreement to sell**") at a time when the construction of the building was not complete and the portions of the building assigned to Mr. Joshi had not been transferred to him. Furthermore, this Agreement to sell presented Mr. Joshi as one of the parties to the agreement without his knowledge or consent. Furthermore, Mr. Joshi's signatures were forged in the Agreement to sell a copy of which is annexed as **Annexure C**. It is important to note in this regard that the agreement to sell dated November 23, 2000 was neither registered nor was any Sale Deed executed with respect to the same. However Mr. Mata was put in possession of the second floor of the said property on February 16, 2001, by the builder on the basis of the forged and fabricated Agreement to sell.
3. Subsequently, after having obtaining the forged Agreement to sell, Mr. Mata, in collusion with the officials and staff of the Municipal Corporation of Delhi got the property mutated in his and his wife's name despite the absence of a valid Sale Deed which is essential, in the case of a sale, for any mutation of property to take effect. A copy of the mutation is annexed as **Annexure D**. To this end Mr. Mata also filed a false Affidavit and Indemnity Bond with the Municipal Corporation of Delhi, in which he states under oath that he and his wife were "*the owners of the property vide Agreement to Sell/ Conveyance Deed/ Sale Deed dated 23.11.2000 executed*

by Mr. N. K. Joshi.” Furthermore, Mr. Mata also submitted a copy of the forged Agreement to sell along with the affidavit, the forgery of which is glaring by the fact that a copy of the Agreement to Sell submitted subsequently by Mr. Mata to the ‘Arbitrator’ at the time of initiating arbitration proceedings is different from that submitted to the MCD for mutation of property. In the agreement to sell, presented before the arbitrator, the signatures of Mr Joshi were deleted and the signatures and details of the witnesses were also different clearly showing the fabrication of documents and forgery done by Mr. Mata in a bid to fraudulently obtain the title of the said property from Mr. Joshi. A copy of the false affidavit is annexed as **Annexure E**. A copy of the agreement to sell dated November 23, 2000 filed with the arbitrator is annexed as **Annexure F**.

4. The Indemnity Bond that Mr Mata submitted to the MCD for mutation also misrepresented the fact that the property has been transferred to him and his wife by Mr. Naresh Kumar Joshi vide “registered Deed/ Agreement to Sell”. A copy of the false indemnity bond is annexed as **Annexure G**. It is important to reiterate that neither was any Sale Deed executed in favour of Mr Mata nor any Agreement to sell ever registered.
5. Thereafter, pursuant to the inspection of files and documents in the MCD in 2003, Mr Joshi discovered the fraud perpetrated upon him by Mr. Mata apparently acting in collusion with the builder. Consequently Mr. Joshi filed a complaint before the Economic Offences Wing (EOW) of the Delhi Police, however, the EOW failed to register an FIR into the matter. Subsequently, Mr Joshi, under the Delhi Right to Information Act, 2001, obtained certified copies of the files and documents relating to the mutation of the said property by the MCD in favour of Mr. Mata, which he handed over to the EOW. Despite these documents being submitted to the EOW it still failed to register an FIR into the matter. Being left with no other alternative, Mr. Joshi moved an application before the Chief Judicial Magistrate under Section 156 (3) of the Criminal Procedure Code, 1906, in which the CMM directed the EOW, Delhi Police to file an FIR against Mr. Mata and others on the complaints made by Mr. Joshi. It was only then that the EOW, Delhi Police, registered FIR No. 479/2007 on September 12, 2007 in EOW, South West Police Station under sections 420/467/468/471 and 120B of the Indian Penal Code 1860 against Mr Mata, the builders and others.

6. Pursuant to the aforementioned complaint being filed, Mr. Mata, vide his letter dated November 20, 2003 referred certain disputes arising out of the Agreement to sell to arbitration under the alleged Agreement to sell. As per the agreement, the matter was referred to one Mr. Vijay K Sondhi, Advocate and Partner, Luthra and Luthra Law Offices, as sole arbitrator in the matter. The aforementioned reference to arbitration is annexed as **Annexure H**. Pursuant thereto, Mr Sondhi issued notices to the parties including Mr. Joshi, to appear before him on December 09, 2003 for commencing the arbitration proceedings. Vide his letter dated December 05, 2003, Mr. Joshi objected to the appointment of Mr Sondhi as arbitrator and also questioned the legality of the Arbitration proceedings as he was not a party to the Agreement to sell under which the Arbitral proceedings had been initiated. A copy of the objections raised by Mr Joshi is annexed as **Annexure I**.
7. Despite Mr. Joshi's objections to the arbitration proceedings being conducted, Mr Sondhi initiated the arbitration proceedings on December 09, 2003 and passed an ex-parte award on December 19, 2003 a copy of which is annexed as **Annexure J**. Mr Sondhi, vide his award dated December 19, 2003, ordered status quo to be maintained with respect to the entire building including those parts that were not within the purview of the alleged Agreement to sell and hence not a subject matter for arbitration. This order has resulted in grave monetary loss to Mr. Joshi who had entered into an agreement with Andhra bank for opening a branch of the bank in the ground floor of the said property.
8. In this regard it was subsequently found by Mr. Joshi that Mr. G. L. Chopra, the builder's father and GPA holder of Mr. Joshi, had apparently executed a fresh GPA in favour of Mr. Vijay Sondhi, the arbitrator and nominee of Mr. Mata, with respect to the second floor of the said property on February 16, 2001. This POA is annexed as **Annexure K**. Mr Sondhi, having an interest in the said property, and being the nominee of Mr. Ashwini Kumar Mata did not disclose this material fact to the parties before initiating arbitration proceedings with respect to the said property.
9. Apart from this, Mr. Ashwini Kumar Mata has now gone ahead and affixed a copy of the order of the arbitrator on the said property in a bid to restrict Mr. Joshi from entering into any contract with respect to the said property with any other party thereby resulting in monetary losses to Mr. Joshi. Copies

of photographs showing the notices affixed by Mr.Mata on the said property are annexed as **Annexure L**.

In view of the aforementioned facts and circumstances of the matter, all of which are duly supported by documentary evidence, it appears that Mr. Mata seems to have committed at least the following three serious offences. Firstly, Mr. Mata forged the signature of Mr. Joshi on the agreement to sell which itself is a fabricated document, secondly, he fraudulently, and in collusion with the officials and members of the MCD, effected the mutation of the property in his favour, on the basis of fabricated documents and in the absence of a Sale Deed and thirdly, he appointed his own nominee Mr Vijay Sondhi as sole arbitrator in the matter despite the fact that he had created in Mr. Sondhi an interest in the said property and subsequently attempted to use the illegal arbitral proceedings for his own unlawful gain and for the unlawful loss to others.

We have been made to understand that Mr. Mata's name has been recommended by the Collegium of the Hon'ble High Court of Delhi. It obviously seems that the High Court was not aware of the facts stated in this letter at the time of making its recommendation. However in light of the facts mentioned in this case we request you to kindly reconsider the appointment of Mr.Mata as a judge of the Hon'ble High Court of Delhi.

With warm regards.

(Prashant Bhushan)

For The Campaign for Judicial Accountability and Reforms

Copy to:

Hon'ble Justice B.N.Agrawal

Hon'ble Justice A. Pasayat

Hon'ble Justice S.B. Sinha

Hon'ble Justice D. Bhandari

Hon'ble Justice D.K. Jain

Hon'ble Justice M. Katju

Hon'ble Justice M. K. Sarma

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High Court of Delhi at New Delhi,
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Copy to:

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Hon'ble Justice Madan Lokur

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To
The Hon'ble President of India,
Rashtrapati Bhawan,
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of photographs showing the notices affixed by Mr.Mata on the said property are annexed as **Annexure L**.

In view of the aforementioned facts and circumstances of the matter, all of which are duly supported by documentary evidence, it appears that Mr. Mata seems to have committed at least the following three serious offences. Firstly, Mr. Mata forged the signature of Mr. Joshi on the agreement to sell which itself is a fabricated document, secondly, he fraudulently, and in collusion with the officials and members of the MCD, effected the mutation of the property in his favour, on the basis of fabricated documents and in the absence of a Sale Deed and thirdly, he appointed his own nominee Mr Vijay Sondhi as sole arbitrator in the matter despite the fact that he had created in Mr. Sondhi an interest in the said property and subsequently attempted to use the illegal arbitral proceedings for his own unlawful gain and for the unlawful loss to others.

We have been made to understand that Mr. Mata's name has been recommended by the Collegium of the Hon'ble High Court of Delhi. It obviously seems that the High Court was not aware of the facts stated in this letter at the time of making its recommendation. However in light of the facts mentioned in this case we request you to kindly reconsider the appointment of Mr.Mata as a judge of the Hon'ble High Court of Delhi.

With warm regards.

(Prashant Bhushan)

For The Campaign for Judicial Accountability and Reforms

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Working Committee: Prashant Bhushan, Venkatesh Sundaram, Indu Prakash Singh, Diwan Singh, D. Leena, Devvrat, Suchi Pande, Rohit Kumar Singh, Mayank Misra, Cheryl D'Souza

To
The Hon'ble Prime Minister of India,
10, Race Course Road,
New Delhi

Dear Sir,

SUB. : REPRESENTATION REGARDING THE PROPOSED APPOINTMENT OF MR. ASHWINI
KUMAR MATA AS JUDGE OF THE HON'BLE DELHI HIGH COURT

It has been brought to our notice that one Mr. Ashwini Kumar Mata, Senior Advocate, Delhi High Court, is being recommended for appointment as a Judge of the Hon'ble High Court of Delhi at New Delhi. In this regard, Dr. Harleen Joshi and her husband Mr. Naresh Kumar Joshi approached us with information that brings to light several instances of complicity of Mr. Mata in the commission of criminal offences including forgery, fabrication of documents, cheating and corruption. It is pertinent to note that an FIR dated September 12, 2007, has also been registered against Mr Mata in this connection. A copy of the said FIR is annexed as **Annexure A**. Furthermore, from the evidence before us it appears that Mr. Mata has also used his influence to subvert the course of justice. The allegations made by Dr. Joshi and her Husband are supported by documentary evidence, which we have examined, and copies of which are annexed.

In view of the seriousness of the matter, we are of the firm opinion that the proposed appointment of Mr. Mata should be put on hold until such time when his name is cleared by an independent and thorough enquiry into the allegations.

Some relevant facts regarding the involvement of Mr. Mata in criminal acts are as follows:

1. Mr. Naresh Kumar Joshi is the owner/ perpetual lessee of a plot of approximately 400 sq. yards situated at B-4/42, Safdarjung Enclave, New Delhi. On February 2, 2000, Mr. Joshi entered into a Construction Agreement with one Mr. Girish Chopra, a building contractor by profession, to reconstruct the property (hereinafter referred to as '**the Construction Agreement**'). To this effect, a General Power of Attorney (GPA) was executed by Mr Joshi in favour of Mr. G. L. Chopra, father of the said contractor. As per the terms of the Construction Agreement and the GPA, the sale of the first and second floors of the property by the builder, was restricted until the construction of the entire building was completed and, the basement, ground and third floors (with terrace rights) of the constructed portion, handed over to Mr Joshi. A copy of the Construction Agreement is annexed as **Annexure B**.
2. The Builder, in contravention to the terms of the Agreement, purportedly entered into an agreement to sell the second floor of the said property to Mr. Ashwini Kumar Mata, and his wife Mrs. Firoza Mata, on November 23, 2000, (hereinafter referred to as "**the Agreement to sell**") at a time when the construction of the building was not complete and the portions of the building assigned to Mr. Joshi had not been transferred to him. Furthermore, this Agreement to sell presented Mr. Joshi as one of the parties to the agreement without his knowledge or consent. Furthermore, Mr. Joshi's signatures were forged in the Agreement to sell a copy of which is annexed as **Annexure C**. It is important to note in this regard that the agreement to sell dated November 23, 2000 was neither registered nor was any Sale Deed executed with respect to the same. However Mr. Mata was put in possession of the second floor of the said property on February 16, 2001, by the builder on the basis of the forged and fabricated Agreement to sell.
3. Subsequently, after having obtaining the forged Agreement to sell, Mr. Mata, in collusion with the officials and staff of the Municipal Corporation of Delhi got the property mutated in his and his wife's name despite the absence of a valid Sale Deed which is essential, in the case of a sale, for any mutation of property to take effect. A copy of the mutation is annexed as **Annexure D**. To this end Mr. Mata also filed a false Affidavit and Indemnity Bond with the Municipal Corporation of Delhi, in which he states under oath that he and his wife were "*the owners of the property vide Agreement to Sell/ Conveyance Deed/ Sale Deed dated 23.11.2000 executed*

by Mr. N. K. Joshi.” Furthermore, Mr. Mata also submitted a copy of the forged Agreement to sell along with the affidavit, the forgery of which is glaring by the fact that a copy of the Agreement to Sell submitted subsequently by Mr. Mata to the ‘Arbitrator’ at the time of initiating arbitration proceedings is different from that submitted to the MCD for mutation of property. In the agreement to sell, presented before the arbitrator, the signatures of Mr Joshi were deleted and the signatures and details of the witnesses were also different clearly showing the fabrication of documents and forgery done by Mr. Mata in a bid to fraudulently obtain the title of the said property from Mr. Joshi. A copy of the false affidavit is annexed as **Annexure E**. A copy of the agreement to sell dated November 23, 2000 filed with the arbitrator is annexed as **Annexure F**.

4. The Indemnity Bond that Mr Mata submitted to the MCD for mutation also misrepresented the fact that the property has been transferred to him and his wife by Mr. Naresh Kumar Joshi vide “registered Deed/ Agreement to Sell”. A copy of the false indemnity bond is annexed as **Annexure G**. It is important to reiterate that neither was any Sale Deed executed in favour of Mr Mata nor any Agreement to sell ever registered.
5. Thereafter, pursuant to the inspection of files and documents in the MCD in 2003, Mr Joshi discovered the fraud perpetrated upon him by Mr. Mata apparently acting in collusion with the builder. Consequently Mr. Joshi filed a complaint before the Economic Offences Wing (EOW) of the Delhi Police, however, the EOW failed to register an FIR into the matter. Subsequently, Mr Joshi, under the Delhi Right to Information Act, 2001, obtained certified copies of the files and documents relating to the mutation of the said property by the MCD in favour of Mr. Mata, which he handed over to the EOW. Despite these documents being submitted to the EOW it still failed to register an FIR into the matter. Being left with no other alternative, Mr. Joshi moved an application before the Chief Judicial Magistrate under Section 156 (3) of the Criminal Procedure Code, 1906, in which the CMM directed the EOW, Delhi Police to file an FIR against Mr. Mata and others on the complaints made by Mr. Joshi. It was only then that the EOW, Delhi Police, registered FIR No. 479/2007 on September 12, 2007 in EOW, South West Police Station under sections 420/467/468/471 and 120B of the Indian Penal Code 1860 against Mr Mata, the builders and others.

6. Pursuant to the aforementioned complaint being filed, Mr. Mata, vide his letter dated November 20, 2003 referred certain disputes arising out of the Agreement to sell to arbitration under the alleged Agreement to sell. As per the agreement, the matter was referred to one Mr. Vijay K Sondhi, Advocate and Partner, Luthra and Luthra Law Offices, as sole arbitrator in the matter. The aforementioned reference to arbitration is annexed as **Annexure H**. Pursuant thereto, Mr Sondhi issued notices to the parties including Mr. Joshi, to appear before him on December 09, 2003 for commencing the arbitration proceedings. Vide his letter dated December 05, 2003, Mr. Joshi objected to the appointment of Mr Sondhi as arbitrator and also questioned the legality of the Arbitration proceedings as he was not a party to the Agreement to sell under which the Arbitral proceedings had been initiated. A copy of the objections raised by Mr Joshi is annexed as **Annexure I**.
7. Despite Mr. Joshi's objections to the arbitration proceedings being conducted, Mr Sondhi initiated the arbitration proceedings on December 09, 2003 and passed an ex-parte award on December 19, 2003 a copy of which is annexed as **Annexure J**. Mr Sondhi, vide his award dated December 19, 2003, ordered status quo to be maintained with respect to the entire building including those parts that were not within the purview of the alleged Agreement to sell and hence not a subject matter for arbitration. This order has resulted in grave monetary loss to Mr. Joshi who had entered into an agreement with Andhra bank for opening a branch of the bank in the ground floor of the said property.
8. In this regard it was subsequently found by Mr. Joshi that Mr. G. L. Chopra, the builder's father and GPA holder of Mr. Joshi, had apparently executed a fresh GPA in favour of Mr. Vijay Sondhi, the arbitrator and nominee of Mr. Mata, with respect to the second floor of the said property on February 16, 2001. This POA is annexed as **Annexure K**. Mr Sondhi, having an interest in the said property, and being the nominee of Mr. Ashwini Kumar Mata did not disclose this material fact to the parties before initiating arbitration proceedings with respect to the said property.
9. Apart from this, Mr. Ashwini Kumar Mata has now gone ahead and affixed a copy of the order of the arbitrator on the said property in a bid to restrict Mr. Joshi from entering into any contract with respect to the said property with any other party thereby resulting in monetary losses to Mr. Joshi. Copies

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With warm regards.

(Prashant Bhushan)

For The Campaign for Judicial Accountability and Reforms

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