

**MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971**
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

Case No. EO/E/(262) Of 2018

IN THE MATTER OF:

The Board of Mumbai Port Authority

A Statutory Corporation, Successor in title

Of the Board of Trustees of the port of Mumbai

Having its registered office at Vijay Deep, Shoorji Vallabhdas Marg, Fort,

Mumbai – 400 001.

.....Petitioner

V/s

1. **Ismail Jehangir Saudagar**
Heir and Legal Representative of
Late shri. Saudagar Jehangir,
2. All other Heir and Legal Representative of
Late Shri. Saudagar Jehangir
2nd floor, flat no. 3 and 4
Huseni Mansion, Lady Jamshejji Road,
Mahim, Mumbai
Also at:
Saudagar & Co., Plot No. 17A Mahim Bunder,
Timber Merchants, Mahim Causeway,
Bunder, Mahim, Mumbai – 400 016.
3. Shri Mushir Khan
4. Shri Niyaz Ahmed
5. Shri Javed Shaikh
Illegal Occupants at, Plot No.7,
Timber Merchants, Mahim Causway,
Mahim Bunder Estate, Mahim 400016



....Respondents

Coram: Shri. V. M. Sonar
(Estate Officer)

Petitioner Representative: Mrs. Sugandha Patil (Legal Assistant)

Advocate for Petitioner: Adv. Sarita Yadav i/b M/s. Bangale & Associates

Advocate for Respondent : Adv. Rucha Bhole i/b Adv. Prerak Choudhary.

ORDER

1. This Petition has been preferred by the Petitioner for eviction under Section 5 and 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (hereinafter referred to as 'PPE Act'). Petitioner has prayed for eviction & recovery of arrears and damages.
2. Case of the petitioner as per their pleading may be summarized as under:

वि. मी. सोनार

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

- a) The Petitioner is a Statutory Corporation, constituted under Section 3 of the Major Port Authorities Act, 2021 being the successor in title to the Board of Trustees of the Port of Mumbai, constituted under the Major Port Trust Act, 1963 since repealed, having its office at the abovementioned address.
- b) That the Trustees of the Petitioner granted on monthly tenancy of the plot of land being ALL that pieces or parcel of Plot of Land as per Rent Note No 538 dated 11.06.1970 bearing Plot No.7 admeasuring 39.30 sq mtrs situated at Timber merchants, Mahim Causeway, Mahim Bunder, Mumbai hereinafter referred to as the "the said premises" in favour of Shri Saudagar Jehangir.
- c) That on 07.01.1959, the Petitioner issued Rent Note No 538 dated 11.06.1970 along with terms and condition mentioned therein in favour of Shri Saudagar Jehangir.
- d) That the Shri Saudagar Jehangir died on 02.01.2013 and as per the Petitioner record the Respondent No.1 and 2 became the surviving heir & legal representatives of late Shri Saudagar Jehangir. The Petitioner does not know the whereabouts of other surviving heir & legal Representatives of the late Shri Saudagar Jehangir.
- e) The petitioned premises sanction user was for storage of timber and bamboos and putting up a small structure for small office.
- f) That the Respondent and/or their predecessor have illegally and without the permission of the Petitioner unauthorisedly changed the user of Plot for furniture shop. Respondents have constructed shed causing increase in FSI by unauthorized construction. The said breach is still existing and continuing. The Respondent No.1 has also raised unauthorized construction by increasing permitted FSI.
- g) Respondent and/or their predecessor have illegally and without the permission of the Petitioner has unauthorizedly sublet the petitioned premises to Respondent No.2, 3, 4 & 5. The said breach is still existing and continuing.
- h) The Petitioners vide their Notices dated 09.01.2018 has terminated the monthly tenancy of Respondent on the aforesaid grounds. Further, the Petitioner have submitted that the Notice was duly served upon Respondent by R.P.A.D and by pasting on conspicuous part of petitioned premises.
- i) It is also submitted in the petition after service of the termination notice the occupation of the Respondent on the petitioned premises have become unauthorized and therefore till they vacate the premises compensation for wrongful use and occupation of the petitioned premises.
- j) Thus the petitioner has sought the following reliefs:



वि.मा. साठार

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

- a) "Proceedings may be initiated against the Respondents under section 4 to 7 of Public Premises Act, 1971.
- b) The Respondents may be ordered to handover to the Petitioner vacant and peaceful possession of the said premises specified in the schedule of property of this Petition viz. Plot of Land bearing Plot No. 7 at Mahim Bunder Estate, Mumbai - 16, admeasuring 39.30 sq. mtrs as per Rent Note No.538 dated 11.06.1970 at Timber Merchants, Mahim Causeway, Mahim Bunder Estate, Mumbai.
- c) That the respondents may be ordered to pay the arrears of compensation, taxes and etitiofto other charges of Rs.17,23,817.30/-upto 31.03.2018 with applicable interest as on 31.07.2024 inclusive of dues of SOR as per Tamp order no 54 of 2021 payable from 01.10.2012 to 31.03.2018, the particulars of which are mentioned in the statement of arrears is filed as Annexure "C". Petitioners claims interest on arrears as per the Judgment of the Hon'ble Supreme Court and thereafter @ 18% p.a. on delayed/payments outstanding damages/ compensation as per TR No. 365 of 1991 till 28/02/2020 and @ 15% p.a. on delayed/ outstanding damages/ compensation as per TR No. 296 of 2020 with effect from 01/03/2020, for the amount due from month to month.
- d) The Respondents may be ordered to pay the damages at the rate of three times of the rate of Rs.950.80ps. per square mtrs month for FSI 1 as per the policy of the board of the Petitioner or any other rate/higher rate as per the Board's decision/resolutions, from the date of expiry of the notice period, with increase of 4% every October, till recovery of possession of the premises in the petition by the petitioners with interest thereon @18 % per annum. The Rate of Damages is filed as "Annexure D". The Petitioners claims interest on arrears as per the Judgment of the Hon'ble Supreme Court and thereafter @ 18% p.a. on delayed/payments outstanding damages/ compensation as per TR No. 365 of 1991 till 28/02/2020 and @ 15% p.a. on delayed/ outstanding damages/ compensation as per TR No. 296 of 2020 with effect from 01/03/2020, for the amount due from month to month.
- e) Respondents may be further ordered to pay such higher amount as may be decided by the Trustees of the Petitioner with effect from October 2012 or any such period.
- f) That during the pendency of this petition, the Respondents may be restrained by an order or injunction of this Hon'ble Estate Officer from creating any third party rights/ parting with the possession of the said premises or part thereof in favour of any third party and also be restrained from carrying out any additions/alternations in the said premises.
- g) Interim and Ad-interim relief in terms of prayer clause (e) above
- h) Costs of this Petition
- i) Any such other and further relief as this Hon'ble Estate Officer may deem fit and proper."



3. After submission of the above petition to this authority, this authority issued notice under section 4 (1) of the Public Premises Eviction Act 1971 to the Respondents.
4. The Respondent No.1 has filed written statement & opposed the petition on various grounds. Respondent No.1 case can be summarized as per his pleadings which is summarized as under:

वि. मा. सोडा

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

- a) Estate Officer lacks jurisdiction to entertain the petition filed by the Mumbai Port Authority (MbPA). The Respondent emphasizes that the tenancy dates back to 1959 and has been continuous and lawful, with rent receipts and other documents supporting the same.
- b) The Respondent asserts protection under the Maharashtra Rent Control Act, 1999 and disputes the issuance and legality of the show cause notice, citing procedural irregularities, non-service of notice, and violation of statutory guidelines issued by the Government of India. It is further claimed that the PPE Act cannot override the Rent Control Act in this case, especially when the tenancy predates the declaration of the premises as "public premises."
- c) The Respondent further alleges that the notice and petition are arbitrary, discriminatory, and issued with commercial motives, violating constitutional protections under Articles 14, 19, and 21. Citing multiple precedents including *Jamshed H. Wadia v. MbPT* and *Dwarkadas Marfatia*, the Respondent maintains that state authorities are bound to act fairly and justly, even as landlords. He points to inconsistencies in the MbPA's actions—such as selectively issuing notices and renewing tenancies for others as indicative of mala fide intent.
- d) The petition is liable to be dismissed as untenable in law and fact, pending a High Court writ challenging the jurisdiction and constitutional validity of the proceedings under the PPE Act.

5. In view of the liable pleadings of the parties, this authority framed following issues.
 - i. Whether the Petitioner validly terminated the monthly Lease of the Respondents?
 - ii. Whether the Respondents are unauthorized occupants of the suit premises and liable to be evicted from the petition premises?
 - iii. Whether the Respondent are liable to pay arrears of compensation as claimed by the petitioner? If so, at what rate and what rate of interest?
 - iv. Whether the Respondent are liable to pay damages as claimed by the petitioner? If so, at what rate and what rate of interest?

Findings on the above issues and the reasons therefore:

6. It may be noted that the respondent has not denied the facts regarding giving of the petitioned premises on monthly tenancy as described in the petition. The Respondents have disputed the claim of the Petitioner on the grounds that the tenancy ought to have been renewed by the Petitioner as per the guidelines of the Supreme Court in the case *Jamshed Hormushji Wadia*. Also should have regularized the alleged breaches as per the directions in the SC judgment. According to the Respondent for these reasons the termination of tenancy is illegal. Therefore the evidence on record will have to be scrutinized to answer mainly these issues.

वि. मा. सोडा

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

7. The respondent has examined one witness i.e. PW-1 namely Shweta Burbure. In her affidavit of Evidence PW-1 has supported the contentions raised by the petitioner in the petition. The evidence of PW-1 following documents were marked and exhibited;
- i. Rent Note No. 538 dated 11.06.1970.
 - ii. Petitioner inspection reports dated 15.06.2017, 30.10.2017, 04.07.2017 & 10.11.2017 & Breach conveying letters.
 - iii. Statement of Arrears
 - iv. Statement of Damages
 - v. Petitioner's Advocate Notice dated 09.01.2018 alongwith proof of service and the respondent's advocate letter dated 02.05.2018
 - vi. Copy of letter of Authority in favour of Shweta Burbure dated 21.09.2023.
8. The PW-1 was cross-examined by the Advocate of the Respondent No.1. In cross examination by the Respondent PW-1 has not made any such statement which may discredit her version in the Examination in chief. The documents produced by the petitioner namely Petitioner's inspection reports dated 15.06.2017 & 30.10.2017, Breach conveying letters by the Petitioners dated 04.07.2017 and 10.11.2017 and Petitioner's Advocate Notice dated 09.01.2018 show that the respondent has committed breaches as alleged in the petition and in the termination notice.
9. Evidence of the PW-1 and documents of statements of arrears of compensation and damages cannot be discarded which show that service of termination notice the respondent has failed to pay the damages for using the premises unauthorizedly. The Respondent has not denied the aforesaid breaches having being committed of the T&C of the rent note. There has been change of user to furniture shop and Respondents have sublet the premises to Respondent No.3, 4 & 5 in contravention of the T&C of the rent note. Therefore the above evidence of the petitioner does not appear to be disbelieable in respect of the aforesaid breaches.
10. As against the aforesaid evidence adduced by the petitioner, Respondent has filed Affidavit of Evidence their witness namely Mr. Ismail Jehangir Saudagar with following documents:
- i. Copy of letter 09.12.1982 giving approval to petitioner
 - ii. Copy of letter dated 21.12.1983, 20.06.1997, 16.09.1997 and 09.11.1997
 - iii. Copy of Letter dated 10.11.1997
 - iv. Original letter dated 09.01.1996
 - v. Copy of Letter of acceptance dated 23.10.1996
 - vi. Copy of letter dated 08.07.1999 along with its enclosures compromise letter
 - vii. Copy of letter 23.11.2005
 - viii. Copy of letter dated 14.08.2008 along with its enclosures
 - ix. Copy of the application dated 14.08.2008
 - x. Copy of letter dated 04.05.2011
 - xi. Copy of letter dated 25.06.2012 and the original letter dated 04.10.2012



वि.मा. साठगर

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

- xii. Copy of letter dated 12.06.2013
- xiii. Copy of letter dated 01.02.2019 along with enclosures
- xiv. Tax invoices/ bills sent by the Petitioner
- xv. Original acknowledgment issued by the Petitioner
- xvi. Copy of letter dated 10.03.2018
- xvii. Copies of database of actual occupants
- xviii. Any other document with the leave of this Hon' ble Authority

11. It may be noted from the record from the present proceeding that the witness No.1 of the Respondent was required to face the full cross examination by the advocate of the petitioner but, as the witness of the Respondent was not responding to the questions posed in cross examination after recording of some part of the cross examination, this authority closed the cross examination of the witness of Respondent No.1. There was sufficient opportunities given to the Respondent witness No.1 to face cross examination and continue the matter at hand. Thereafter the evidence was closed and the matter was fixed for arguments.
12. The petitioner has filed written arguments. However despite sufficient opportunities of hearing given to advance arguments Respondent No.1 has failed to advance any oral or written arguments till date.
13. As noted above the evidence of witness of Respondent No.1 is without facing the full cross examination, it cannot be considered as admissible evidence. And therefore it would have to be taken into consideration for any purpose. In this regard reliance may be placed on judgment Ripen Kumar vs Department Of Customs (2000(72) ECC722) in which Delhi High Court had held "*incomplete statement of PW-1 in the absence of cross-examination could not be treated as evidence nor the same could be relied upon.*"
14. Based on the evidence adduced by the Petitioner in support of their claim, I hold that as per the Inspector reports dated 15.06.2017 and 30.10.2017 (**Exhibit B Colly**), Breach Conveying Letter dated 04.07.2017 & 10.07.2017 (**Exhibit C Colly**) of the Petitioners showing Respondent No.1 had illegally and unauthorizedly constructed shed and increase in FSI in contravention of the T&C of the rent note. There has been change of user to furniture shop and Respondents have sublet the premises to Respondent No.3, 4 & 5 in contravention of the T&C of the rent note and thereby violated T&C of rent note which are mentioned Rent Note No. 538 dated 11.06.1970. The Petitioners vide their Notice dated 09.01.2018 has terminated the monthly tenancy of Respondent No.1. The Petitioner's notice dated 09.01.2018 was served to Respondent No.1 by way of RPAD & pasting and the same is taken on record. Hence, notices were validly served and despite the receipt of said notice the Respondents have failed to comply with the requisitions contained therein. Petitioners have submitted inspection Reports dated 15.07.2017 and 30.10.2017, Breach Conveying Letter dated 04.07.2017 & 10.11.2017 wherein it is shown Respondent No.1 have committed various breaches nauthorized change of user to furniture shop and subletting the petitioned premises thereby violating T&C of monthly tenancy given by petitioner. Therefore, I hold that Issue No. 1 is proved.



A. M. H. J. K.

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

15. After the termination of monthly tenancy authority of the Respondents to occupy the petition premise was withdrawn. However, the Respondent did not handover the possession of the petition premises to the Petitioner hence the status of Respondents with regard to petition premises became that of an 'unauthorized occupant' in terms of Section 2 (g) of the PPE Act. The same is reproduced here for the sake of reference-
Section 2 (g)-"Unauthorized occupation, in relation to any premises, means the occupation of any person of the public premises without authority for such occupation and includes the continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises as expired or has been determined for any reason whatsoever."

It is to be noted that after the expiry of the notice period, the Respondents are in unauthorised occupation of the premise in the petition. I therefore, held that Issue no 2 is proved.

16. The Respondents are in arrears of rent/compensation along with interest thereon in respect of the demise premise, amounting to Rs. 1723819.30 and damages at the rate of three times of Rs. 753.94 per sq. mtrs. Per month alongwith the interest and outstanding charges as enclosed in the statement of arrears which is duly produced on record and signed by Mr. K.R Lalwani, Assistant Estate Manager (Gr. 1) and marked as **Exhibit C**. The Respondents have not adduced any documentary evidence to support their claim It is to be noted that for such unauthorized occupation, the Respondents are the unlawful occupants of the petition premises and they have neither adduced any evidence to support their claim as 'authorized' nor have they adduced any evidence to refute the claims of arrears/damages by Petitioner. Based on the above findings, and the documentary evidences submitted by the Petitioner, the Respondents are liable to pay damages/mesne profits for wrongful use and occupation of the subject premise from the date of petition up to the date recovery of premise. The Petitioners are entitled to recover from the Respondents the vacant and peaceful possession of the petition premises, and the arrears of rent, compensation, damages and interest as stated. Therefore, I hold Issue Nos. 3 and 4 are proved.

17. The nature of above proceeding is summary in nature and same needs to be followed in its strictest sense. Respondents have failed to adhere to the summary nature of the proceeding. The object of PPE proceeding has been up-held by Apex Court in the case of Jain Ink Manufacturing Company v Life Insurance Company AIR 1981 SC 670 wherein it was categorically held that "*the object of the Premises Act is to provide for eviction of unauthorised occupants from public premises by a summary procedure so that the premises may be available to the authorities mentioned in the Premises Act, which constitute a class by themselves*".

18. Upon perusal of the petition, written arguments, and documents submitted on record, it is observed that the Petitioner validly and lawfully terminated monthly tenancy of Respondent. In the circumstances, being satisfied as above, I, therefore, declare that the Respondent are in unauthorized occupation of the premises. I hereby declare Respondent

वि. ए. शिंदे



MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

as unauthorized occupants and pass orders for payment of arrears of compensation, taxes, and other charges under section 7(1) (2) (2A) of the 1971 Act against the Respondent. Accordingly, orders in Form 'G' are issued.

19. Upon perusal of the evidence, I have assessed the Petitioners S Statement of Damages adduced with this order as compensation/arrears pay the sum of Rs. 13432817.89.54 (One Crore Forty Three Lakhs Thirty Two Thousand Eighty Hundred and Seventeen only) assessed by me as damages/mesne profit on account of your unauthorized occupation of the premises and to pay the compensation arrears upto 30.06.2025 with interest as on 30.06.2025 amounting to Rs. 13432817.89.54 (One Crore Forty Three Lakhs Thirty Two Thousand Eighty Hundred and Seventeen only) including damages. I hereby order Respondents to pay the same. Accordingly, orders in, Form 'B', Form 'G' are issued



नि.मि. मीठा

MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.

Form B

Order under sub-sections (1) of Section 5 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971

Case No. EO/E/(262) of 2018

The Board of Mumbai Port Authority

A Statutory Corporation, Successor in title

Of the Board of Trustees of the port of Mumbai

Having its registered office at Vijay Deep, Shoorji Vallabhdas Marg, Fort,
Mumbai – 400 001.

.....Petitioner

V/s

1. **Ismail Jehangir Saudagar**
Heir and Legal Representative of
Late shri. Saudagar Jehangir,
2. All other Heir and Legal Representative of
Late Shri. Saudagar Jehangir
2nd floor, flat no. 3 and 4
Huseni Mansion, Lady Jamshetji Road,
Mahim, Mumbai
Also at:
Saudagar & Co., Plot No. 17A Mahim Bunder,
Timber Merchants, Mahim Causeway,
Bunder, Mahim, Mumbai – 400 016.
3. Shri Mushir Khan
4. Shri Niyaz Ahmed
5. Shri Javed Shaikh
Illegal Occupants at, Plot No.7,
Timber Merchants, Mahim Causway,
Mahim Bunder Estate, Mahim 400016



....Respondents

ORDER

WHEREAS, I, the undersigned am satisfied for the reasons recorded hereinabove that the Ismail Jehangir Saudagar & Ors., are in unauthorized occupation of Public Premises specified in the Schedule below and have failed to hand over vacant and peaceful possession despite termination of tenancy.

REASON

Upon perusal of the petition, documents on record and heard the argument of advocate for the petitioner, it is, prima facie, observed that

1. The Petitioner's Advocate vide legal notice dated 09.01.2018 to the Respondent No. 1 terminated the monthly tenancy.

NOW, THEREFORE, in exercise of the powers conferred on me under sub-section (1) of Section 5 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, I

नि. मा. सागर

**MUMBAI PORT AUTHORITY
OFFICE OF THE ESTATE OFFICER
UNDER PUBLIC PREMISES (EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971
The Estate Officer, 6th Floor, Vijay deep bldg., S. V. Marg, Ballard Estate, Mumbai – 400 001.**

NOW, THEREFORE, in exercise of the powers confirmed on me by sub section 2 of Section (7) of the Public Premises (Eviction of Un authorized Occupants) Act, 1971, I hereby order you to pay the sum for the period from 1st April 2018 at the rate of three times of the rate of Rs. 753.94 i.e. 39.30.00 sq. mts per month as per the policy of the Board of the petitioner or any other higher rate of petitioner as per the Board's decision / resolution from the dated of expiry of the notice period with increase of 4% every October till recovery of possession of the petition premises in the petition by the petitioner with interest thereon @18% per annum and further interest till realization of payment as damages on account of your unauthorized occupation of the premises.

In exercise of the power conferred by sub-section 2-A of the section 7 of the said Act, I also hereby order you to pay the compensation upto 31.03.2018 with interest as on 31.03.2018 amounting to Rs. 1721967.20 (Rs. Seventeen Lakh Twenty One Thousand Nine Hundred And Sixty Seven only) and damages and compensation arrears as per **Annexure 'B'** amounting to Rs. 13432817.89.54 (One Crore Forty Three Lakhs Thirty Two Thousand Eighty Hundred and Seventeen only). I also hereby order you to pay interest @ 18% per annum on the above damages till recovery of possession of the premises.

In the event of your refusal or failure to pay the damages, or any instalments hereof within the said period or in the manner aforesaid, the amount will be covered as arrears of land revenue.

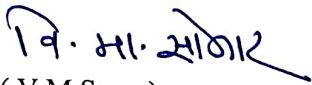
In exercise of the power conferred by sub-section (2-A) of Section 7 of the said Act.

SCHEDULE

Description of the Petition Premises

Plot No. 7, situated at Timber Merchants, Mahim Causeway, Bunder Mahim, Mumbai - 400 016, and bounded to the North by Plot No. 16 Mahim Bunder, to the South by Plot No. 18 Mahim Bunder, to the West by Internal Road and to the East by Plot No. 17 Mahim Bunder.

Place: Mumbai
Date: 16.07.2025


(V.M Sonar)
ESTATE OFFICER



NAME OF THE TENENT- Shri. Saudaggar Jahangir
 PLOT NO - 7 at Mahim Bunder
 CODE - 41413122
 AREA (Squtrs) - 39.30 sq mtrs



STATEMENT OF ARREARS

1. ALL CALCULATIONS/RATES ARE SUBJECT TO VERIFICATION/AUDIT.
2. THIS STATEMENT DOES NOT INCLUDE ANY CHARGES/PENALTIES PAYABLE FOR REGULARISATION OF BREACHES IF ANY WHICH WILL BE CHARGED & CONVEYED SEPERATELY
3. ARREARS FROM 01.10.2012 ARE CALCULATED AS PER SOR (2012-2017) & (2017-2022) & MbPT Land SOR (2022-27)
4. FSI CONSIDERED FOR SOR COMPENSATION CALCULATION IS SUBJECT TO OUTCOME OF FSI COMMITTEE REPORT
5. TR 127/2006 WILL BE APPLICABLE FOR BREACHES AFTER 10.03.2004

AS PER	ZONE	RATE per sq m	RATE AS ON
GOVERNMENT OF MAHARASHTRA GAZATTE NO 43 DT 26.04.2023	17/119	763.94	01.08.2025

Sr. No.	CHARGES	COMP + SC + ADDL	INTEREST	PAID	RS.
		(a)	(b)	(c)	(a) + (b) - (c)
1	COMPENSATION ARREARS AS PER S.C.JUDGMENT FROM 01.02.1983 UPTO 31.03.2004	231867.95			231867.95
2	PRESUMING INTEREST ON ARREARS UPTO 31.03.2004 AS ON 30.06.2025		9562.90	+	9562.90
3	INTEREST BILLED BUT NOT PAID UPTO 31.03.2004		134.13	+	134.13
4	ARREARS UPTO 31.03.2004				241564.98
5	PAID ARREARS FROM 01.02.1983 TO 31.03.2004			0.00 -	0.00
	TOTAL ARREARS AS PER S.C.JUDGMENT UPTO 31.03.2004 WITH INTEREST AS ON 30.06.2025				241564.98
5a)	LESS: AMOUNT LYING IN SUSPENSE ACCOUNT			144879.59 -	144879.59
5b)	LESS: AMOUNT LYING IN MD			292644.42 -	292644.42
	BALANCE ARREARS PAYABLE AS PER S.C.JUDGMENT UPTO 31.03.2004 AS ON 30.06.2025 (EXCLUDING BREACHES AND DEPOSIT)				-195959.03 (A)
6a)	BILLED ARREARS FROM 01.04.2004 TO 31.08.2006	21895.57			21895.57
6b)	PAID ARREARS FROM 01.04.2004 TO 31.08.2006			21895.57 -	21895.57
6c)	BALANCE ARREARS FROM 01.04.2004 TO 31.08.2006				0.00
6d)	PRESUMING INTEREST FROM 01.04.2004 TO 31.08.2006 ON ARREARS		0.00	+	0.00
6e)	INTEREST BILLED BUT NOT PAID FROM 01.04.2004 TO 31.08.2006	0.00			0.00
6	BILLED ARREARS AS PER S.C.JUDGMENT WEF 01.04.2004 TO 31.08.2006 WITH PRESUMING INTEREST AS ON 30.06.2025				0.00
7a)	ARREARS AS PER TR127 FROM 01.09.2006 TO 30.09.2012	365893.76			365893.76
7b)	PAID ARREARS FROM 01.09.2006 TO 30.09.2012			65365.38 -	65365.38
7c)	BALANCE ARREARS FROM 01.09.2006 TO 30.09.2012				300528.38
7d)	PRESUMING INTEREST FROM 01.09.2006 TO 30.09.2012 ON ARREARS		755888.74	+	755888.74
7e)	INTEREST BILLED BUT NOT PAID FROM 01.09.2006 TO 30.09.2012	0.00			0.00
7	BILLED ARREARS AS PER S.C.JUDGMENT WEF 01.09.2006 TO 30.09.2012 WITH PRESUMING INTEREST AS ON 30.06.2025				1056417.12
8a)	ARREARS TOWARDS SERVICE TAX AS PER TR 127 UPTO 30.09.2012	25338.55			25338.55
8b)	PAID ARREARS TOWARDS SERVICE TAX UPTO 30.09.2012			4174.83 -	4174.83
8c)	BALANCE ARREARS OF SERVICE TAX UPTO 30.09.2012				21163.72
8d)	PRESUMING INTEREST OF SERVICE TAX AS PER TR 127 UPTO 30.09.2012		16772.40	+	16772.40
8e)	INTEREST BILLED BUT NOT PAID ON SERVICE TAX UPTO 30.09.2012	0.00		+	0.00
8	TOTAL BILLED ARREARS TOWARDS SERVICE TAX UPTO 30.09.2012 WITH PRESUMING INTEREST AS ON 30.06.2025				37936.12
	AMOUNT PAYABLE AS PER S.C.JUDGMENT WITH INTEREST FROM 01.04.2004 TO 30.09.2012 AS ON 30.06.2025				1094353.24 (B)
9a)	BILLED ARREARS FROM 01.10.2012 TO 30.06.2025	73598.79			73598.79
9b)	PAID ARREARS FROM 01.10.2012 TO 30.06.2025			73598.79 -	73598.79
9c)	BALANCE ARREARS FROM 01.10.2012 TO 30.06.2025				0.00
9d)	PRESUMING INTEREST FROM 01.04.2004 TO 30.09.2012 ON ARREARS		0.00	+	0.00
9e)	INTEREST BILLED BUT NOT PAID FROM 01.10.2012 TO 30.06.2025	0.00			0.00
9	TOTAL BILLED ARREARS AS PER S.C.JUDGMENT W.E.F. 01.10.2012 TO 30.06.2025 (including IBBNP)				0.00
10a)	BILLED SERVICE TAX ARREARS FROM 01.10.2012 TO 30.06.2025	7276.37			7276.37
10b)	PAID SERVICE TAX ARREARS FROM 01.10.2012 TO 30.06.2025			7276.37 -	7276.37
10c)	BALANCE SERVICE TAX ARREARS FROM 01.10.2012 TO 30.06.2025				0.00
10d)	PRESUMING INTEREST ON SERVICE TAX FROM 01.10.2012 TO 30.06.2025		0.00	+	0.00
10e)	INTEREST BILLED BUT NOT PAID ON SERVICE TAX FROM 01.10.2012 TO 30.06.2025	0.00		+	0.00
10	TOTAL BILLED ARREARS TOWARDS SERVICE TAX/GST FROM 01.10.2012 TO 30.06.2025 (including IBBNP)				0.00 (C)
	AMOUNT PAYABLE WITH INTEREST ON BILLED ARREARS FROM 01.10.2012 TO 30.06.2025 WITH INTEREST AS ON 30.06.2025				898394.21
	TOTAL AMOUNT PAYABLE WITH INTEREST AS PER S.C.JUDGMENT /TR 127 UPTO 30.06.2025 WITH INTEREST AS ON 30.06.2025				697942.99
11	DIFFERENTIAL SOR DEMAND NOTICE ARREARS BILLED FROM 01.10.2012 TO 30.06.2025 (excluding Interest)	697942.99			697942.99
12	GST ON DIFFERENTIAL SOR DEMAND NOTICE ARREARS FROM 01.10.2012 TO 30.06.2025 (excluding Interest)	125630.00		+	125630.00
	TOTAL DIFFERENTIAL SOR DEMAND NOTICE ARREARS FROM 01.10.2012 TO 30.06.2025 (excluding Interest)				823572.99 (D)
	Total Arrears payable upto 30.06.2025 (A + B + C + D)	1549443.98	782358.17	609834.95	1721967.20
					0.17 crs

30.06.2025 is not charged.

[Note: Interest on differential arrears from 01.10.2012 to the same will be charged after approval of the competent authority

ARREARS AS PER DAMAGES FOR THE PERIOD FROM 01.04.2018 TO 30.06.2025 WITH INTEREST AS ON 30.06.2025

NOTE : ERRORS AND OMISSIONS EXCEPTED

NAME OF THE TENENT:- Shri. Saudaggar Jahangir
 PLOT NO :- 7 at Mahim Bunder
 CODE :- 41413122
 AREA (Sqmts) :- 39.30
 ACTUAL FSI 0.08
 EFFECTIVE REVISED FSI 0.50
 Service charges 19.65 78.6 (w.e.f 01.06.2023)
 Note :- ERRORS AND OMISSIONS EXCEPTED



Zone : 17/119

Damages payable from 01.04.2018 (Three times of rent)

Period	Rate per sqm p.m. for FSI 1	Three times rate per sqm p.m. for Damages	Damages p.m.
	(A)	(A X 3)	(A) X 3 X AREA
01.04.2018 to 30.09.2018	950.00	2850.00	56002.50
01.10.2018 to 30.09.2019	988.00	2964.00	58242.60
01.10.2019 to 30.09.2020	1027.52	3082.56	60572.30
01.10.2020 to 30.09.2021	1068.62	3205.86	62995.20
01.10.2021 to 30.09.2022	1111.37	3334.10	65515.00
01.10.2022 to 31.05.2023	1155.82	3467.46	68135.60
01.06.2023 to 30.09.2023	724.67	2174.00	42719.00
01.10.2023 to 30.09.2024	739.16	2217.47	43573.38
01.10.2024 to 30.06.2025	753.94	2261.82	44444.85

DAMAGES FROM 01.04.2018 TO 30.06.2025 WITH INTEREST AS ON 30.06.2025

PARTICULARS		AMOUNT in RS.
1	Damages From 01.04.2018 to 30.06.2025	7695389.54
2	Damages Service Tax/GST From 01.04.2018 TO 30.06.2025	1385169.51
3	Interest on Damages From 01.04.2018 to 30.06.2025 as on 30.06.2025	3583476.88
4	Interest on Damages Service Tax/GST From 01.04.2018 to 30.06.2025 as on 30.06.2025	768781.96
5	INTEREST BILLED BUT NOT PAID FROM 01.04.2018 TO 30.06.2025	0.00
6	SERVICE TAX INTEREST BILLED BUT NOT PAID FROM 01.04.2018 TO 30.06.2025	0.00
Total Damages From 01.04.2018 to 30.06.2025 with interest as on 30.06.2025 Rs.		1,34,32,817.89