

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/ (288) Of 2019

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

Indian Vegetable Products Ltd,

Shashikant N. Redji Marg,

Ghorupdeo,

Mumbai-400 033

.....Respondents

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

Petitioner Representative: Jagveer Singh (Sr. Asst Estate Manager Gr.I,
Estate Division)

Advocate for Petitioner: Adv. Mandar Bangale M/s. Bangale & Associates

Advocate for Respondent: Adv. Dharshanadivya Subramanian i/b Adv.
Sakina Lokhakndwala.

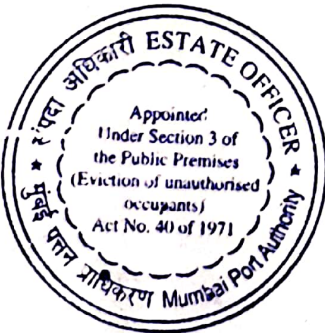
ORDER

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:

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in title to the Board of Trustees of the Port of Mumbai, constituted under the Major Port Trust Act, 1963 since repealed, having its office at the abovementioned address.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 lease of the plot of land being ALL that pieces or parcel of Plot of Land as per Lease Deed dated 11.03.1970 bearing Plot No. R.R. 2036 admeasuring 6106.98 sq mtrs situated at Frere Land Estate, Mumbai hereinafter referred to as the "the said premises" in favor of M/s Indian Vegetable Ltd Products.



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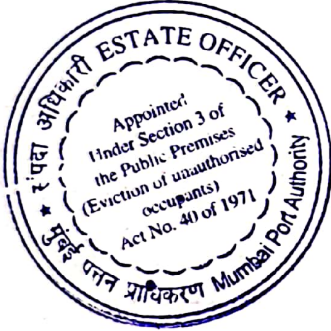
- c) That on 11.06.1970, the Petitioner granted lease mentioned therein in favour of Indian Vegetable LTD Products commencing from 23.09.1966 and expiring on 31.10.1990 by efflux of time.
- d) That the Respondent and/or their predecessor have illegally and without the permission of the Petitioner have committed breach of Lease conditions by unauthorizedly erecting Oil Tanks.
- e) That the Respondents are liable to pay arrears of Rent/Compensation for wrongful use and occupation of petitioned premises. They are also liable to pay damages for wrongful use and occupation of petitioned premises.
- f) The Petitioners vide their Notice dated 30.07.2018 has terminated the tenancy of Respondent on the aforesaid grounds. Further, the Petitioner has submitted that the Notice was duly served upon Respondents by R.P.A.D and by pasting.
- g) It is also submitted in the petition that after service of the termination notice the occupation of the Respondent on the petitioned premises have become unauthorized and therefore they are liable to pay the petitioner compensation for wrongful use and occupation of the petitioned premises till they vacate the premises.
- h) Thus the petitioner has sought the following reliefs:
- a) *"Proceedings may be initiated against the Respondents under section 4 to 7 of Public Premises Act, 1971.*
- b) *The Respondents may be decreed and ordered to handover to the Petitioners vacant and peaceful possession of premises in petition viz. Plot of land bearing R.R. No.2036, admeasuring 6106.98 sq.mtrs.or thereabouts together with the buildings and works for the time being standing on the said land situated at Frere Land Estate, Mumbai, as per detailed particulars mentioned in Exhibit A to the Petition.*
- c) *The Respondents may be ordered to remove the building from the premises in petition within such period as this Hon'ble Authority may deem fit to grant, failing which the Respondents may be decreed and ordered to handover the Plot of land bearing R.R. No.2036, admeasuring 6106.98 sq.mtrs. or thereabouts situated at Frere Land Estate, Mumbai, together with the buildings and works for the time being standing on the said land;*
- d) *The Respondents be ordered to pay the Petitioners the arrears of rent/Compensation, Taxes, other charges in respect of the said premises in petition amounting to Rs. 66,42, 49,323.75 upto 01.03.2019 with interest as on 31.12.2023 as per the particulars mentioned in the statement of arrears as per Exhibit "B". The arrears for the period upto 31.10.2019 comprises of the compensation due and payable as per Supreme court judgement dated 13.04.2004 and the differential arrears on account of revised SOR approved*



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and notified by TAMP for the period from 01.10.2012 to 31.01.2015 and interest thereon as per Board Policy"

- e) The Respondents may be ordered and directed to pay to the petitioner's damages/Compensation for wrongful use and occupation of the said premises amounting of Rs. 185,94,80,038.34/- for the period from 01.03.2019 to 31.12.2023 with interest as on 31.12.2023 as per the particulars mentioned in the Damages as per Exhibit "C". The damages are recoverable at three times the SOR in accordance with the Union cabinet approved Policy Guidelines for Land Management, 2015 (PGLM 2015). The SOR for the period from 01.10.2012 to 30.09.2017 and from 01.10.2017 to 30.09.2022 have been approved and notified by TAMP. The SOR for the period from 01.10.2022 (effective from 01.06.2023) has been approved by the Board. The SOR as on 01.10.2012 increases by 4% annually every October. similarly as on 01.10.2017 increases by 4% annually every October. The SOR effective from 01.10.2022 increases by 2% every October. Further The Petitioners claims interest on arrears as per the Judgment of the Hon'ble Supreme Court and thereafter @ 18% p.a. on delayed/ 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. The damages/ compensation at the said rate are claimed as per Board's policy or at such rate may be sanctioned by the Board by resolution during the pendency of the present Petition, till the recovery of the possession of the said Premises, whichever out of the said two rates are higher.
- f) Respondents may be further ordered to pay such higher amount as may be decided by the Board of the Petitioner with effect from October 2012 or any such period.
- g) That Respondents may be restrained by an order of Hon'ble Authority as stated in Para 8 & 9 of the petition during the pendency of the petition..
- h) Costs of this Petition may be provided for;
- i) Any such other and further relief as this Hon'ble Estate court may deem fit and proper."



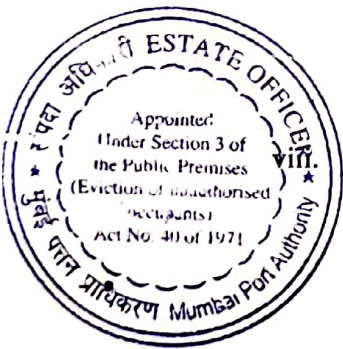
3. Pending the petition, the petitioner had carried amendment to the petition bringing their latest scale of rates based on Policy Guidelines for Land Management 2015.
4. After submission of the above petition, this authority issued notice under section 4 (1) of the Public Premises Eviction Act 1971 to the Respondents via RPAD and show cause Notices were also pasted on petitioned premises.
5. In response to the said notice, Respondent has appeared and filed written statement on 14.11.2019 and contended that the proceedings initiated by the Petitioners under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 are wholly without jurisdiction, illegal, and misconceived, as the Respondent is not an unauthorized occupant and the premises do not qualify as "public premises" within the meaning of the Act; further, the Petitioners have acted contrary to binding Supreme Court judgments (notably in the Wadia case), statutory guidelines, and principles of natural justice, while selectively and arbitrarily targeting the Respondent despite similar cases being treated differently, thereby rendering the eviction proceedings mala fide, time-barred, and liable to be dismissed at the threshold. It is also contended that Petitioners are not included under the definition of

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local authority under section 7 (6) the Maharashtra Rent Control Act of 1999 hence the tenants of the Petitioner enjoy protection under the said Act.

6. In response to the amendment carried out by the petitioner pending the petition, Respondent filed its additional written statement on 03.06.2024 contending the amended claims of the Petitioner, particularly the demand for alleged arrears, damages, and compensation, which are denied in toto as inflated, arbitrary, and unsupported by law. The Respondent disputes the calculation of amounts (including the substantial claim reflected in Annexures), contending that such claims are based on erroneous assumptions and are contrary to settled legal principles that prohibit levy of excessive or retrospective charges by public authorities. It is further contended that the Scale of Rates of Petitioner are sub-judice before Bombay High Court and cannot be applied to subject case.
7. In view of the rival pleadings of the parties, this authority framed on 14.11.2024 following issues.
- i. Do the Petitioners prove that the tenancy has been validly and lawfully terminated by them?
 - ii. Do the Petitioners prove that the Respondents are unauthorized occupants in respect of suit premises?
 - iii. Whether the Petitioners prove that the Respondents have committed breaches as alleged in the petition?
 - iv. Whether the Petitioners prove that they are entitled to claim rent/compensation, damages for wrongful use and occupation, interest and/ or other charges as prayed in the petition in respect of the premises?
 - v. Do the Petitioners prove that the Respondents may be further ordered to pay such higher amounts as may be decided by the Board of the Petitioners with effect from October 2012 or any such period?
 - vi. Do the Petitioners prove that the Premises in the Petition are required by the Petitioners for Port Trust's own use and for development of property according to Master plan approved vide TR No. 13 of 2018?
 - vii. Whether the Petitioners prove that Respondent is liable for alleged arrears of rent/compensation taxes, other charges in respect of the premises concerning the Petition amounting to Rs. 66,42,49,323.75 upto 1 March 2019 with interest as on 31-December 2023 in terms of the Statement of alleged Arrears at new Exhibit- "B" (as per the amended petition); or at all?
Whether the Petitioner prove that the Respondent is liable to pay alleged damages/compensation for alleged wrongful use and occupation for the premises in the Petition amounting to Rs. 185, 94, 80, 038.34 for the period from 1s March 2019 to 31" December 2023 with interest as on 31% December 2023 in terms of the Statement of alleged Damages at new Exhibit- "C" (as per the amended petition); or at all?
8. The petitioner has examined one witness i.e. PW-1 namely Mr. Jasaskar Bose. In his 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. Lease Deed dated 11.03.1970.
 - ii. Trustee Resolution No.13 of 2018.
 - iii. Submission report dated 28.07.1973.
 - iv. letter dated 18.07.1973



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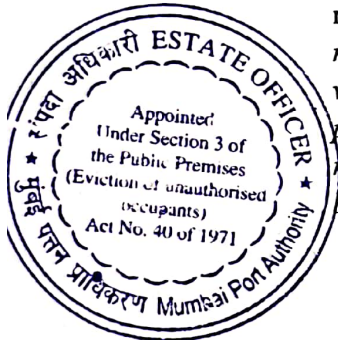
- v. Survey report dated 10.11.1998
 - vi. Statement of arrears of contractual compensation.
 - vii. Statement of Arrears of compensation.
 - viii. Statement of Damages.
 - ix. Advocate Notice dated 30.07.2018.
 - x. Personal Service Reports.
 - xi. RPAD Acknowledgements
 - xii. Pasting Reports.
 - xiii. Trustee Resolution No.365 of 1991
 - xiv. Power of Attorney in favor of Mr. P.A. Johnson, for signing the Petition and Mr. Sunil Kumar for verifying the petition.
 - xv. Power of Attorney in favour of Mr. Jasaskar Bose.
9. PW-1 was cross examined by Respondent and cross examination of petitioner witness concluded on 16.03.2026.
10. As against the aforesaid evidence produced by the petitioner, Respondent has examined one witness by filing Affidavit of Examination-in-Chief (AOE) of their witness (RW-1) namely Jay R Mehta with following documents:
- i. Copy of Respondent Company's Authority letter & Board Resolution dated 06.04.2026.
 - ii. Copy of Petitioners' Termination Notice addressed to the Respondent dated 20.08.1991.
 - iii. Copy of the Respondent's letter addressed to the Petitioner dated 19.07.1995.
 - iv. Copy of the Petitioners letter addressed to the Respondent dated 26.12.1996.
 - v. Copy of Cross-Objections filed by the Petitioners before the Hon'ble Supreme Court in CA No. 5559 of 2001 dated 31.07.2002.
 - vi. Copy of the Petitioners' letter addressed to the Respondent dated 23.10.2003.
 - vii. Copy of the Petitioners' letter addressed to the Respondent dated 26.12.2003.
 - viii. Copy of the Respondent's letter addressed to the Petitioner dated 16.01.2004.
 - ix. Copy of the Respondent's letter addressed to the Petitioner dated 13.02.2004.
 - x. Copy of the Respondent's letter addressed to the Petitioner dated 15.11.2006.
 - xi. Copy of the Respondent's letter addressed to the Respondent dated 17.11.2006.
 - xii. Copy of the Respondent's letter addressed to the Petitioner dated 08.01.2007.
 - xiii. Trustees Resolution No. 61 of 2007.
 - xiv. Trustees Resolution No. 54 of 2008.
 - xv. Copy of the Petitioners' letter addressed to the Respondent dated 24.04.2009.
 - xvi. Trustees Resolution No. 71 of 2009 dated 26.05.2009.
 - xvii. Copy of the Respondent's letter addressed to the Petitioner dated 07.11.2012.
 - xviii. Copy of the Respondent's letter addressed to the Petitioner. Dated 16.12.2010.
 - xix. Copy of the order passed by a Division Bench of the Hon'ble Bombay High Court in the Respondents Writ Petition No. 1439 of 2011 dated 24.01.2012.
 - xx. Copy of the Order passed by the Hon'ble Bombay High Court in Writ Petition No. 2085 of 2009 dated 09.04.2015.
 - xxi. Copy of the Respondent's Advocates letter addressed to the Petitioners' Advocates' Termination Notice dated 06.09.2018.
11. After adducing the above evidence, the Respondent closed his evidence.
12. I have heard the arguments by the Ld. Advocates of the Petitioner and the Respondent respectively.

Findings on the above issues and the reasons thereof:

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Findings and Reasons as to Issue No.1

13. Board of Trustees under Major Port Trusts Act 1963, now under Major Port Authorities Act 2021) and its premises do fall within Section 2(e)(2) (v) of the PPE Act which is in the meaning of public premises. This Authority — the Estate Officer, Mumbai Port Authority — is duly appointed under Section 3 of the PPE Act to exercise powers in respect of public premises under the control of MbPA. Accordingly, this Authority has full and exclusive jurisdiction to entertain and decide the present Petition.
14. Therefore, the Petitioner vide its Notice dated 30.07.2018 has terminated the monthly tenancy. The Petitioner's notice dated 30.07.2018 was served to Respondent by way of RPAD 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 rendering them in unauthorized occupation. After the termination of lease 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.*"



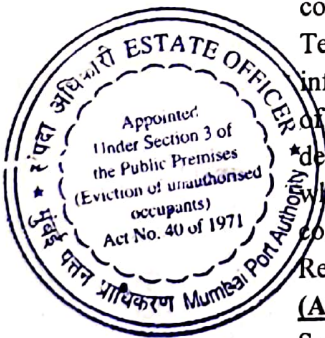
Findings and Reasons as to Issue No.2 & 3

15. It may be noted that the respondent has not denied the facts regarding giving of the petitioned premises on lease as described in the petition. However, the Respondent have disputed the claim of the Petitioner on the grounds that the lease ought to have been renewed by the Petitioner as per the guidelines of the Supreme Court in the case Jamshed Hormushji Wadia and also should have regularized the alleged breaches as per the directions in the SC judgment. Respondent has also alleged as per lease terms and renewal clause the lease ought to have been renewed by Petitioner. 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.
16. It may be noted that the respondent has not denied the facts regarding giving of the petitioned premises on lease as described in the petition. Respondents have submitted that they are party to ongoing cases filed before Bombay High Court challenging petitioner's scale of rates. The writ petition filed by the Respondent before Bombay High Court is numbered as WP No.3530 of 2022. There is order passed by Hon'ble Bombay High Court on 03.07.2025 and later on continued with subsequent orders in WP No.3530 of 2022 staying the passing of order by Estate Officer regarding petitioner claims based on scale of rates (PGLM). In view of this petitioner filed pursis dated 26.05.2026 stating that they

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are pressing the arrears of rent at the rates provided by Supreme Court and TR 127 of 2006 by reserving their right to pursue their rights arrears at the rate of SOR. This submission of the petitioner was allowed by this authority vide order dated 02.06.2026. Therefore the claim regarding recovery of arrears is presently restricted to rates as provided by SC and TR 127 of 2006 and the claim of the petitioner based on the SOR rates shall be taken up at later stage, subject to outcome of decision of Hon'ble High Court in the pending Writ Petition, mentioned herein earlier. Hence in this order the arrears based on the rates provided by Supreme Court and TR No.127 of 2006 is only being considered.

17. The evidence produced by the Petitioner in support of their claim, shows that there was a lease deed executed on 11.03.1970 between the petitioner and respondent which expired on 31.10.1990 by efflux of time (**Exhibit A**). The Lease deed of petitioners dated 11.03.1970 contained a clause for renewal of lease post expiry of the lease term. More specifically of lease deed of the petitioners in clause 7 (5) states that respondent had to approach Petitioners prior to six months of the expiry of lease. Trustee Resolution No.13 of 2019 dated 27.04.2019 showed that petitioners trustee resolution contained a provision wherein if the Plot is required for petitioners own use or likely to be used then petitioner would not renew the lease (**Exhibit B**). Petitioner submission dated 28.07.1973 and Breach Conveying Letter dated 18.07.1973 which was served on the Respondents Architect showing that Respondent has illegally and unauthorizedly constructed two tanks and that respondents need to take approval of petitioner for the said unauthorised construction and 10.11.1998 is Petitioner Survey Report dated 10.11.1998 shows additional area accrued due to unauthorised construction (**Exhibit C, D & E**), Petitioners have submitted survey reports dated 10.11.1998, Breach Conveying Letter dated 18.07.1973 wherein it is shown Respondent have committed various breaches construction Two tanks for storage of oil, thereby violating T&C of petitioner. These inspections were carried out by officials of petitioner. In these inspection reports it is mentioned that portion of the plot is used for construction of two tanks for storage of oil. There is no sufficient reason to discard these documents on record. There is petitioner's statement of arrears/compensation/other charges/damages (**Exhibit F, G & H**).
18. The Respondent evidence comprises a chronological set of documents from 1970 to 2019 in an attempt to demonstrate the origin, continuity, and nature of their occupation, beginning with the Petitioner's lease deed dated 11.03.1970, followed by multiple correspondences and acceptance letters in the 1990s. Respondent has produced Termination Notice Issued by the Petitioner dated 20.8.1991 as (**"Annexure B"**) informing Respondent that the lease had expired and they are in unauthorized occupation of subject premises. The receipt of petitioner advocate termination notice has not been denied by the Respondent. Letter was issued by Respondent to Petitioner on 19.07.1995 whereby Respondent had requested Petitioner to grant them fresh lease as per compromise proposal also send them latest statement of arrears (**"Annexure C"**). Respondent produced letter issued by petitioner to him issuing him liability statement as (**Annexure D**). Respondent has produced cross objections filed by petitioner before Supreme Court in CA No.5559 of 2001 dated 31.07.2002 as (**"Annexure E"**). Respondent has produced letter issued by petitioner dated 23.10.2003 as (**"Annexure F"**) wherein Petitioner had denied Respondent for extension of lease as it was not made within SIX months before expiry of lease (**paragraph 3(2) of letter**) also that liability has not been paid by the Respondent. Respondent has produced letter issued by petitioner

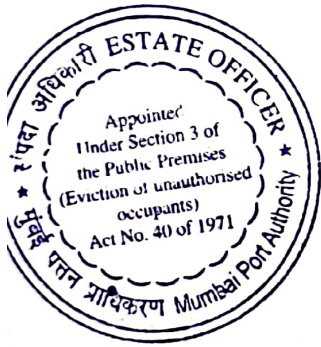


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dated 26.12.2003 as ("Annexure G") informing respondent to produce indemnity bond within 15 days and also communicated the liability. Respondent has produced letter issued by him to petitioner dated 16.01.2004 as ("Annexure H") informing as that indemnity bond is furnished under protest. Again Respondent had not furnished the indemnity in time within 15 days from the receipt of Petitioners Letter dated 26.12.2003. Respondent has produced letter issued by him to petitioner dated 13.02.2004, 15.11.2006 16.01.2004 as ("Annexure I & J") informing petitioner they are disputing the increase in rent by petitioner. Respondent produced letter issued by petitioner to him issuing him liability statement as ("Annexure K") dated 17.11.2006 informing that they reserve their right to collect charges for unauthorized occupation from Respondents. Respondent has relied upon these documents to establish lawful induction, continuous recognition by the Petitioner, payment of dues, and subsisting possession of the premises.

19. In all the aforesaid communications the respondent appears to have pleaded that vide letter dated 19.07.1995 issued by respondent, the Respondent requested the petitioner for extension of lease as per the lease conditions however petitioner failed to recognize such extension with respect to subject Plot. Petitioner through its pleading and Evidence has established that there was renewal clause i.e. 7 (5) in lease deed dated 11.03.1970. The said clause of the lease provides that *"If the Lessee shall desire to take a renewed lease of the Renewal said premises for a further term of thirty years from the expiration of the said term and of such desire shall prior to the expiration of the said term give to the Trustees six calendar months' previous notice in writing and shall have paid the rent reserved by and performed the covenants by and on behalf of the Lessee contained in this lease upto the expiration of the said term then provided the buildings on the said land are repaired and strengthened to the satisfaction of the Trustees to oulast a further period of thirty years the Trustees will grant to the Lessee a new lease of the said premises to be prepared by or on behalf of the Trustees and to be completed and registered in duplicate at the expense of the Lessee for such further term of thirty years with all the same covenants provisos and stipulations as are herein contained excepting this condition for renewal but reserving such monthly rent as may then be decided by the Trustees taking into consideration the rents then prevailing in respect of similar sites in the vicinity PROVIDED HOWEVER and it is hereby expressly agreed and declared that the Trustees shall not be bound to grant to the Lessee a new Lease of the said premises if at the time of the expiration of the term hereby demised the land hereby demised is required or is likely to be required by the Trustees for their own purposes as to which the decision of the Trustees shall be final."*

20. It may be noted that it is not disputed the tenure of lease had expired on 31.10.1990. As per the aforesaid clause 7(5) of the lease deed the respondent was required to apply for extension of lease prior to six months of the said expiry date. Whatever correspondence has been made by the Respondent to renew the lease was only after the expiry of the aforesaid period of six months as prescribed in lease deed. Therefore the petitioner had rightly informed to the Respondent vide letter dated 23.10.2003 in paragraph No.3 (II) informed the Respondent that *"As per the lease deed dated 11.03.1970 the application for renewal has to be made within six months prior to expiry of lease. The application for renewal having been received on 27.06.1995, your contention for not charging premium for not giving notice of renewal in time, cannot be accepted."* Thus it is clear that the Respondent has failed to exercise his right to seek for renewal of lease. Moreover



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petitioner letter dated 23.10.2003 also clearly establishes that Respondent were communicated by the Petitioner that compromise proposal was not accepted and lease could not be renewed as the outstanding was not paid by Respondent. Therefore it can be said that Respondent has no right to ask for renewal of lease. After Expiry of the tenure of lease the possession of the Respondent becomes unauthorized.

21. The contention of the Respondent is that during cross examination and also in the final arguments stated the bills issued are towards compensation/arrears/charges towards wrongful occupation of the petitioned premises. The Respondents have been paying towards using the premises and also payment of arrears cannot amount to regularization of tenancy. It appears from the Letter issued by Petitioner to Respondent dated 07.11.2006 establishes that petitioner had communicated to respondent that they will be charged for unauthorized occupation without prejudice to Petitioners Rights. For these reasons above contention of the Respondents cannot be accepted that the occupation cannot be held as unauthorized because Petitioner had been billing occupation charges even after expiry of lease. It is found that the Respondents have never disputed the fact that this Petitioner is the landlord of the land on which the petition premises are situated, which were given on lease to Indian Vegetable Products Pvt Ltd. Upon perusal of the pleadings, it is observed that the Respondents have committed breaches, which have been proved by the Petitioner through an affidavit of evidence. The defense of the respondent is 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 and also should have regularized the alleged breaches as per the directions in the SC judgment. The Respondent has referred to the said decision of Supreme Court. Learned Advocate for the petitioner has countered the above defense of Respondent by stating in his written argument that the Supreme Court had set out certain criteria for regularization of breaches, which have not been complied with by the Respondent and hence no question of regularization of breaches arose. Petitioner Advocate also contends that compromise could not be finalized or carried through due to your outstanding liabilities toward the Board of Trustees of the Port of Mumbai. Specifically, as detailed in the attached bill dated 07 NOV 2006 (Ref: EM/AL-21/FL-7/17867), there remains an unpaid and unresolved liability concerning damages, compensation, and mesne profits for the wrongful use and occupation of Plot/RR No. 2036 at the Frere Reclamation Estate. Until these outstanding dues are fully cleared and resolved, no compromise or settlement can be given effect. The petitioner's learned Advocate has placed on record copy of the said decision. I have gone through the said decision. Even after consideration of the renewal period from expiry the said lease in 1990, the proposed renewal would also expire on 2020. Therefore the case made out by Respondent does not sustain that they are in authorized occupation till date. **Therefore I hold that Issue No.2 has been proved.**

22. The Issue No.3 is about contention of the petition that it has issued the quit petition also on the ground that the Respondent has raised unauthorized construction over the premises
23. Petitioner in his final arguments has stated that Respondent has unauthorizedly constructed tanks in the subject plot without the approval of Petitioner and Respondent in defense have not produced any evidence showing permission for such construction. Thus, it appears that there cannot be a legal permission for construction of two tanks on the plot, without permission of Petitioner and BMC under its statutory powers.



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24. As regards the allegation of the Respondent that there was no unauthorized construction, It may be noted that the petitioner has produced survey report dated 10.11.1998. This Report was prepared by the officials of the petitioner at the time when they visited the suit premises to carry out inspection thereof. In this report it is clear observation made by the official of the petitioner that he found unauthorized construction being raised by TWO tanks in the petitioned premises. In cross examination no sufficient material is brought on record to discard the above survey report of the survey official of the petitioner. Moreover no material has been brought on record to indicate that survey officer of the plaintiff had any prejudice against the Respondent. There appears no reason to infer that the official of the Petitioner would record false observations in the inspection report regarding plot being is used for construction of tanks.
25. In view of the above reasons, I find that the evidence produced by the petitioner is worthy of trust to hold that the Respondent has raised unauthorized construction, as described above. **Therefore I hold that petitioner has proved the Issue No.3.**

Findings and Reasons as to Issue No.4, 5, 6, 7 & 8:

26. The issue no.4, 5, 6, 7 and 8 are related to Arrears/Compensation/Damages/Other Charges of the Petitioner.
27. At this stage it is reiterated that the Petitioner claims regarding arrears is presently restricted only to rates provided by supreme court and TR No.127 of 2006, as observed herein earlier.
28. According to the petitioner the respondent is in arrears of contractual and other charges together with interest and Arrears as applicable as per the petitioners policy and guidelines. The said arears according to the petitioners were mentioned in Advocate Termination Notice dated 30.07.2019. In paragraph 10 of the Affidavit of Evidence of Petitioner Witness No.1 following has been stated:
"I say that the Respondent is in arrears of compensation and other charges in respect of the premises in Petition amounting to Rs. 19,16,49,646.42 ps. upto 30.09.2012 inclusive of interest upto 28.02.2019 and Rs.17,28,84,731.57ps. from 01.10.2012 to 28.02.2019, inclusive of interest upto 28.02.2019, as per the particulars mentioned in the statement of arrears. The Respondent presently had been billed at Rs.13,74,790.75 per month for compensation as on 30.11.2019. The Petitioners, however, had reserved their right to claim such higher amounts as would be decided by the Board of the Petitioners with effect from October 2012 or any such period till the date of filing of this Petition. I say that the statements is prepared by the Liability Clerk as per my instructions as per records of Estate Department under the usual course of business of the Petitioners. I say the contents of the said statement is true and correct. I tender statement of arrears of compensation, which is listed as Item No.7 in the list of documents. I say the same may be taken on record and marked as Exhibits". The said statement of Arrears is referred to in the affidavit of PW-1 as Exhibit G. Exhibit G corroborates the above evidence of PW-1 which shows that total arrears payable upto 28.02.2019 is amounting to 36,45,34,377.99/- Rs.
29. Respondent has denied the aforesaid arrears contending that the arrears charged as per TR No.127 of 2006 which is sub-judice before Bombay High Court and the rationale adopted during framing of SOR is the very basis of TR No.127 of 2006 which is unfair.

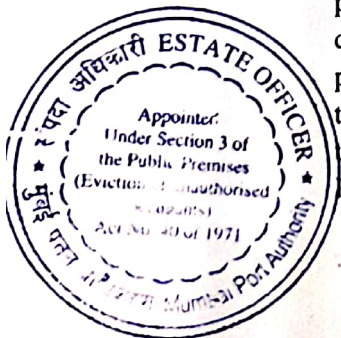


1971

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.

Even though the said writ petitions are pending, the respondent has failed to say that Hon'ble High Court has restrained the petitioner from claiming arrears as per the rates provided in TR No.127 of 2006. It may be noted that it is not the case of the Respondent that he has paid the arrears therefore. The petitioner is entitled to recover the arrears as per the statement of petitioner read with the guidelines of Hon'ble Supreme Court in the case of Jamshed H Wadia. In view of the inferences, I hold that the petitioner has proved that the Respondent is entitled to pay the outstanding of petitioner as per statement of Arrears & Damages it cannot be construed that payment towards wrongful occupation of the petitioned premises would amount to regularization of tenancy. I hold that the petitioner requires the plot for his own use as per the averments made out by the petitioner supported by the Lease Covenants under renewal clause. **Therefore I hold that petitioner has proved the Issue No.4, 5, 6, 7 & 8.**

30. The Respondent has neither pleaded nor has produced any evidence to show that he had complied with the above referred conditions laid down by the Hon'ble Supreme Court. Hence the above defense of the Respondent cannot be acceded. Therefore the case of the petitioner have to be accepted that the Respondents have committed the breaches as above thereby violated the terms of monthly tenancy and the petitioner has rightly terminated the monthly tenancy on the ground of breaches of various conditions of tenancy.
31. 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 Public 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*".
32. The Apex Court in LIC v. Vita (2025 SC) held "*PPE Act, 1971 and the State Rent Control Acts are special enactments in themselves. Rule generalia specialibus non derogant will not apply. Having regard to the purpose, policy and legislative intent of the PP Act, 1971, the same would prevail over the State Rent Control Acts in respect of eviction of 'unauthorised occupants' of 'public premises' as defined in Section 2(g) of the Act.*"
33. Upon perusal of the petition, written arguments, and documents submitted on record, it is observed that the Petitioner validly and lawfully terminated lease 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 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.
34. Upon perusal of the evidence, I have assessed the Petitioners Statement of Damages produced with this order as compensation/arrears pay the sum assessed by me as damages/mesne profit on account of your unauthorized occupation of the premises and to pay the compensation arrears upto 28.02.2019 with interest as on 31.05.2026 amounting to Rs 136,81,52,796 (One Hundred Thirty Six Crore Eighty One Lakhs Fifty Two thousand Seven Hundred Ninety Six Only) including damages. I hereby order Respondents to pay the same. Accordingly, orders in, Form 'B', Form 'G' are issued



11

वि. मा. सोनी

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.

For the reasons recorded while deciding the above issues, the Petition deserves to be allowed. The Respondents are unauthorized occupants and are liable to be evicted, and damages and arrears are payable as per SC & TR No.127 of 2006 and statutory provision.

SCHEDULE

Description of the Petition Premises

All that piece and parcel of Plot of land bearing R.R. No.2036, admeasuring 6106.98 sq.mtrs.or thereabouts together with the buildings and works for the time being standing on the said land situated at Frere Land Estate, Mumbai and bounded

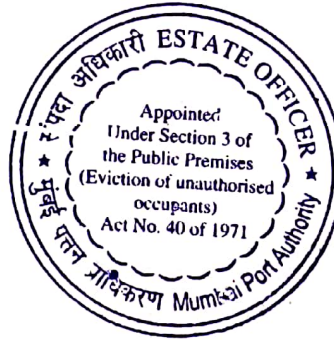
On or towards the North by Partly by Arched Bungalow Road & partly by property bearing cadastral survey nos 1/748,3/748 (Mazgaon Division)

On or towards the south by: Partly by Cannought Cross Lane & partly by property bearing cadastral survey nos:748,1/748 and 3/748 (Mazgaon Division)

On or towards the East by: other land belonging to Trustees Plot No.128,129,130
On or towards the WEST by : property bearing Cadastral Survey Nos. 748, 1/748,3/748 & 740 (Mazgaon division)

Place: Mumbai

Date: 05/06/2026



वि. मा. सोनार

(V.M Sonar)
ESTATE OFFICER

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/(288) of 2019

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

Indian Vegetable Products Ltd,
Shashikant N. Redji Marg,
Ghorupdeo,
Mumbai-400 033

....Respondents

ORDER

WHEREAS, I, the undersigned am satisfied for the reasons recorded hereinabove that the Indian Vegetable Products ., 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, observed that

1. The Petitioner's Advocate vide legal notice dated 30.07.2018 to the Respondent terminated the lease.

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 hereby order Indian Vegetable Products. Who may be in occupation of the said premises or any part thereof to vacate the said premises within 15 days of the date of publication of this order. In the event of refusal or failure to comply with this order within the period specified above, the Indian Vegetable Products and all other concerned are liable to be evicted from the said premises, if need, by the use of such force as may be necessary.



वि. म. सोनी

**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.**

**SCHEDULE
Description of the Petition Premises**

All that piece and parcel of Plot of land bearing R.R. No.2036, admeasuring 6106.98 sq.mtrs.or thereabouts together with the buildings and works for the time being standing on the said land situated at Frere Land Estate, Mumbai and bounded

On or towards the North by Partly by Arched Bungalow Road & partly by property bearing cadastral survey nos 1/748,3/748 (Mazgaon Division)

On or towards the south by: Partly by Cannaught Cross Lane & partly by property bearing cadastral survey nos:748,1/748 and 3/748 (Mazgaon Division)

On or towards the East by: other land belonging to Trustees Plot No.128,129,130
On or towards the WEST by : property bearing Cadastral Survey
Nos. 748, 1/748,3/748 & 740 (Mazgaon division)

Place: Mumbai

Date: 05-06-2026 .



वि.भा. सोनार

(V.M Sonar)

ESTATE OFFICER

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 G

Order under sub-sections (2) and (2-A) of Section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971

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

Indian Vegetable Products Ltd,
Shashikant N. Redji Marg,
Ghorupdeo,
Mumbai-400 033

....Respondents

ORDER

WHEREAS I, the undersigned am satisfied that you the Respondents are unauthorized occupation of the Public Premises in the **Schedule** below.

AND WHEREAS, by written notice you were called up on to show cause on 17.09.2019, why an order requiring you to pay damages from 01.03.2019 at the rate of Rs. 740.29 per sq. mtrs per FSI per Month for the period as per the Latest Statement of Arrears on account of unauthorised use and occupation of the said premises, should not be made; AND WHEREAS, you have not made any objections or produced any evidence before the said date;

NOW, THEREFORE, in exercise of the powers conferred 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 March 2019 at the rate of three times of the rate of Rs. 246.76 i.e. 740.29 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 / 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 28.02.2019 with interest as on 31.05.2026 amounting to Rs. 56,84,13,376.16 (Rs. Fifty Six Crore Eighty Four Lakhs Thirteen Thousand Three Hundred Seventy Six and Sixteen Paise only) and damages and compensation arrears as per latest statement amounting to Rs 79,97,39,419.79 (Seventy Nine Crore Ninety Seven Lakhs Thirty Nine Thousand Four Hundred Nineteen and Seventy Nine Paise only). I also hereby order you to pay interest @ 18% per annum on the above damages till recovery of possession of the premises beyond 31.06.2026.

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.



दि. २१. १०/१९

**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.**

**SCHEDULE
Description of the Petition Premises**

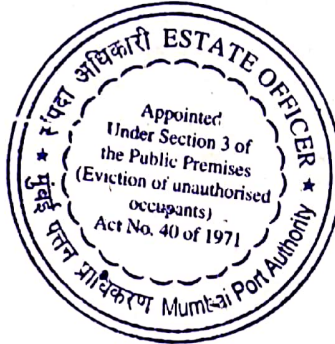
All that piece and parcel of Plot of land bearing R.R. No.2036, admeasuring 6106.98 sq.mtrs.or thereabouts together with the buildings and works for the time being standing on the said land situated at Frere Land Estate, Mumbai and bounded

On or towards the North by Partly by Arched Bungalow Road & partly by property bearing cadastral survey nos 1/748,3/748 (Mazgaon Division)

On or towards the south by: Partly by Cannaught Cross Lane & partly by property bearing cadastral survey nos:748,1/748 and 3/748 (Mazgaon Division)

On or towards the East by: other land belonging to Trustees Plot No.128,129,130
On or towards the WEST by : property bearing Cadastral Survey
Nos. 748, 1/748,3/748 & 740 (Mazgaon division)

Place: Mumbai
Date: 05.06.2026



वि. मा. सोनार
(V.M Sonar)
ESTATE OFFICER

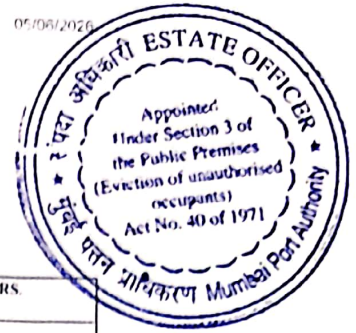
Received copy
Adv. for Respondent
P. Raj
05/06/2026 at 5:00.

Received copy.
P. Raj
05/06/2026
Adv. for Petitioner.

MUMBAI PORT AUTHORITY
ESTATE DIVISION

NAME OF THE TENENT:- IVP LIMITED
PLOT NO :- RR 2036
CODE :- 10202107
AREA (Sqmters) :- 6106.98

05/06/2026



NOTES :

1. ALL CALCULATIONS / RATES ARE SUBJECT TO VERIFICATION / AUDIT.
2. ERRORS AND OMISSIONS EXCEPTED.

Sr. No.	CHARGES	RS.	
1	COMPENSATION ARREARS UPTO TO 31.03.2004 (As per S.C.Judgment Rate)	10358061.62	-6351036.72 (A)
2	ADD : INTEREST BILLED BUT NOT PAID UPTO 31.03.2004	40.21	
3	TOTAL ARREARS UPTO 31.03.2004	10358101.83	
4	LESS : AMOUNT ADJUSTED TOWARDS ARREARS UPTO 31.03.2004	3212.96	
5	BALANCE ARREARS UPTO 31.03.2004	10354888.87	
6	INTEREST ON ABOVE ARREARS AFTER NOTIONAL ADJUSTMENT (AS ON 31.05.2026)	806609.83	
7	ARREARS UPTO 31.03.2004 INCLUDING INTEREST AS ON 31.05.2026	11161498.70	
8	LESS : AMOUNT LYING IN MD A/C	17512535.42	
	AMOUNT PAYABLE WITH INTEREST ON ARREARS UPTO 31.03.2004 WITH INTEREST AS ON 31.05.2026	-6351036.72	
9	COMPENSATION ARREARS FROM 01.04.2004 TO 31.08.2006 (As per S.C.Judgment Rate)	1780370.08	1780370.08 (B)
10	INTEREST ON COMPENSATION ARREARS FROM 01.04.2004 TO 31.08.2006 AS ON 31.05.2026 (AFTER NOTIONAL ADJUSTMENTS)	0.00	
11	INTEREST BILLED BUT NOT PAID FROM 01.04.2004 TO 31.03.2004	0.00	
12	COMPENSATION ARREARS FROM 01.09.2006 TO 30.09.2012 (As per TR 127 OF 2006 Rate)	70559765.96	271112186.37 (C)
13	INTEREST ON COMPENSATION ARREARS FROM 01.09.2006 TO 30.09.2012 as on 31.05.2026	188984120.65	
14	INTEREST BILLED BUT NOT PAID FROM 01.09.2006 TO 30.09.2012	0.00	
15	SERVICE TAX ARREARS FROM 01.09.2006 TO 30.09.2012 (As per TR 127 OF 2006 Rate)	7011308.31	
16	INTEREST ON SERVICE TAX ARREARS FROM 01.09.2006 TO 30.09.2012 as on 31.05.2026	4556376.47	
17	SERVICE TAX INTEREST BILLED BUT NOT PAID FROM 01.09.2006 TO 30.09.2012	614.98	
18	COMPENSATION ARREARS FROM 01.10.2012 TO 30.09.2017 (As per TR 127 OF 2006)	73537269.01	235257946.74 (D)
19	INTEREST ON COMPENSATION ARREARS FROM 01.10.2012 TO 30.09.2017 as on 31.05.2026	131943606.53	
20	INTEREST BILLED BUT NOT PAID FROM 01.10.2012 TO 30.09.2017	0.00	
21	SERVICE TAX/GST ARREARS FROM 01.10.2012 TO 30.09.2017	10074275.56	
22	INTEREST ON SERVICE TAX/GST ARREARS FROM 01.10.2012 TO 30.09.2017 as on 31.05.2026	19702795.65	
23	SERVICE TAX INTEREST BILLED BUT NOT PAID FROM 01.10.2012 TO 30.09.2017	0.00	
24	COMPENSATION ARREARS FROM 01.10.2017 TO 28.02.2019 AS PER TR 127/2006	24923167.56	66613909.68 (E)
25	INTEREST ON COMPENSATION ARREARS FROM 01.10.2017 TO 28.02.2019 as on 31.05.2026	30816406.35	
26	INTEREST BILLED BUT NOT PAID FROM 01.10.2017 TO 28.02.2019	0.00	
27	SERVICE TAX/GST ARREARS FROM 01.10.2017 TO 28.02.2019	4486170.21	
28	INTEREST ON SERVICE TAX/GST ARREARS FROM 01.10.2017 TO 28.02.2019 as on 31.05.2026	6388165.56	
29	SERVICE TAX INTEREST BILLED BUT NOT PAID FROM 01.10.2017 TO 28.02.2019	0.00	
	Total Arrears payable as per SCJ & TR -127/2006 upto 28.02.2019 with interest as on 31.05.2026 (TOTAL OF A TO E) (Excluding premiums etc.)	56,84,13,376.16	
		56.84	

Crs

**MUMBAI PORT AUTHORITY
ESTATE DIVISION**

Statement of Damages Payable.

05/06/2026

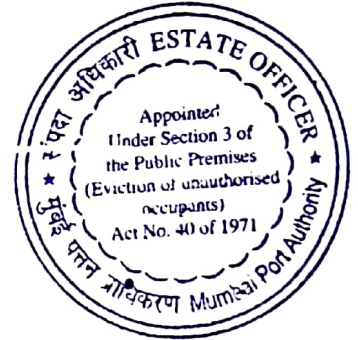
NAME OF THE TENANT:- IVP LIMITED
PLOT NO :- RR 2036
CODE :- 10202107
AREA (Sqmtres) :- 6106.98
ACTUAL FSI 1.14
EFFECTIVE REVISED FSI 1.14

NOTE : 1. ALL CALCULATIONS / RATES ARE SUBJECT TO VERIFICATION / AUDIT.
2. ERRORS AND OMISSIONS EXCEPTED.

Zone 10/79 B of Ready Reckoner 2006
Land Value 26000
Rate p m. @6% : 130.00

Rate as per TR 127 OF 2006 for FSI 1

Slab	Rate
01.09.2006 to 30.09.2006	130.00
01.10.2006 to 30.09.2007	135.20
01.10.2007 to 30.09.2008	140.61
01.10.2008 to 30.09.2009	146.23
01.10.2009 to 30.09.2010	152.08
01.10.2010 to 30.09.2011	158.16
01.10.2011 to 30.09.2012	164.49
01.10.2012 to 30.09.2013	171.07
01.10.2013 to 30.09.2014	177.91
01.10.2014 to 30.09.2015	185.03
01.10.2015 to 30.09.2016	192.43
01.10.2016 to 30.09.2017	200.13
01.10.2017 to 30.09.2018	208.13
01.10.2018 to 30.09.2019	216.46
01.10.2019 to 30.09.2020	225.12
01.10.2020 to 30.09.2021	234.12
01.10.2021 to 30.09.2022	243.49
01.10.2022 to 30.09.2023	253.23
01.10.2023 to 30.09.2024	263.36
01.10.2024 to 30.09.2025	273.89
01.10.2025 to 30.09.2026	284.85



Damages payable from 01.03.2019 (Three times of TR 127/2006 rate)

Period	Rate of FSI 1.00 as per TR -127/2006	Rate of FSI 1.14 as per TR -127/2006	Three times rate for Damages	Damages Comp. per Month
	(A)	(B) = (A) X 1.14	C = (B) X 3	(C X Area)
01.03.2019 to 30.09.2019	216.46	246.76	740.29	4520946.49
01.10.2019 to 30.09.2020	225.12	256.63	769.90	4701784.35
01.10.2020 to 30.09.2021	234.12	266.90	800.70	4889855.73
01.10.2021 to 30.09.2022	243.49	277.58	832.73	5085449.95
01.10.2022 to 30.09.2023	253.23	288.68	866.04	5288867.95
01.10.2023 to 30.09.2024	263.36	300.23	900.68	5500422.67
01.10.2024 to 30.09.2025	273.89	312.24	936.71	5720439.58
01.10.2025 to 30.09.2026	284.85	324.72	974.17	5949257.16

DAMAGES FROM 01.03.2019 TO 31.05.2026 AS PER THREE TIMES TR-127/2006 RATE

SR NO	PARTICULARS	AMOUNT in RS.
1	Damages From 01.03.2019 to 31.05.2026	443475760.67
2	Damages GST From 01.03.2019 to 31.05.2026	79768810.04
3	Interest on Damages From 01.03.2019 to 31.05.2026 as on 31.05.2026	227534966.99
4	Interest on Damages GST From 01.03.2019 to 31.05.2026 as on 31.05.2026	48959882.09
	Total Damages From 01.03.2019 to 31.05.2026 with Interest as on 31.05.2026 Rs.	799739419.79

79.97 Crs