

SPEED. POST

**REGISTERED POST WITH A/D.  
HAND DELIVERY  
AFFIXATION ON PROPERTY**

THE ESTATE OFFICER, KOLKATA PORT TRUST  
(Appointed by the Central Govt. Under Section 3 of Act 40 of 1971-Central Act)  
Public Premises (Eviction of Unauthorized Occupant) Act 1971  
OFFICE OF THE ESTATE OFFICER  
6, Fairlie Place (1st Floor)  
KOLKATA - 700 001  
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Court Room At the 1<sup>st</sup> Floor  
of Kolkata Port Trust's  
Fairlie Warehouse  
6, Fairlie Place, Kolkata- 700 001.

PROCEEDINGS NO.1562/D OF 2017  
ORDER NO 36 DATED :27.11.19

**Form- G**

Form of order under Sub-section (2) and (2A) of Section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

**To**  
**M/s. Rubee Air Freight Ltd.,**  
**3, Chowringhee Approach,**  
**2<sup>nd</sup> Floor,**  
**Kolkata - 700 072.**

Whereas I, the undersigned, am satisfied that you are in unauthorised occupation of the public premises mentioned in the Schedule below:

And whereas by written notice dated 01.06.2017 you are called upon to show cause on/or before 27.06.2017 why an order requiring you to pay damages of **Rs.50,72,036/-** (Rupees Fifty lakhs seventy two thousand thirty six only) for **Plate No. BS-30** for 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 Unauthorised Occupants) Act 1971, I hereby order you to pay the sum of of **Rs.50,72,036/-** (Rupees Fifty lakhs seventy two thousand thirty six only) for **Plate BS-30** as damages on account of your unauthorised occupation of the premises for the period from 01.11.2014 to 30.04.2018 to Kolkata Port Trust by 09.12.2019.

In exercise of the powers conferred by Sub-section (2A) of Section 7 of the said Act, I also hereby require you to pay simple interest @ 18% per annum till 06.04.2011 and thereafter @14.25% per annum on the above sum from the date of incurrance of liability till its final payment in accordance with Kolkata Port Trust's Notification published in Calcutta Gazette/s as per Kolkata Port Trust's Rule.

**PLEASE SEE ON REVERSE**


: 2 :

In the event of your refusal or failure to pay the damages within the said period or in the manner aforesaid, the amount will be recovered as an arrear of land revenue.

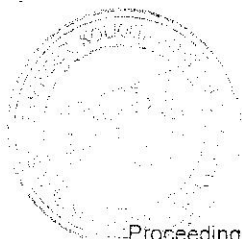
### **SCHEDULE**

The said piece of parcel of Godown space Msg. 583.65 Sq.mtrs at E & F Bay of TN shed No. 7 at Brooklyn. Thana West Port Police Station, Kolkata. Dist. : 24 Parganas (South). Registration Dist. : Alipore. It is bounded On the **North** by the M/s. ETERNET EVEREST, On the **East** by Trustees' passage, On the **South** by M/s. Mazda Lamp and On the **West** by the Trustees' passage. Trustees' means the Board to Trustees' for the Port of Kolkata.

Date 2/12/19

  
Signature & Seal of the  
Estate Officer.

**COPY FORWARDED TO THE ESTATE MANAGER/CHIEF LAW OFFICER, KOLKATA PORT TRUST FOR INFORMATION.**



# Estate Officer, Kolkata Port Trust

Appointed by the Central Govt. Under Section 3 of the Public Premises  
(Eviction of Unauthorised Occupants) Act 1971

Proceedings No. 1562, 1562/8-D Of 2017 Order Sheet No. 34

## BOARD OF TRUSTEES OF THE PORT OF KOLKATA

M/s. Rubee Air Freight Ltd. **VS**

36

27.11.19

### FINAL ORDER

The matter is taken up today for final disposal. It is the case of Kolkata Port Trust (KoPT), applicant herein, that M/s. Rubee Air Freight Ltd. (hereinafter refer to as O.P.) came into occupation of the Port property in respect of Shed No. 7(E & F) measuring about 583.65 sq.mtr. at Brooklyn Depot (Plate No. BS-30) in reference to the Tender No. Lnd. 15-2007 dated 21.11.2007, appropriate authority of KoPT granted the monthly license for 11 months as is evident from the Certificate of Possession and the offer letter being No. Lnd. 5390/08/11322 dated 19.12.2008 enumerating the terms and conditions for occupying the subject premises. The said premises was taken over by O.P. on 06.02.2009 as is evident from the Certificate of possession dated 06.02.2009. Thereafter, in reference to O.P's letter dated 10.08.2012, KoPT vide offer letter being No. Lnd. 5390/14/478 dated 19.05.2014 a further license was granted to O.P. for the storage and warehousing of Pulses and other Food Grains on as is where is basis w.e.f., 06.10.2012 to 05.09.2013. Following expiry of the said 11 months license period, KoPT in reference to O.P's letter dated 21.11.2014 offered a further fresh license vide letter being No. Lnd. 5390/15/3396 dated 16.02.2015, in continuation to the earlier period on certain terms and conditions enumerated therein. Thereafter, on 11/12.08.2015 KoPT send a reminder for communication of their categorical acceptance to the offer letter dated 16.02.2015.

It is submitted on behalf of KoPT that O.P. failed to communicate their acceptance to the terms and conditions of the fresh license agreement for the period 21.11.2014 to 20.10.2015. As a consequence thereof, the fresh contractual relationship did not materialize in the eye of law and O.P's occupation is unauthorized from the date of deemed revocation of the license period i.e., from 06.09.2013 for non-payment of arrear license fees and non acceptance of

# Estate Officer, Kolkata Port Trust

Appointed by the Central Govt. Under Section 3 of the Public Premises  
(Eviction of Unauthorised Occupants) Act 1971

Proceedings No. 1562, 1562 R-P Of 2017 Order Sheet No. 35

## BOARD OF TRUSTEES OF THE PORT OF KOLKATA

M/s. Rubee Air Freight Ltd. **VS**

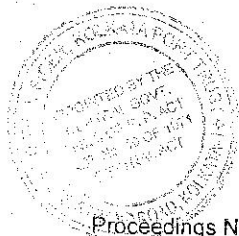
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27.11.19

the fresh license agreement. KoPT vide its quit notice being No. Lnd. 5390/16/4030 dated 21.03.2016 informed O.P. about the revocation of the license after expiry of the 11 months i.e., from 06.10.2012 to 05.09.2013.

On the basis of the aforesaid contentions and the application being No. Lnd. 5390/16/2140 dated 19.09.2016 with relevant documentary evidence produced before this Forum by KoPT, the prima facie opinion was formed and accordingly the Notice/s under Section 4 and 7 of the PP Act was issued to O.P. on 01.06.2017 in which O.P. was asked to show cause on or before 27.06.2017 why eviction order and order for recovery of dues/charges should not be passed against O.P.

The Authorised representative of O.P. Rimpay Mukherjee, Advocate enters her appearance with the vokalatnama/authority derived from Mr. Sanjib Kumar Biswal, the Managing Director of Rubee Air Freight Ltd.(O.P. herein). On 07.09.2017 O.P. filed reply to the show cause notice disputing the amount of the occupational charges as mentioned in the offer letter being No. Lnd. 5390/15/3396 dated 16.02.2015 tendered by KoPT.

Thereafter, representative of KoPT filed its comments being No.Lnd. 5390/17/3565 dated 03.11.2017 against the reply to the show cause notice filed by O.P. objecting the contentions. Thereafter, a document is filed by O.P. to the Estate Manager, KoPT with a copy to this Forum expressing their wish to surrender the Licensed premises. Accordingly, KoPT vide its letter being No. Lnd. 5390/18/63 dated 10.04.2018 informed this Forum that the possession of the subject premises was taken over by KoPT in vacant and unencumbered condition on 23.03.2018.



# Estate Officer, Kolkata Port Trust

Appointed by the Central Govt. Under Section 3 of the Public Premises  
(Eviction of Unauthorised Occupants) Act 1971

Proceedings No. 1562, 1562/R-D Of 2017 Order Sheet No. 36

## BOARD OF TRUSTEES OF THE PORT OF KOLKATA

VS

M/s. Rubee Air Freight Ltd.

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27.11.19

As regards the outstanding dues/charges payable to KoPT, reconciliation of the books of accounts has been carried out between the parties on 11.06.2018 and 13.06.2018 and joint minutes of the same was filed before this Forum on 19.06.2018. Thereafter, KoPT finally files an application on 06.03.2019 stating that the outstanding compensation principal amount dues till taking over possession is Rs. 50,72,036/- upto 22.03.2018 and Rs. 19,00,233.08/- towards accrues interest thereby amounting to Rs. 69,72,269.08/- is payable by O.P.

Representative of O.P. filed its written notes of argument on 14.03.2019 stating that they are agreeable to liquidate Rs. 11,25,863/- after adjusting the payment of Rs. 4,50,000/- made after 16.02.2016.

Now while delivering the final order, I have carefully gone through the contentions made by KoPT along with supporting documents submitted in this respect and submissions of the appearing party in this respect thereto. First and foremost, I must mention that admittedly the possession of the subject premises has been taken over by KoPT after a long drawn negotiation on 22.03.2018. Now, a decision must have to be taken as to whether the outstanding compensation/damages claimed by KoPT is payable by O.P.

On the basis of the application and counter application filed this Forum by both the parties, I find that the Offer letter being No. Lnd. 5390/15/3396 dated 16.02.2015 tendered by KoPT was not accepted by O.P. since the compensation charges and license fees were disputed by O.P. and a result thereof the offer never culminated into a binding contract. Thereby making O.P. occupying the subject premises unauthorisedly from 06.09.2013 till taking over of the possession i.e., 22.03.2018.

*[Handwritten signature]*

By Order of:  
ESTATE OFFICER  
PORT OF KOLKATA  
ESTATE OFFICER  
PORT OF KOLKATA  
ESTATE OFFICER  
PORT OF KOLKATA



# Estate Officer, Kolkata Port Trust

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(Eviction of Unauthorised Occupants) Act 1971

Proceedings No. 1562, 1562/R-D Of 2017 Order Sheet No. 37

## BOARD OF TRUSTEES OF THE PORT OF KOLKATA

M/s. Rubee Air Freight Ltd. **VS**


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In my opinion KoPT's claim for damages from 01.11.2014 to 30.04.2018 for Rs. 50,72,036.00 (excluding interest for delayed payment) for wrongful occupation may be payable by O.P. as it is gathered in course of hearing, that the charges so claimed by KoPT is on the basis of the Schedule of Rent Charges published under the Authority of Law as per provisions of the Major Port Trusts Act 1963. In course of hearing, I find that KoPT has made out an arguable claim against O.P., founded with sound reasoning. I make it clear that Kolkata Port Trust is entitled to claim damages against O.P. for unauthorized use and occupation of the public premises upto 23.04.2018 the date of recovery of clear, vacant and unencumbered possession of the same in accordance with Law and KoPT is entitled to claim interest upon dues/charges right from the date of incurrence of liability by O.P. as per KoPT's Rule.

NOW THEREFORE, I hereby assess the damages payable by the O.P. for wrongful and unauthorised occupation of the public premises in question, for the period 01.11.2014 to 30.04.2018 as Rs. 50,72,036.00/- (Fifty Lakhs Seventy Two Thousand and Thirty Six only) (principal amount). In exercise of the powers conferred by Sub-section (2A) of Section 7 of the said Act, I also hereby require you to pay simple interest @ 18% per annum till 06.04.2011 and thereafter @ 14.25% per annum on the above sum with effect from the date of incurrence of liability, till its final payment in accordance with Notification Published in Official Gazette/s.

All concerned are directed to act accordingly.

GIVEN UNDER MY HAND AND SEAL

  
(A.K. SARKAR)  
ESTATE OFFICER

\*\*\* ALL EXHIBITS AND DOCUMENTS  
ARE REQUIRED TO BE TAKEN BACK  
WITHIN ONE MONTH FROM THE DATE  
OF PASSING OF THIS ORDER \*\*\*