

CENTRAL ADMINISTRATIVE TRIBUNAL

BOMBAY BENCH

O.A.No. 373/96

Date of Decision 5/9/96

Smt. V.R. Shinde

Petitioner

Mr. A.I. Bhatkar

Advocate for the Petitioner.

Versus

U.O.I. & Ors.

Respondent

Mr. S.S. Karkera for

Advocate for the Respondents.

Mr. P.M. Pradhan


Coram:

The Hon'ble Mr. P.P. Srivastava, Member(A)

The Hon'ble Mr.

1. To be referred to the Reporter or not? ✓

2. Whether it needs to be circulated to other Benches of the Tribunal? X


(P.P. SRIVASTAVA)
M(A)

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BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL
MUMBAI BENCH

O.A.NO: 373/96

_____, this the 5th day of September 1996

CORAM: HON'BLE SHRI P.P.SRIVASTAVA, MEMBER(A)

Smt. V.R.Shinde, S.S.(O),
Maharashtra Mitral Mandal
Gate No.2, Hanuman Tekdi,
Highway, Santacruz(East)
Bombay - 400 055.
(By advocate Shri A.I.Bhatkar)

.. Applicant

-versus-

1. Union of India
through
Chief General Manager,
Telecom,
Maharashtra Circle,
GPO Building,
Mumbai - 400 001.
2. Estate Officer
in the O/O.CGMT,
Maharashtra Circle,
Mumbai - 400 001.
3. Telecom District Engineer,
City Division,
Mohatta Market Building,
4th Floor, Palton Road,
Mumbai - 400 001.

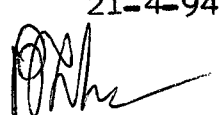
(By Advocate Shri S.S.Karkera for
Shri P.M.Pradhan)

.. Respondents

ORDER

(Per P.P.Srivastava, Member(A))

The applicant is an employee of the Telecommunication Department and was allotted quarter No.E-12/4, Santacruz in the year 1991. The allotment of quarter was cancelled and the applicant was asked to vacate the quarter. Thereafter, the applicant was given notice dt. 22-2-94 for evicting the applicant under the provisions of P.P.Act. The eviction order thereafter was issued on 21-4-94 which was pasted on the residence



of the applicant viz. E-12/4, Santacruz, Bombay. Since the applicant did not vacate the quarter the respondents took possession by sealing the premises on 30-5-94 vide their order dt. 13-5-94 and the applicant was given 14 days notice to remove any property remaining on the said premises and it was also mentioned that in case she does not remove her properties from the said premises same are liable to be removed and disposed of by auction. The applicant thereupon visited the office of the respondent and an oral enquiry was conducted on 16-6-94 wherein the applicant gave an undertaking that she will remove the belonging from the quarter on 1-7-1994 at 12.00 hrs. positively but the same was not done by the applicant and thereafter the respondents removed the belongings of the applicant lying in the said quarter and kept in safe custody on 30-1-95. Respondents thereupon have issued an order dt. 4-4-96 placed at Ex.-1 wherein they have directed the applicant to deposit Rs.15,400/- towards outstanding dues of licence fees w.e.f. 13-5-94, to 31-1-95.

2. Counsel for the applicant has argued that once the premises were sealed and the possession of the same was taken over by the respondent on 30-5-94 the applicant is not liable to pay any rent on this premise and therefore the order dt. 4-4-96 directing the applicant to deposit Rs.15,400/- is without any legal authority. Counsel for the applicant has



also argued that once the eviction has been completed by sealing the premises the quarter is not in possession of the applicant and therefore the question of paying any rent should not arise and the order of the respondents dt. 4-4-96 should be quashed as being without any authority in law or rules.

3. Counsel for the respondents on the other hand argued that the applicant remained in possession of the said quarter even though the premises was sealed because some belongings of the applicant were lying in the premises. The applicant was requested to remove her belongings from the quarter so that it could be allotted to someone else but even after the promise the applicant failed to remove her belongings from the quarter. Therefore although the applicant was not physically in possession of the quarter the quarter remained in her possession as her belongings were lying there and therefore she is liable to pay the damage rent for the period till the belongings were lying in the quarter. Counsel for the respondents further argued that since the applicant did not remove her belongings from the said quarter the same were removed and kept in safe custody on 31-1-95 and that date has been taken as the actual date of vacation and the applicant has been charged damage rent from 13-5-94 to 31-1-95. The respondents was not able to show any rule which would authorise the respondents to charge damage rent or any other rent



after the premises have been sealed and the possession has been taken by the respondents.

4. After considering the arguments of both the counsel and perusal of the record I am of the opinion that once the quarter has been sealed and the applicant has been evicted which happened on 13-5-94 the quarter is not in the possession of the applicant. Since the quarter is not in possession of the applicant the applicant is not liable to pay any rent after that. The fact that certain belongings of the applicant were lying in quarter and she had not removed the same even though promised by her would also not entitle the respondents to charge damage rent. The action which the respondents have taken in January '95 could have been taken in the beginning after 14 days notice which was issued by the respondents on 13-5-94.

5. In view of the above discussion I am of the opinion that letter dt. 4-4-96 directing the applicant to deposit Rs.15400/- as licence fee from 13-5-94 to 31-1-95 is liable to be quashed and accordingly I quash the order dt. 4-4-96 placed at Ex.1.

6. The O.A. is disposed of with the above order. There will be no order as to costs.



(P.P. SRIVASTAVA)
Member(A)