



BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 104/2023/EZ

In The Matter of:

Subhas Dutta

... Applicant

Versus

State of West Bengal & Ors.

.....Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 11, M/S
KISHORI MOHAN DUTTA & BROS. (DUTTA CABIN).

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3.	Photocopies of the above referred statutory permissions/licenses are collectively annexed herewith	"R-2"	12-53
4.	Photocopies of the order dated 12.10.2010 in Proceedings No. 640 of 2004 by the Estate Officer (Erstwhile Kolkata Port Trust) now known Shama Prasad Mookerjee Port and Order dated 1 st February, 2011 passed in Misc Appeal No. 291 of 2010 passed by the Learned District Judge, Howrah are collectively annexed herewith	"R-3"	54-88

Filed by
Malabika Roy De
 MALABIKA ROY DE
 Advocate
 For The Applicant
 Email: mrdey@rediffmail.com
 (M): 9051634204

10 DEC 2024

Sl. No. 370 24 3

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 104/2023/EZ



In The Matter of:

Subhas Dutta

...

Applicant

Versus

State of West Bengal & Ors.

BEFORE THE NOTARY PUBLIC
AT BIDHANAGAR
DIST. NORTH 24 PARGANAS

.....Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER
11, M/S KISHORI MOHAN DUTTA & BROS. (DUTTA CABIN).

I, Smt Souribibha Dutta, W/o Late Anjan Dutta, aged about 57 years, by faith- Hindu, by occupation- business and residing at 69/11, Barui Para Lane, P.O –Alambazar, P.S- Baranagar, District: North (24) Parganas, Kolkata: 700035, do hereby solemnly affirm and state as follows :-

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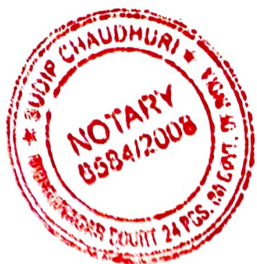
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1. That the deponent is one of the Partner's of the M/S KISHORI MOHAN DUTTA & BROS. (DUTTA CABIN) and in the said capacity she is filing the instant counter affidavit and has been duly authorized by the other Partners to file the counter affidavit.

Photocopy of the Aadhar Card of the deponent and the Authorization by the Other Partners to file this counter affidavit are collectively annexed herewith and marked with the letter 'R-1'

2. That this respondent has preferred an I. A. Application being I. A. NO. 89/2024/EZ for addition of party and accordingly the same has been allowed and this respondent has been impleaded as a party vide Solemn Order dated 22.11.2024 and in the said Solemn this respondent has been granted liberty to file its counter affidavit and this counter affidavit is filed in obedience to the same.
3. That the as stated in the entire original application is related to the alleged pollution of River Ganga being caused by the Hotels

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located beside the River and which is situated just opposite to the Howrah Railway Station, interalia alleging that untreated waste is being discharged into the river Ganga.

4. That the hotel of this respondent is situated beside the river Ganga and located just opposite to Howrah Railway station. That this respondent has also been paying rent to the Shyama Prasad Mookhejee Port Trust, Calcutta and is running the hotel having the following statutory permissions as stated below:

- (i) Trade License issued by the Howrah Municipal Corporation and also oldest trade license dated 01.06.1990.
- (ii) Food License issued by FSSAI
- (iii) Consent to Establish issued by the WBPCB
- (iv) Application for Consent to Operate applied by the respondent
- (v) Fire License issued by Fire License section, Government of West Bengal
- (vi) Notarised Partnership Deed

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- (vii) Some of the Rent receipts are enclosed as issued by the Shyama Prasad Mookhejee Port Trust, Calcutta.
- (viii) Photograph showing chimney being constructed by the applicant.

Photocopies of the above referred statutory permissions/licences are collectively annexed herewith and marked with the letter 'R-2'.

5. That this respondent has on its own taken certain preventive measures like netting of the windows so as to prevent any people from throwing anything in the river Ganga and regularly the hotels are cleaned and garbages are collected twice by the Municipal Authority once and privately once.
6. That moreover the Shama Prasad Mookerjee Port has passed an order dated 12.10.2010 in Proceedings No. 640 of 2004 by the Estate Officer (Erstwhile Kolkata Port Trust) for eviction against

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which this respondent has preferred an appeal before the District Judge, Howrah and the order of the Shama Prasad Mookerjee Port has been stayed vide Order dated 1st February, 2011 in Misc Appeal No. 291 of 2010 passed by the Learned District Judge, Howrah and this respondent is depositing rent on a regular basis as per direction of the Learned District Judge Court's Order.

Photocopies of the order dated 12.10.2010 in Proceedings No. 640 of 2004 by the Estate Officer (Erstwhile Kolkata Port Trust) now known Shama Prasad Mookerjee Port and Order dated 1st February, 2011 passed in Misc Appeal No. 291 of 2010 passed by the Learned District Judge, Howrah are collectively annexed herewith and marked with the Letter 'R-3'.

7. That this respondent has certain submissions to make for the betterment of the environment in the area and surroundings for kind consideration of the Hon'ble Tribunal:

- (i) A Common ETP may be installed by all the hotels and the same may be connected to the ETP already in existence in the Howrah Railway Station, Eastern Railways

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- (ii) The side on the river Ganges may be utilized for tourism like creating biodiversity parks so that the dumping of garbage directly into the river may be restrained.
- (iii) The Howrah Municipal Corporation may be directed to make a survey for all possible solutions for water and drainage.
- (iv) The Shyama Prasad Mukherjee Port may be directed to create proper river banks on the side adjacent to the hotels like Varanasi.

The Policing needs to be more vigilant and entry to the proposed biodiversity parks may be kept strong from anyone entering and deteriorating the environment.

8. That this respondent has high regards to the Order/Orders passed by this Hon'ble Tribunal and also undertakes to comply with any Order/direction as may be passed by the Hon'ble Tribunal.
9. That this respondent also craves leave of this Hon'ble Tribunal to file supplementary affidavits as may be required at any stage of the proceedings.
10. That the statements made in the above paragraphs are true to the best of my knowledge and belief and the rest are my respectful submissions before the Hon'ble Tribunal.

Identified by me

Mahabir Dasgupta

Advocate

S. Chaudhuri
S. CHAUDHURI
• NOTARY •
GOVT. OF INDIA
Regn. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs

Sourishishu Datta
 Deponent

10 DEC 2024



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VERIFICATION:

I, the deponent as within named do hereby verify and declare that the statements made in the aforesaid paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

Verified at Kolkata on theDay of December, 2024.

Identified by me

Malabika Roy

Advocate

S. Chaudhuri

**S. CHAUDHURI
• NOTARY •
GOVT. OF INDIA
Regn. No.-6584103
Bidhannagar Court
Dist. -North 24 Pgs**

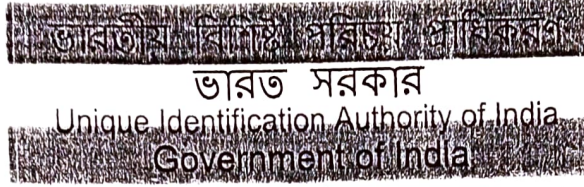
Sourabha Das

Deponent

10 DEC 2024

Amoyoro - (R-1)

10



তালিকাভুক্তির আই ডি / Enrollment No. : 1111/77666/01258

To
Souribibha Dutta
সৌরিবিভা দত্ত
69/11
BARUI PARA LANE
Baranagar (m)
Alam Bazar, North 24 Parganas
West Bengal - 700035

14/02/2014



KL749059561FT

74905956



আপনার আধার সংখ্যা / Your Aadhaar No. :

8395 7643 1547

আধার - সাধারণ মানুষের অধিকার



Government of India

সৌরিবিভা দত্ত
Souribibha Dutta
পিতা : দিপক সেন
Father : Dipak Sen



জন্মতারিখ/DOB: 10/07/1967
পুলক / Male

8395 7643 1547



আধার - সাধারণ মানুষের অধিকার

11 75
M. M. DUTTA & BROS.

(Dutta Cabin)

At Your Service Since 1920

"Annexure - R - 1"
Opp. Howrah Railway Station
Mobile : 98301-13561
Phone : 2640-3035

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TO WHOM IT MAY CONCERN

WE, being the Partners of M/s Kishori Mohan Dutta & Bros (Dutta Cabin) having its place of business at 4/3, Rishi Bankim Chandra Road, Howrah, Pin: 711101 do hereby authorize one of its Partner namely Smt Souribibha Dutta, W/o Late Anjan Dutta, residing at 69/11, Barui Para Lane, P.O -Alambazar, P.S- Baranagar, District: North (24) Parganas, Kolkata: 700035 to swear and affirm affidavit on behalf of the M/s Kishori Mohan Dutta & Bros (Dutta Cabin) before the Hon'ble National Green Tribunal, Eastern Bench Kolkata in case no. O. A. No. 104/2023/EZ

S. Dutta

Maffur God

P. Dutta

Annexure - 'R-2'

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HOWRAH MUNICIPAL CORPORATION

LICENSE DEPARTMENT

ONLINE TRADE LICENSE

Application No:	CEA/364810/24-25	Application Date:	15-07-24
Name of Applicant:	SUBHASREE DUTTA, MAYUREE DUTTA, SOURIBIBHA DUTTA & ARCHITA DUTTA	Name of style of Business:	KISHORI MOHAN DUTTA & BROTHERS
Nature Of Business:	Hotel & Restaurent (Fooding)	Applicant Mobile No.:	9123022394
Holding No.:	4/3	Ward No.:	14
Street Name:	RISHI BANKIMCHANDRA ROAD	Paper Serial Number:	

Application recived sucessfully. Without Assessee Number real time demand can't be generated. Please conatct HMC with this print out

13

11

Form No: 21457



Serial 13737

Ward No 14

Book No.

1137

Previous certificate (if any) No 144 dt 1.6.90 for 1990 1991

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CERTIFICATE OF ENLISTMENT

Year 1991-1992

The Commissioner, Howrah Municipal Corporation hereby grants unto

Kishory Medan Datta & Sons.

this certificate of enlistment for being engaged in the profession trade or callings

at 4/3 Kishi Bankin Ch. Ach.

as Restaurant, Hotel & Tea Shop

under section 102 of the Howrah Municipal Corporation Act 1980 and acknowledges to have received Application fee of Rs. 10/- (Rupees Ten) only.

This certificate will be in force till 31st. March 1992 and is to be produced at the time of renewal.

To be renewed by 1-7-1992

License Department THE HOWRAH MUNICIPAL CORPORATION

By order Municipal Commissioner

Dated 20-7-1991

License Officer/License Inspector

- N. B. i) This certificate is granted without any prejudice to the right of the Municipal Corporation to proceed for any penalties already incurred or for arrear dues & does not cover liabilities under any other section of the Act. ii) Payment of such tax shall not absolve the holder of any liability to take out any license or permission of this act or any other law for the time being in force.

Dated, the 20/7/1991 (Please see overleaf of conditions)



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HOWRAH MUNICIPAL CORPORATION

LICENSE

Book No. 8

Ward No.

179



Under clause (b) of Sub-section (2) of section 24 of the Prevention of Food Adulteration Act, 1954 (Act. 37 of 1954)
For manufacturer for sale / Storage / distribution exhibition for sale of

Savouries

Year 1991 - 992

The Mayor of the Howrah Municipal Corporation hereby grants up to *Keshari Mohan Datta & Bros.*

son of ...
residing at *4/3, Rishi Bankim Ch. Road*

under clause (b) of sub-section (2) of Section 24 of the Prevention of Food Adulteration Act, 1954 for manufacturer for sale / storage / distribution / exhibition for sale of *Savouries*

at premises No *above*

subject to the conditions noted overleaf.

A fee of Rs *25/-* Rupees *Twenty-five* only has been paid for this license

This License shall be in force for one year from

HOWRAH MUNICIPAL OFFICE

Dated, the *27/7* 1993

(Please see overleaf of conditions)



By order
Inspector.

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Book No.

Rs. 27



HOWRAH MUNICIPAL CORPORATION

MUNICIPAL CORPORATION LICENSE

Ward No.

Under Section 192 (1) of the Howrah Municipal Corporation Act 1980
 (The License is issued as sanctioned by the Health Department)

Year 1991-1992

SWEETMEAT/TEA/FOOD/BHUJA SHOP

Pursuant to provisions of section 192 (1) of the Howrah Municipal Corporation Act of 1980

Nishori Mohan Datta & Sons is hereby licensed for the period of one year, namely from 1st April 1981 to 31st March 1982 on payment of Rs. 27/- to keep a Sweetmeat/Tea Food/Bhuja shop at premises No. *6/B, Raja Bazar, Howrah* subject, however to the following restrictions and conditions:

1. The floor of every Sweetmeat/Tea/Food/Bhuja shop and the cook room appertaining thereto shall be paved and cemented and provided with proper drainage arrangements.

2. The walls of every Sweetmeat/Tea/Food/Bhuja shop and cook room appertaining thereto shall be limewashed twice in a year during the months of April and October and the wood work thereof shall be oil painted or coated with tar every five years.

3. The License shall provide a receptacle for the storage of water. The receptacle shall be placed on a stand at least 1 ft. above ground level and properly covered. It shall be emptied and cleaned in such a manner and at such intervals as shall be determined by the Health Officer.

4. All sweetmeats and Food exposed for sale or stored in the premises and other substances used in their preparation shall be kept in glass case or in vessels protected against contamination by flies and dust.

5. The license of Sweetmeat/Tea/Food shop shall provided and maintain in good repair and use a metal sanitary dustbin, of approved pattern and provided with a lid, He shall use this dustbin daily for the storage of waste food, used pots, pattas and sweeping of the floor and empty the contents daily into nearest Municipal dustbin or Municipal Lorry for the purpose and by no means throw anything on the drain road.

6. The License shall provide and use a metal bin or metal-lined wooden box for the storage of any coal, coke, charcoal or firewood, required for the preparation of food.

7. The License shall provided a proper washing place for cleaning all utensils and vessels used in the business. Such washing place shall be properly drained.

8. The Licensee shall keep his Sweetmeat/Tea/Food/Bhuja shop at all times in a clean State and he shall be liable to prosecution for failure to keep the premises in a proper state of cleanliness and for any neglect of responsible precautions in respect of the storage of milk, sweetmeats or other articles for human consumption.

+6 20

Book No. 53
Rs. 5/-

Howrah Municipal Corporation

MUNICIPAL CORPORATION LICENSE Ward No.....

Under Section 192 (1) of the Howrah Municipal Corporation Act 1980
(The License is issued as sanctioned by the Health Department).

Year 1980 - 1981

SWEETMEAT/TEA/FOOD/BHUJA SHOP

Pursuant to provisions of section 192 (1) of the Howrah Municipal Corporation Act of 1980.....
K. K. Sanyal is hereby licensed for the period of one year, namely from 1st April 1980 to 31st March 1981 on payment of Rs. *100/-* to keep a Sweetmeat/Tea/Food/Bhuja shop at premises No. *14* and conditions..... subject, however to the following restrictions

1. The floor of every Sweetmeat/Tea/Food/Bhuja shop and the cook room appertaining thereto shall be paved and cemented and provided with proper drainage arrangements.

2. The walls of every Sweetmeat/Tea/Food/Bhuja shop and cook room appertaining thereto shall be limewashed twice in a year during the months of April and October and the wood work thereof shall be oil painted or coated with tar every five years.

3. The Licensee shall provide a receptacle for the storage of water. The receptacle shall be placed on a stand at least 1 ft. above ground level and properly covered. It shall be emptied and cleaned in such a manner and at such intervals as shall be determined by the Health Officer.

4. All sweetmeats and Food exposed for sale or stored in the premises and other substances used in their preparation shall be kept in glass case or in vessels protected against contamination by flies and dust.

5. The licensee of Sweetmeat/Tea/Food shop shall provide and maintain in good repair and use a metal sanitary dustbin, of approved pattern and provided with a lid. He shall use this dustbin daily for the storage of waste food, used pots, pattas and sweeping of the floor and empty the contents daily into nearest Municipal dustbin or Municipal Lorry for the purpose and by no means throw anything on the drain or road

6. The Licensee shall provide and use a metal bin or metal-lined wooden box for the storage of any coal, coke, charcoal or firewood, required for the preparation of food.

7. The Licensee shall provide a proper washing place for cleaning all utensils and vessels used in the business. Such washing place shall be properly drained.

8. The Licensee shall keep his Sweetmeat/Tea/Food/Bhuja shop at all times in a clean State and he shall be liable to prosecution for failure to keep the premises in a proper state of cleanliness and for any neglect of responsible precautions in respect of the storage of milk, sweetmeats or other articles for human consumption.

ET 1A

Rs. 250/-

HOWRAH MUNICIPAL CORPORATION

No. 144

Book No. 49

MUNICIPAL CORPORATION LICENCE FOR PROFESSIONS, TRADES & CALLINGS

Under Section 102 of the Howrah Municipal Corporation Act. 1980

Year 1980 - 1981

Class II Ward No. 14

The Mayor, Howrah Municipal Corporation hereby grants unto

Rishy Mukherjee

Residing
Carring on business

at *413 Rishi Bunkin Ch. Rd.*

and exercising the profession, trade or calling of *Restaurant, Hotel & Tea Shop.*

The licence under Section 102 of the Municipal Corporation of Howrah and acknowledges to have received in consideration there of a fee of Rupees 250/- only.

	Rs.	P.
License fee :.....	250/-	00
Notice of Demand fee		
Penalty		
Warrant fee		
Peon's wages		
Total	250	-

This license will be in force until the 31st March, 1981.

MUNICIPAL CORPORATION OFFICE,
License Department.

Dated, the... *11.6.* 1980

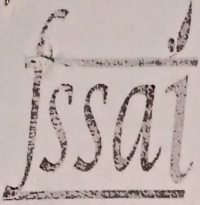
By Order



Inspector

B.—The license is granted without any prejudice to the rights of the Mayor to proceed for any penalties already incurred and does not cover any other liability under the law.

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Form C

Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञप्ति संख्या / License Number: 12819008000297



- Name & Registered Office address of Licensee / अनुज्ञप्तिधारी के पंजीकृत कार्यालय का नाम और पता: M/S- KISHORI MOHAN DUTTA & BROS. (DUTTA CABIN) 4/3, RISHI BANKIM CHANDRA ROAD, Howrah, West Bengal-711101
- Address of Authorized Premises / प्राधिकृत परिसरों का पता: 4/3, RISHI BANKIM CHANDRA ROAD, BALI - HOWRAH MUNICIPAL CORPORATION, Howrah, West Bengal-711101
- Kind of Business / कारोबार का प्रकार: Food Services - Restaurants
- Dairy Business Details / डेयरी कारोबार विवरण हेतु: No
- Category of License / अनुज्ञप्ति का वर्ग: State License

This license is granted under and is subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee. / यह अनुज्ञप्ति खाद्य सुरक्षा और मानक अधिनियम, 2006 के अधीन अनुदत्त की गई और वह अधिनियम के उपबंधों के अध्यादीन है जिनका अनुज्ञप्तिधारी द्वारा अवश्य पालन किया जाना चाहिए.

Place / स्थान: Howrah

Designated Officer

Issued On / दिनांक: 18-06-2024 (Renewal License)

Valid Upto / वैधता: 25-07-2025 (For details, refer Annexure)

Annexures:

- Product Annexure
- Validity Annexure
- Non-Form C Annexure
- Conditions Of License

Note:

- Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System (<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
- This License is only to commence or carry on food businesses and not for any other purpose.
- This is computer generated license and doesn't require any signature or stamp by authority.
- Communications from FoSCoS are being sent to anxxxxxxxcom, anxxxxxxxcom, anxxxxxxxcom and 91xxxx029, 91xxxx029, 91xxxx029. To update these details, visit FoSCoS portal.

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Product Annexure

Jssai

Form C
Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञति संख्या / License Number: 12819008000297

Kind Of Business: Food Services - Restaurants

Sl.No.	Product(s)
1	05 - Confectionery
2	16 - Prepared Foods
3	14 - Beverages, excluding dairy products
4	07 - Bakery products
5	15 - Ready-to-eat savouries

Validation And Renewal Annexure

Form C

Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञापि संख्या / License Number: 12819008000297

Validity From	Validity Upto	Issued On	Fee Paid	Type	Issuing Authority
26-07-2019	25-07-2024	26-07-2019	10000 INR	New	State Licensing Authority
26-07-2024	25-07-2025	18-06-2024	2000 INR	Renewal	State Licensing Authority

Suspension History

S.No	History	Date
	N/A	

Current Status of License: License Issued

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System: (<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
2. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAIpt1-Part(4) dated 11th January 2023 allowed Instant Renewal of License / Registration.
3. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAI dated 29th October 2021 has allowed the renewal of Licenses / Registration till 180 days of the expiry date subject to payment of penalty.
4. Modification* (if any) denotes the change in the Authority. Issuing Authority mentioned along with Modification* is the jurisdictional Authority with effect from the date of issuance of modified license.

Non-Form C Annexure

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fssai

Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुमति संख्या / License Number: 12819008000297

Person in charge of operations

Name: ANJAN KUMAR DUTTA Qualification: B.COM
Contact No: N/A Mobile No: 9163053029
Email-ID: anjandutta77777@gmail.com
Address: 69/11, BARUI PARA LANE, BARANAGAR, ALAM BAZAR
State: West Bengal District: North Twenty Four Parganas
Pin Code: 700035 Photo Id Card: Aadhar Card
Photo Id No: 687947203438 Photo Id Expiry Date: N/A
FoStAc No: Not Provided

Person responsible for complying with conditions of license (The person must be same as mentioned in Form D1, as per FSS Regulations, 2011)

Name: ANJAN KUMAR DUTTA Qualification: B.COM
Contact No: N/A Mobile No: 9163053029
Email-ID: anjandutta77777@gmail.com
Address: 69/11, BARUI PARA LANE, BARANAGAR, ALAM BAZAR
State: West Bengal District: North Twenty Four Parganas
Pin Code: 700035 Photo Id Card: Aadhar Card
Photo Id No: 687947203438 Photo Id Expiry Date: N/A

Place / स्थान: Howrah

Designated Officer

Issued On / दिनांक: 18-06-2024 (Renewal License)

Note: Any change in above details shall be immediately communicated to authorities. You can apply for modification of license for updation of details without any cost through Food Safety Compliance System (<https://foscos.fssai.gov.in>)

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Condition of License

All Food Business operators shall ensure that the following conditions are complied with at all times during the course of its Food Business.

Food Business Operators Shall:

1. Display a true copy of the license granted in Form C shall at all time at a prominent place in the premises.
2. Give necessary access to licensing authorities or their authorized personnel to the premises.
3. Inform authorities about any change or modifications in activities.
4. Employ at least one technical person to supervise the production process. The person supervising the production process shall possess at least a degree in science with Chemistry/ Bio-chemistry/ Food and nutrition/ Microbiology or a degree or diploma in Food Technology/ Dairy Technology/ Dairy Microbiology/ Dairy chemistry/ Dairy engineering/ Oil technology/ Veterinary science/ Hotel management & Catering technology or any degree or diploma in any other discipline related to the specific requirement of the business from a recognized university or institute or equivalent.
5. Furnish periodic annual return 1st April to 31 st March, with in 31 st May of each year. For collection/ handling/manufacturing of milk and milk product half yearly return also to be furnished as specified.
6. Ensure that no product other than the product indicated in the license /registration is produced in the unit.
7. Maintain factory's sanitary and hygienic standards and workers hygiene as specified in the schedule-4 according to the category of food business.
8. Maintain daily records of production, raw materials utilization and sales separately.
9. Ensure that the source and standards of raw material used are of optimum quality.
10. Food business operator shall not manufacture , store or expose for sale or permit the sale of any article of food in any premises not effectively separated to the satisfaction of the licensing authority from any privy, urine, sullage ,drain or place of storage of foul and waste matter
11. Ensure clean-in-place system (whichever necessary) for regular cleaning of machine & equipment.
12. Ensure testing of relevant chemical and/or microbiological contaminants in food products in accordance with these regulation as frequency as required on the basis of historical data and risk assessment to ensure production and delivery of safe food through own or NABLaccredited/ FSSAI recognized labs atleast once in six month.
13. Ensure that as much as possible the required temperature shall be maintained throughout the supply chain from the place of procurement or sourcing till it reaches the end consumer including chilling, transportation, storage etc.
14. The Manufacturer/ Importer/ Distributer shall buy and sell food products only from, or to , licensed / registered vendors and maintain record thereof.

~~22~~ ~~22A~~ 23
Other Condition

1. Proprietors of hotels, restaurants and other food stalls who sell or expose for sale savouries, sweets or other article of food shall put up a notice board containing separate lists of the articles which have been cooked in ghee, edible oil, vanaspati and other fats for the information of the intending purchasers.
2. Food business operator selling cooked or prepared food shall display a notice board containing the nature of articles being exposed for sale.
3. Every manufacturer (including ghani operator) or wholesale dealer in butter, ghee, vanaspati, edible oils, solvent extracted oil, de oiled meal, edible flour and any other fats shall maintain a register showing the quantity of manufactured, received or sold, nature of oil seed used and quantity of de oiled meal and edible flour used etc. as applicable and the destination of each consignment of the substances sent out from his factory or place of business, and shall present such register for inspection whenever required to do so by the licensing authority.
4. No producer or manufacturer of vegetable oil, edible oil and their products shall be eligible for license under this act, unless he has own laboratory facility for analytical testing of samples
5. Every sale and movement of stocks of solvents-extracted oil, 'semi refined' or 'raw grade I', edible groundnut flour or edible coconut flour, or both by the producer shall be a sale or movement of stocks directly to a registered user and not to any other person, and no such sale or movement shall be effected through any third party.
6. Every quantity of solvent-extracted oil, edible groundnut flour or edible coconut flour, or both purchased by a registered user shall be used by him in his own factory entirely for the purpose intended and shall not be re-sold or otherwise transferred to any other person :
Provided that nothing in this sub-clause shall apply to the sale or movement of the following:-
 1. Karanjia oil
 2. Kusum oil
 3. Mahua oil
 4. Neem oil
 5. Tamarind seed oil
 6. Edible groundnut flour bearing the I.S.I certification mark
 7. Edible coconut flour bearing the I.S.I certificate mark
7. No food business operator shall sell or distribute or offer for sale or dispatch or deliver to any person for purpose of sale any edible oil which is not packed, marked and labeled in the manner specified in the regulations unless specifically exempted from this condition vide notification in the official Gazette issued in the public interest by food safety commissioners in specific circumstances and for a specific period and for reason to be recorded in writing.

WEST BENGAL POLLUTION CONTROL BOARD

PARIBESH BHAWAN

10A Block-LA, Sector-III, Bidhannagar, Kolkata - 700 098



Certificate for 'Consent to Establish'

No 851/Pa/DIC/How-19-20

GREEN CATEGORY

Date: 1/11/2019

The West Bengal Pollution Control Board hereby grants its "Consent to Establish" under section 23 (1) of Water (Prevention & Control of Pollution) Amendment Act. 1988 and section 21 of Air (Prevention & Control of Pollution) Amendment Act. 1987 and the Rules and Orders made thereunder to

M/s KISHORI MOHAN DUTTA & BROS. (DUTTA CABIN)

for its unit located at

4/3, Rishi Bankim chandra Road, Howrah - 711 01

to establish the industrial plant and to manufacture/store/install Cooked Food (Restaurant)

and to discharge liquid effluents through outlets/outfalls and to emit the gaseous emission in accordance with the conditions as mentioned below provided on any day at any instant the quantity and quality of liquid discharge and gaseous emission shall not exceed the permissible limit as specified in the Environment (Protection) Act. 1986

Breach of the conditions and/or failure to comply with the directions/conditions as stated below shall render the applicant liable for prosecution under the provisions of Water (Prevention & Control of Pollution) Act. 1974 and Air (Prevention & Control of Pollution) Act. 1981.

The State Board reserves its right to revoke, withdraw or make any reasonable variation of the conditions or change or alter this consent by giving one month's notice to the applicant

Conditions Investment in P/M Rs. 2,50,000/-

Investment in L/B + P/M upto 30 lakh only

- 01 The Applicant shall be responsible for the quantity and quality of liquid effluent and gaseous emissions
- 02 The Applicant shall ensure maintaining the quality of liquid effluent discharge and air emissions within statutory limits as mentioned in Environment (Protection) Act, 1986 and Rules made thereunder.
- 03 The Applicant should adopt suitable measures to treat the liquid effluent to reduce the pollutional load so that quality of the same meets the prescribed standard.
- 04 The Applicant shall have to apply to this Board for its 'Consent to Operate' as per provisions of Water (Prevention & Control of Pollution) Act 1974 and Air (Prevention & Control of Pollution) Act. 1981 for discharge of liquid effluent and gaseous emissions. No liquid effluent and gaseous emission shall be discharged by the Applicant/unit without prior consent of the Board.
- 05 To bring into any change in industrial plant, furnace, fuels, chimneys, place and/or point discharge of liquid and gaseous effluents, pollution control equipments the Applicant shall obtain prior permission of the Board in this regard
- 06 The Applicant shall maintain good house keeping, good working condition and take adequate measures for control of pollution from all sources.
- 07 The Applicant shall bring about at least 33% of the available open land under green coverage/plantation.
- 08 The Applicant shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.
- 09 The Applicant shall provide drainage system for conveying liquid wastes.
- 10 The Applicant shall allow the officers of the Board to enter into the applicant's premises at any reasonable time for inspecting the unit
- 11 The solid waste generated within the factory premises, sweepings etc. be disposed off scientifically so as not to cause any nuisance/pollution
- 12 The Applicant should adopt adequate precautionary measures to prevent any inconvenience or annoyance to the denizens of the locality due to its activity or be a cause for environmental concern.
- 13 In case of using Diesel Generator, adequate precautionary measures to be taken as per norms fixed up by CPCB
- 14 Fire licence to be obtained from Competent authority.

For and on behalf of the West Bengal Pollution Control Board



This Certificate is Valid for 5 (five) years from date of issue and Conversion Certified to be obtained from appropriate authority

General Manager
District Industries Centre
Ex-officio Environment Officer
West Bengal Pollution Control Board

General Manager
District Industries Centre, Howrah



Government of West Bengal

West Bengal Form No. 303Z (28)

License under the West Bengal Fire Services Act, 1950

License no.: FL0125182231301095

Date: 13-11-2023

License is hereby granted to KISHORI MOHAN DUTTA & BRS under Section 12 of the West Bengal Fire Services Act, 1950, to use the building or place being No. (a) 2, Rishi Bankimchandra Road, Howrah, Pincode - 711101, P.S. - Howrah, Nearest Fire Station - Howrah as a warehouse/workshop for storing or processing or keeping (b)

1. Gas Cylinder(LPG) - 39 Kg.

subject to the conditions noted below and such other conditions as may be prescribed.

It is hereby acknowledged that a sum of Rs. 2000 being the license fee due by the said KISHORI MOHAN DUTTA & BRS for the period from 13/11/2023 to 12/11/2024 in respect of the aforesaid license has been received @Rs. 2000 per annum.

CONDITIONS ABOVE REFERRED TO:

- (1) The warehouse/workshop shall at all times be open to inspection by such officer or officers, being member or members of the Fire Brigade, as may be appointed by the Director General of Fire Service.
- (2) The warehouse/workshop shall conform to the conditions prescribed under Section 12 of the West Bengal Fire Services Act, 1950.
- (3) No article referred to in the Clause (1) of Section 12 of the West Bengal Fire Services Act, 1950, shall be made, prepared, dried or treated in any manner on the top or roof of any building constituting or forming a part of a warehouse.
- (4) No person shall be allowed to use as residence any part of the warehouse or to bring into the warehouse any match-boxes or match-sticks or any artificial light not duly and thoroughly protected or to smoke within the warehouse while jute or cotton is stored therein.
- (5) Needs to renewed within next 1 Year

Signature valid

Digitally Signed
Name: Ramon Tejendra Sheppn
Date: 13 Nov 2023 20:40:01
Phone: Approved
Location: West Bengal

Collector

Fire License Section,
13D, Mirza Ghalib Street, Kolkata - 16



Government of West Bengal
OFFICE OF THE COLLECTOR OF FIRE LICENSE
 Fire License Section, 13D, Mirza Ghalib Street, Kolkata - 16

Memo No. DN/GFL/0125182231301096

From:
 The Collector,
 Fire License,
 West Bengal Fire & Emergency Services.

To: KISHORI MOHAN DUTTA & BRS

Sub: Demand Notice for issuance of Fire License

In pursuance of the reference to the Fire License application submitted in respect to the above proposal, this is to inform you that Fire License will be issued, subject to the payment of fee amounting to Rs. 2000. You are hereby requested to remit the above amount within 15 days from the date of issuance of Demand Notice.

Amount in Words: Rs. Two Thousand

Mode of Payment:

You are requested to deposit the above demand fees under the Head of Account 0070-60-109-001-13(0070- Other Administrative Service, 60-109-Fire Protection of Control, 001 - Fees Under the West Bengal Fire Services Act, 13 - License Fees) by online mode only through the Payment Link available in West Bengal e-District Portal (<https://edistrict.wb.gov.in/PACE/>) after login using your user id and password used for the submission of the above application within 15 (Fifteen) days from the date of issue of this notice positively.

Signature valid

Digitally Signed
 Name: Periba Ignoring Stamp
 Date: 10-Nov-2023 20:52:31
 Reason: Approved
 Location: West Bengal

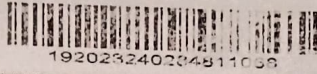
Collector
 Fire License Section
 13D, Mirza Ghalib Street, Kolkata - 16

Date: 10-11-2023
 Place: Fire License Section
 13D, Mirza Ghalib Street, Kolkata - 16



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Govt. of West Bengal
WB e-district
GRIPS eChallan



192023240284811068

GRN Details

GRN:	192023240284811068	Payment Mode:	SBI Epay
GRN Date:	13/11/2023 20:16:03	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7726345509028	BRN Date:	13/11/2023 20:16:29
Gateway Ref ID:	331791853941	Method:	State Bank of India UPI
GRIPS Payment ID:	131120232028481105	Payment Init. Date:	13/11/2023 20:16:03
Payment Status:	Successful	Payment Ref. No:	0125182231301096

[ID Number]

Depositor Detail:

Depositor's Name: Mr. Anjan Kumar Dutta
 Address:
 Mobile: 9088233004
 Email: dasfire@gmail.com
 Period From (dd/mm/yyyy): 13/11/2023
 Period To (dd/mm/yyyy): 13/11/2023
 Payment Ref ID: 0125182231301096
 Dept Ref ID/DRN: 0852023013113342

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	0125182231301096	Fire License Fees	0070-eC-109-001-13	2000
Total				2000

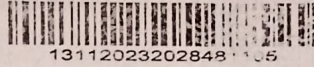
IN WORDS: TWO THOUSAND ONLY.

PAID



55 27 28

Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



131120232028481105

GRIPS Payment Detail

GRIPS Payment ID:	131120232028481105	Payment Init. Date:	13/11/2023 20:16:03
Total Amount:	2000	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7726345509028	BRN Date:	13/11/2023 20:16:29
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr. Anjan Kumar Dutta
Mobile: 9088233004

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240284811068	WB e-district	2000
Total			2000

IN WORDS: TWO THOUSAND ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID

Smt. Sonali Chatterjee
L.L.B., Advocate
Notary Govt. of India
Regi No. 19600
Howrah District, W.B

Ph No. 9830337405 / 03326556087
Resi : 23/1/2, Raj Ballav Saha Lane.
Howrah-711101. Ph -03326400574.
Chem : 45/2, Sri Ram Dhang Road.
Salkia, Babudanga, Howrah-711106.



Ref No. 50/May/08/2024

3 MAY 2024

Date.....

NOTARIAL CERTIFICATE

(PURSUANT TO SEC 8 OF THE NOTARIES ACT, 1952)

TO ALL MEN THESE PRESENTS SHALL COME, I, SMT SONALI CHATTERJEE, a NOTARY PUBLIC of Howrah District, Practising as a NOTARY in the District of Howrah of the state of WEST BENGAL WITHIN the Union of India, do hereby declare that the Paper Writing, Collecting marked "A" annexed hereto, hereinafter called the "PAPER WRITING A" is presented before me by the executant (s).

Souribikha Dutta
2/4/24

Hereinafter referred to as the "executants"(s) on this, the 20th Day of April Two thousand twenty four

The executants(s) having admind the execution of the " Paper Writing A" in Respective hand(s), in the presence of the witness (es), who as such subscribe(s) Signature(s) hereon, and being satisfied as to the identity of the executants (s) and the said execution of the " Paper Writing A" and testify that the said execution is in the respective hand(s) of the execution (s).

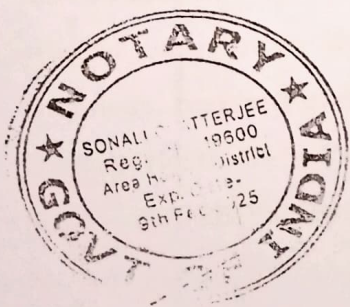
Adv. Siddhartha Chatterjee

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE TO Serve and avail as need and Occasion shall or may require.

Sonali Chatterjee

IN FAITH AND TESTIMONY WHEREOF I, SMT SONALI CHATTERJEE, the said NOTARY PUBLIC have here-onto set and subscribe my hand and affirmed my NOTARIAL SEAL of my office at Howrah Judges Court, Howrah in the District of Howrah on this the 31st Day of May 2024

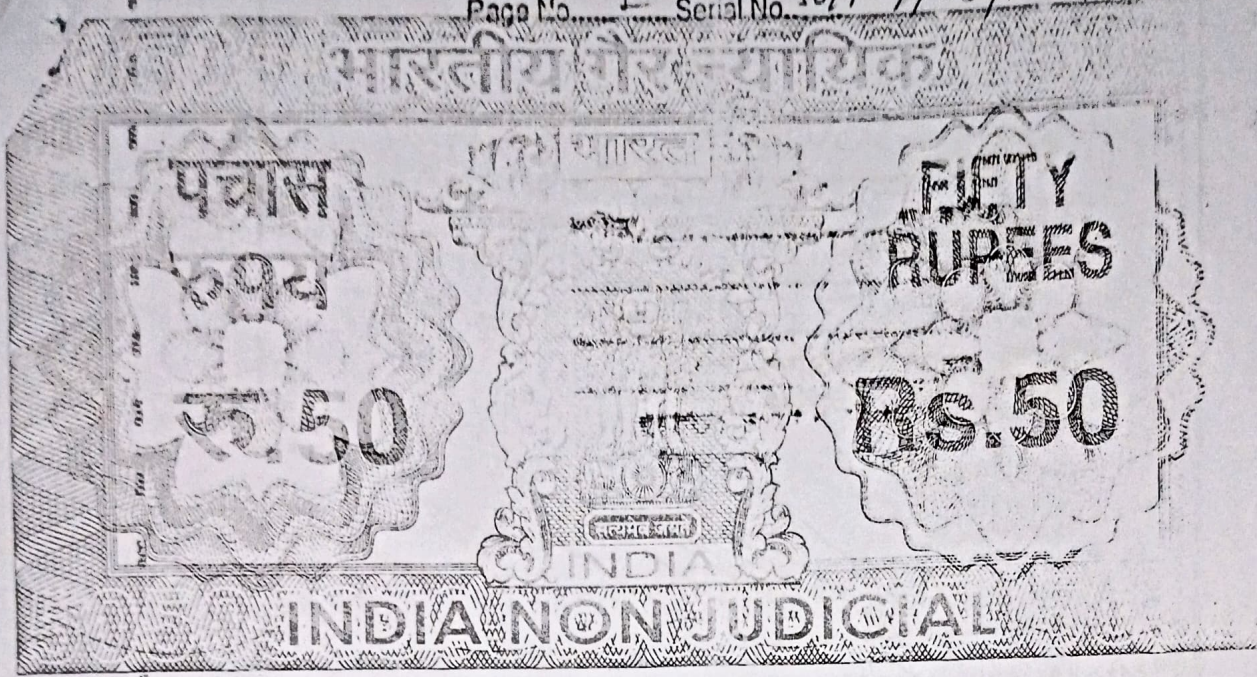
Sonali Chatterjee



NOTARIAL NOTARIAL

SMT SONALI CHATTERJEE
NOTARY
GOVERNMENT OF INDIA
REGISTRATION NO - 19600
HOWRAH DISTRICT, W. B

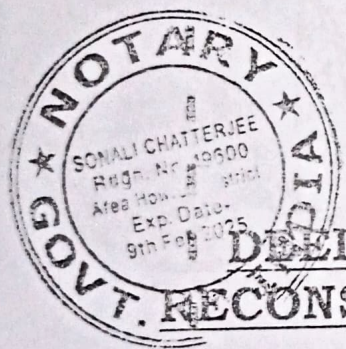
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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 088878

BEFORE THE NOTARY PUBLIC, HOWRAH



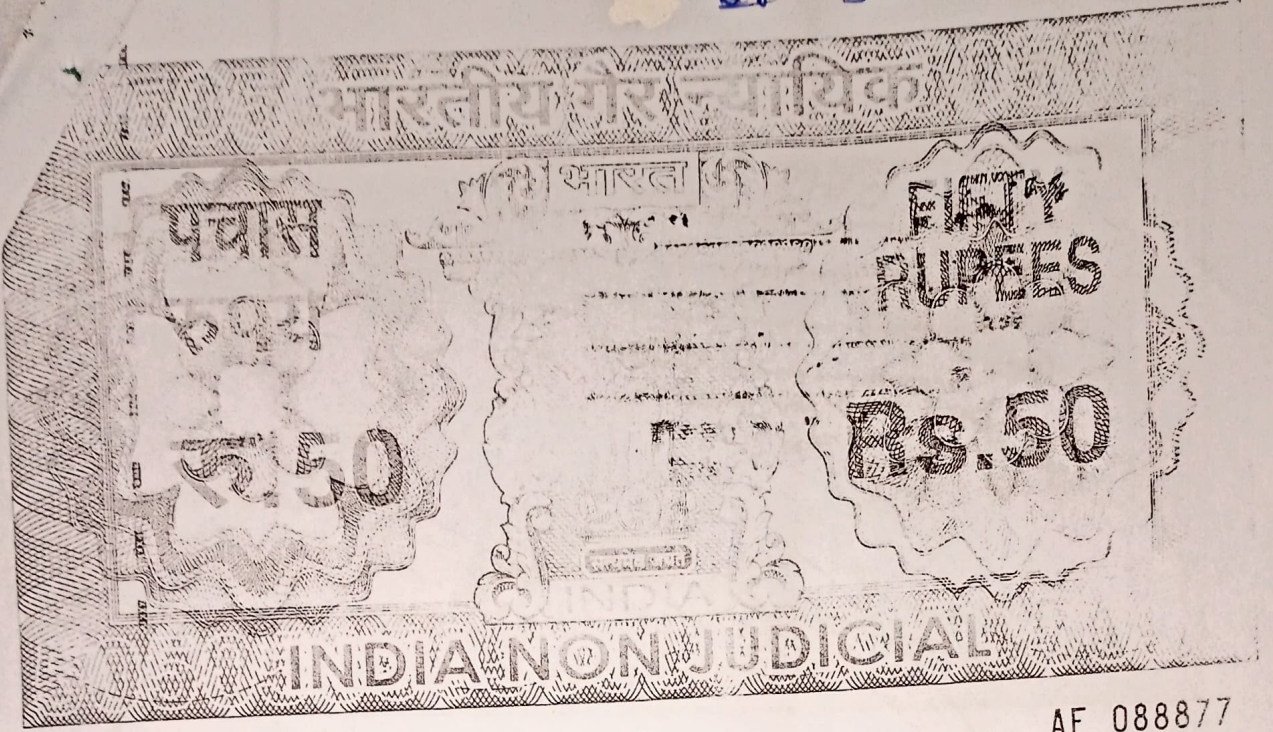
DEED OF RETIREMENT, ADMISSION & RECONSTRUCTION OF PARTNERSHIP DEED

THIS DEED is made on this the 20th day of April 2024 BETWEEN (I) SMT. SOURIBIBHA DUTTA (PAN - HCOPD1959N & Aadhaar No. 8395 7643 1547), wife of Late Anjan Kumar Dutta, by religion Hindu (Indian), by occupation Business, resident of 69/11, Barui Para Lane, P.O. Alambazar, P.S. Baranagar, District North 24 - Parganas, PIN - 700 035, (II) SMT. SUBHASREE DUTTA (PAN - FRUPD9634R & Aadhaar No. 7336 1461 3401), daughter of Late Anjan Kumar Dutta, by religion Hindu (Indian), by occupation Business, resident of 69/11, Barui Para Lane, P.O. Alambazar, P.S. Baranagar, District North 24 -

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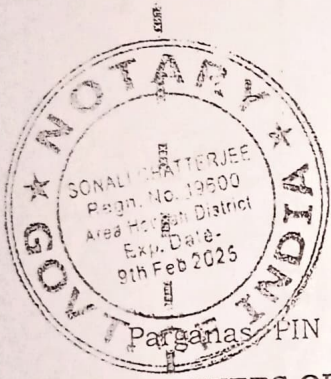
SONALI CHATTERJEE
Notary Public of India
Regn. No. 19500
Area Howrah District

2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 088877



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Parganas PIN - 700 035, hereinafter called the **SUBSTITUTING / CONTINUING PARTNERS OF THE FIRST PART.**

AND

(I) **SMT. ARCHITA DUTTA** (PAN - ANPPD9333B & Aadhaar No. 3169 6201 8343), wife of Late Raja Dutta, by religion Hindu, by occupation Business, resident of 353/1, Banamali Banerjee Road, P.O. & P.S. Haridevpur, District South 24 - Parganas, PIN - 700 082, (II) **MISS. MAYUREE DUTTA** (PAN - COIPD4246P & Aadhaar No. 7824 7911 4644), daughter of Late Raja Dutta, by religion Hindu, by occupation Business, resident of 353/1, Banamali Banerjee Road, P.O. & P.S. Haridevpur, District South 24 - Parganas, PIN - 700 082, hereinafter called the **INCOMING PARTNERS OF THE SECOND PART.**

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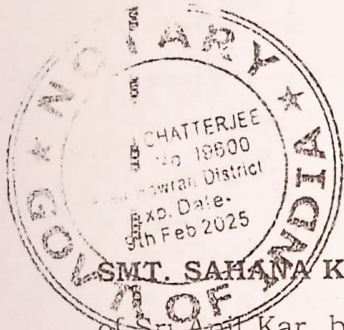
13 MAY 2024

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 088876



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AND

SMT. SAHANA KAR (PAN - AREPK3410F & Aadhaar No. 6058 4609 6351), wife of **Sri Anil Kar**, by religion Hindu, by occupation Business, resident of AC-283, Chirantan Apartment, Prafulla Kanan, P.O. & P.S. Kestopur, District South 24 - Parganas, PIN - 700 101, hereinafter called the **OUTGOING / RETIRING PARTNER OF THE THIRD PART.**

WHEREAS the Retiring/Outgoing Partner of the Third Part and Anjan Kumar Dutta (predecessor-in-interest of the substituting / continuing partners hereof) jointly by virtue of a Deed of Partnership dated 05/04/2005 have been carrying a business on partnership under the name and style of "**M/S. KISHORI MOHAN DUTTA & BROTHERS**" having its office and place of

Contd.....

3 MAY 2024

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business at 4/3, Chand Mari Ghat, P.O. Howrah, P.S. Golabari, District Howrah, PIN - 711 101 and each having following shares :-

Anjan Kumar Dutta, since deceased (predecessor-in-interest of substituting / continuing partners of First Part)	:	62%
Smt. Sahana Kar (Retiring Partner of the 3 rd Part)	:	38%

AND WHEREAS previously Raja Dutta (predecessor-in-interest of the incoming partners hereof) and Anjan Kumar Dutta (predecessor-in-interest of the substituting / continuing partners hereof) jointly carrying on said partnership business and after sudden untimely demise of said Raja Dutta the Retiring/Outgoing Partners of the 3rd Part Smt. Sahana Kar duly introduced in place of said Raja Dutta, since deceased and since then said Anjan Kumar Dutta and Smt. Sahana Kar as partners of the same jointly carrying on said partnership business continuously and uninterruptedly.

AND WHEREAS few months ago on 1.2.2024 said Anjan Kumar Dutta died intestate and in terms of the partnership deed dated 5.4.2005 the heirs of said Anjan Kumar Dutta viz. Smt. Souribibha Dutta and Smt. Subhasree Dutta duly substituted in place of said deceased Anjan Kumar Dutta according to law (though no former document has been created for that) and now they have been treated herof as continuing partners of the one part.

AND WHEREAS ultimately however said Smt. Sahana Kar expressed her desire to retire from said partnership business and she also proposed that in her place the heirs of said Raja Dutta, since deceased (i.e. one of the erstwhile partners) be introduced as incoming partners and simultaneous with their introduction into the partnership said Smt. Sahana Kar retired from partnership.

AND WHEREAS following such proposal and expression of the Outgoing/Retiring Partners of the Third Part an exhaustive discussion took place amongst all related persons wherein it has been settled that whatever rights, assets, liabilities of the partnership existed in the account of said Anjan Kumar Dutta, since deceased henceforth that would be devolved in favour of the substituted / continuing partners of one part and all the entry, right, share,

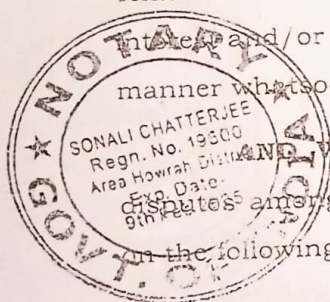
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18 JULY 2024

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assets and liabilities of partnership existed in the account of said Smt. Sahana Kar that has been relinquished by her in favour of Smt. Archita Dutta and Miss. Mayuree Dutta i.e. incoming partners of the 2nd part and accordingly as such the same has been enjoying by said Smt. Archita Dutta and Miss. Mayuree Dutta i.e. incoming partners of the 2nd part.

NOW THIS INDENTURE WITNESSETH that in further pursuance of the agreement and in consideration of the premises the outgoing/retiring partner do hereby assign to the Incoming Partners of the Second Part ALL THAT share and interest of outgoing/Retiring Partner and in the goodwill and also all other rights and interest belonging to the Outgoing/Retiring Partner of the Third Part in connection with the Partnership Business coupled with all her rights, title and interest whatever it may be is being devolved upon the incoming partners of the second part and the Retiring Partner retire from the business from the date of effect of these present. **AND TO HOLD THAT THE** Substituting/Continuing Partners of the First Part shall continue their entry in the partnership as of right in place of said Anjan Kumar Dutta, since deceased. That henceforth the Retiring Partner of the Third Part shall have no right, interest and/or claim over and/or in respect of said Partnership Business in any manner whatsoever.



AND WHEREAS for the sake of avoiding all future differences and disputes amongst them the parties hereto reconstructed the Partnership Deed in the following manner.

AND WHEREAS principal terms and conditions of the firm are as followings :-

- 1) **NAME & STYLE** : That the partnership shall be carried on under the name and style of "M/S. KISHORI MOHAN DUTTA & BROTHERS".
- 2) **PLACE OF BUSINESS** : That the business of the partnership is already existing and it has been carried on and the office of the partnership shall be at 4/3, Chand Mari Ghat, P.O. Howrah, P.S. Golabari, District Howrah, PIN - 711 101 and the partners may change the address of business at any time on the basis of their mutual understanding.

3-MAY 2024

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3) **BUSINESS** : That the nature of business of the Partnership is Restaurant Business and other like nature business.

4) **CAPITAL** : That the capital of the partners will be that whatever capital of the business as existing that would be distributed as follows :-

- | | | | |
|-------|--|---|-----|
| (i) | Smt. Souribibha Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (ii) | Smt. Subhasree Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (iii) | Smt. Archita Dutta
(Incoming Partners of the 2 nd Part) | : | 19% |
| (iv) | Miss. Mayuree Dutta
(Incoming Partners of the 2 nd Part) | : | 19% |

5) **SHARES** : That the shares of the Partners in the profits and losses of the partnership shall be as under :-

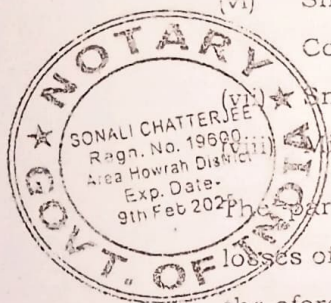
- | | | | |
|--------|--|---|-----|
| (v) | Smt. Souribibha Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (vi) | Smt. Subhasree Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (vii) | Smt. Archita Dutta (Incoming Partners of the 2 nd Part) | : | 19% |
| (viii) | Miss. Mayuree Dutta (Incoming Partners of the 2 nd Part) | : | 19% |

The parties hereto have agreed to divide and distribute the profits and losses of this partnership with further effect from the 1st day of April 2024 in the aforesaid ratio.

6) **WITHDRAWAL** : That the withdrawal of any sum by way of expected profits shall not be permitted without the consent of the other partner. The amount so withdrawn shall be adjusted with the share of profit of the withdrawing partner at the time of preparing the annual account of the profits and losses of the partnership. In case the partnership accounts do not exhibit a profit to the extent of such withdrawals, such excess of withdrawals shall have to be refunded forthwith by such partner. However, partners having relative surplus of capital calculated on the basis of their profit sharing ratio will be allowed to withdraw such surplus on an appointed date.

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13 MAY 2024



43 : 35

- 7) **BANKING ACCOUNT** : That the Banker of the Partnership shall be any Nationalized or Private Bank and all partnership money (not required for current expenses) shall be deposited into the account of the Firm.

The Bank account shall always be operated by joint signatures (i) Smt Soubibha Dutta (one of the Partners of the First Part) and (ii) Smt. Archita Dutta (one of the Incoming Partners of the 2nd Part) and without their joint signatures no bank transaction be made at any material point of time.

- 8) **YEAR** : That the Financial Year of the Firm shall be from 1st day of April of the current year to 31st March of the following year.

- 9) **DUTIES** : That the partners shall be true and just to one another in all their transactions and dealings and shall at all times during the continuance of the partnership diligently and faithfully employ themselves in the conduct and management of the business and the concerns of the partnership shall always act in the best interest of the Firm.

- 10) **MANAGEMENT** : That the aforesaid partners of the Firm will be the working partners and will look after the affairs of the business of the Firm, maintenance of accounts, audit, tax matters and all works incidental or ancillary thereto diligently and honestly and to the best of their ability.

SALARY : That the partners will be the working partners and will be entitled to an amount of salary or remuneration by the Firm per month, and the working partners shall be entitled to get and/or receive salary or remuneration from the firm as per provision of Section 40(b) of the Income Tax Act, 1961 in the following manner subject to following conditions :-

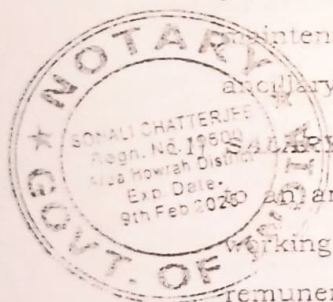
As regards quantification of salary the book profit is to be considered.

- (i) Upto the limit of Book Profit of Rs. 3,00,000/- the partners will be entitled to get salary at the rate of 90% of the Book Profit.
- (ii) On the balance of the Book Profit above Rs. 3,00,000/- the partner will be entitled to get salary at the rate of 60% of the Book Profit over and above the amount specified in sub-clause (i) above

Quantum of allowable salary out of Book Profit arrived at after considering the sub-clause shall be entitled and distributed between the partners in

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13 MAY 2024



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their profit sharing ratio. But in case of loss of the business the salary of the partners of the firm shall be restricted to Rs. 1,50,000/- collectively and shall be distributed amongst the partners as per their sharing ratio i.e. in respect of their profit sharing ratio. That the partners hereof shall be entitled to alter the mode of quantification and/or limit of remuneration as may be agreed to by and between the partners from time to time. That if any of the partners falls ill and is unable to perform his/her duty in the partnership firm due to some unavoidable circumstances said partner shall also be entitled to have salary and the share of profit accordingly.

- 12) **INTEREST ON CAPITAL** : That the capital of the Partnership Firm is being formed by contribution made by the parties hereto (i.e. existing partners of the firm) in the manner as aforesaid and further to the extent decided by them mutually according to the need of the business. The Firm may obtain loans and deposits to meet the requirements of the business. Interest will be paid on the amount of capital contributed by the partners at the beginning of the accounting year as may be mutually decided by the partners subject to a maximum of 12% p.a. (as prescribed u/s 40(b)(iv) of the Income Tax Act 1961) or any other applicable provisions as may be in force in the Income

BINDINGS : All acts, deeds and things done by the partnership shall be done by mutual consent and all the Partners are equally liable to take decisions to run the business with the consent of the other. All loans to be binding on the Firm itself.

That each partner shall discharge her personal / private debt and liabilities if any and shall always keep the firm and other partners of the firm indemnified against any loss or damage for any of her private liabilities.

- 14) **INTRODUCTION** : No person can be introduced as a partner into the partnership without the consent and approval of the other Partners.
- 15) **PERSONAL DEBTS** : Each partner shall pay his/her separate debts punctually and indemnify the other party and save the capital and/or property of the partnership against any attachment, seizure or sale thereof.

Contd.....

13 MAY 2024

:: 45 :: 30

16) **RESTRICTION** : That without the consent in writing of the other Partners, one partner shall :

- (a) endorse or accept any note, bill of exchange or hundi or stand as surely, become bail or borrow any substantial loan or do or willingly suffer to be done anything to jeopardize the capital and/or assets of the Firm or hereby those may be attached or taken in execution ;
- (b) Appoint or except in case of gross misconduct, dismiss any employee ;
- (c) Compound, assign or release any debt of the partnership except upon payment in full; and
- (d) Loan money or give credit to any person.

17) **NOTICE** : That all notice expressed to be given by any partner to another or by the partnership to any partner shall be given or sent by registered post at the address therein mentioned or such other address as may be recorded in the Register of Firms and no notice shall be less than 30 clear days.

18) **DECISION MAKING** : That in all matters relating to the management and conduct of the day to day business of the partnership, the partners shall take decision jointly.

19) **INTERPRETATION** : That in respect of matters not expressly provided herein, these shall be determined according to the provisions of the Indian Partnership Act, 1932 in force for the time being.

It has been agreed by the partners hereof that by mutual consent they can convert the partnership business hereby constituted into a Private Limited Company under the Companies Act, 1956 if situation so demand.

20) **AMENDMENT** : That the clauses of this Deed shall be subject to alteration or amendment or variation by mutual consent to the extent permitted by the law of the land.

21) That the provisions of the Indian Partnership Act 1932 shall apply to this partnership subject however to the expressed terms and conditions contained in these presents.

22) **DISOLUTION/RETIREMENT & EXCLUSION** : That the partnership shall be once at will. Any partner can retire from the Firm by giving two months

Contd.....

11 3 MAY 2024

:: 46 :: 39

notice in writing to the other partners. The notice to retire shall be in writing and duly communicated to the other partners. On the death of any partner, the heirs or the legal representatives of the deceased partner either shall be joined in place of the deceased partner or entitled to withdraw the claim of the partners till his/her death in the partnership subject to the notice of his/her/their intention in writing on that matter. All major decisions will be taken by the Partners jointly.

IN WITNESS WHEREOF the partners have executed this DEED OF PARTNERSHIP on the day, month and year first above written.

WITNESSES :-

1. *Ramesh Chatterjee*
Soni, Bikaner
P.O. Bikaner
House No. 10
853301/20205

✓ *Sonubabha Dutta 10/5/24*
✓ *Subhasree Dutta 10.05.2024*

SUBSTITUTING/CONTINUING PARTNERS OF THE 1ST PART.



2. *Rajendra Prasad Choudhary*
302/2 Acharya
Malkata - 700108
51331335

✓ *Arcita Dutta - 10.5.24.*
✓ *Mayra Dutta 10/5/24*

INCOMING PARTNERS OF THE 2ND PART.

Drafted & Prepared by me :-

Siddhanta Chatterjee
Advocate.

✓ *Sahana Kar 10/5/24*

Identification by the OUTGOING / RETIRING PARTNERS OF THE 3RD PART.

Ld Advocate
Signature Attested
Sonali Chatterjee
SONALI CHATTERJEE
Notary Govt. of India
Regn. No. 19600
Area Howrah District

13 MAY 2024

42

39 40

Handwritten initials

B. R. S. 7

CALCUTTA PORT TRUST

No. 1370
1270

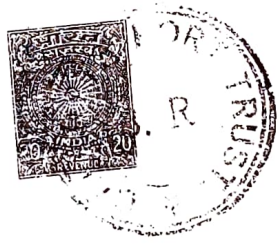
Dated 4th January 1984

Received from Sri Ashit Kumar Datta & others.
Sum of Rupees Six thousand only.

(in Cash/by Cheque)

on account of rent and other charges in respect of
land and govt. at Chandernaghat.
(Plot no. H-25/1, H-25/3 and H-25/4)
(Suspense a/c)

Rupees 6000/-



Financial Adviser &
Chief Accounts Officer,
Calcutta Port Trust.

Head Clerk, B. F. Section.

RECEIPT VALID ON REALISATION OF THE CHEQUE

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How/2 m.

B. R. S. 7

CALCUTTA PORT TRUST

No. ¹³⁷⁰
~~1270~~ *fund*

Dated 4th January 1984

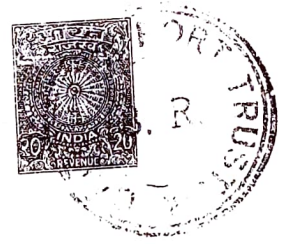
Received from Sri Ashit Kumar Dutta & others.
sum of Rupees Six thousand only.

(in Cash/by Cheque)

on account of rent and other charges in respect of
land and godown at Chandernaghat.

(Plat. no. H/ 25/1, H/ 25/3 and H/ 25/3/1)
(suspense a/c)

Rupees 6000/- *✓*



[Signature]
Financial Adviser &
Chief Accounts Officer,
Calcutta Port Trust.

[Signature]
Head Clerk, B. R. Section.
[Signature]

RECEIPT VALID ON REALISATION OF THE CHEQUE

49 41
42

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Provisional Transactional Receipt

Receipt Number : KPTES2108202400002

Date & Time : 21-08-2024 15:12

RECEIVED FROM : ASHIT KR DUTTA & ORS.
 PARTY CODE : 346
 PAYMENT STATUS : Success

AMOUNT RECEIVED (e-Payment) : 13408.00

ADD T.D.S. : 0.00

TOTAL AMOUNT : 13408.00

Rs Thirteen Thousand Four Hundred Eight Only

FOR PLATE HL25/1

Bill Ref. No.: 2024/03/0960

Note:

- i) This document is only an acknowledgement of your payment. This is computer generated receipt and does not require physical signature.
- ii) Valid subject to realization of payment.
- iii) TDS Certificate towards deduction of tax should be submitted to Finance Department within 30 days from the end of the respective quarter.

50 42 43
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**Provisional Transactional Receipt**

Receipt Number KPTE3008202400003

Date & Time : 30-08-2024 16:11

RECEIVED FROM : ASHIT KR DUTTA & ORS.
PARTY CODE : 346
PAYMENT STATUS : Success

AMOUNT RECEIVED (e-Payment) : 17697.00
ADD T.D.S. : 0.00
TOTAL AMOUNT : 17697.00

Rs Seventeen Thousand Six Hundred Ninety Seven Only

FOR PLATE HL25/3

Bill Ref No.: 2024/02/0986

Note:

- i) This document is only an acknowledgement of your payment. This is computer generated receipt and does not require physical signature.
- ii) Valid subject to realization of payment.
- iii) TDS Certificate towards deduction of tax should be submitted to Finance Department within 30 days from the end of the respective quarter.

30-Aug-2024 16:11

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51 43 44

KOLKATA PORT TRUST
MONEY RECEIPT

(A/C Suspense/Compensation 1)
No. COMP/2018-2019/3717 Date: 06/03/2019

PARTY CODE : 346 PAN NO. :

PLATE CODES : FOR PLATES HL25/1 ,

RECEIVED FROM : ASHIT KR DUTTA & ORS.

CHEQUE NO: 720068 DRAWN BANK: UBI

AMOUNT RECEIVED: 50000.00

ADD T.D.S.: 0.00

TOTAL AMOUNT: 50000.00

RUPEES FIFTY THOUSAND ONLY

THROUGH WHOM RECEIVED: HOWRAH-II

NARATION : Without prejudice to the rights and
contention of ko.p.t. accepted as part
payment of compensation charges. to be
kept in suspense a/c.

p.proceeding no 640 of 2004,hl
25/3,hl25/3/1

Asy
Treasurer

Sy
Financial Adviser &
Chief Accounts Officer



*RECEIPT VALIDITY SUBJECT TO REALISATION
OF CHEQUE.

A.K. Dutta.

For A.K. Dutta & Ors.

019.

/1,-

in

A.K.

13/1

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To
The Estate Manager,
Kolkata Port Trust,
15, Strand Road,
Kolkata- 700001.



Date : 05.03.2019.

Sub : Payment of rent in respect of Plate Nos. HL-25/1,
HL-25/3 and HL-25/3/1 against the tenancy in
the name of A.K. Dutta & Others.

Respected Sir,

We are sending an amount of Rs. 50,000/- (Rupees Fifty
thousand only) on account of rent against tenancy in the name of A.K.
Dutta & Ors. in respect of Plate Nos. HL-25/1, HL-25/3 and HL-25/3/1
through Bank Draft being Nos. 720064 UBI (SERAMPORE)
dated 24/02/2019

Kindly accept the same.

Thanking you,

Yours Sincerely,

A. K. Dutta,

For A.K. Dutta & Ors.

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युनाइटेड बैंक ऑफ इंडिया
UNITED BANK OF INDIA

आह्वान कार्यालय का नाम / NAME OF DRAWING OFFICE

Payee Only

SERAMPORE

SRP217

मांग पर / ON DEMAND PAY

*** KOLKATA PORT TRUST ***

DDMMYYYY

को या उनके आदेश पर / OR ORDER
प्राप्त मूल्य के लिये

UNAPPL. TECHNOLOGIES LTD. KANUNGA CTS. 2017
Valid for 3 months

रुपये/Rupees

Fifty Thousand only

अदा करें / FOR VALUE RECEIVED

*****50,000.00

Purchaser: PET'S CARE & CURE

720068

Payable at par at all branches excepting the issuing branch

Handwritten signature
9611 Khuntia 14/6/17

प्राधिकृत हस्ताक्षरकर्ता: AUTHORISED SIGNATORY(S)
(S.S.NO.)

Please sign above

कोटा का शाखा (ISSUING BRANCH)
MPDDQ

SERA31

***** Not Over INR. 50,000.00 *****

⑈720068⑈ 000027000⑈

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23 September 2024 4:58



September 24 2 pm



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WEST BENGAL POLLUTION CONTROL BOARD

Paribesh Bhawan, 10A, Block - LA, Sector III, Salt Lake
Kolkata - 700 098, INDIA; Ph 335 9088, & Fax: (0091) (33) 335 8073

Application Form for Consent to Operate for Green Category Industries

Application for Consent to Operate for discharge of effluent, under Section 25 and Section 26 of Water (Prevention and Control of Pollution) Act, 1974 and emission/continuation of emission under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981.

Application No. : 5927046

Date of Submission : 27/10/2024

Category : GREEN

Industry Type : Hotels (up to 20 rooms and without boilers)

To
The Member Secretary
West Bengal Pollution Control Board
Kolkata

From (Name and address of the unit)
KISHORI MOHAN DUTTA & BROTHERS
4/3, RISHI BANKIM CHANDRA ROAD, HOWRAH -
711101

I/We hereby apply for 'Consent to Operate' (fresh/renewal) under [i] sub-section (2) of Section 25 and 26 of Water (Prevention & Control of Pollution) Act, 1974 to make discharge from land premises and [ii] sub-section (2) of Section 21 of the Air Water (Prevention & Control of Pollution) Act, 1981 to make emission from the industrial plant owned by M/s. SOURIBIBHA DUTTA for its unit located at 4/3, RISHI BANKIM CHANDRA ROAD, HOWRAH - 711101 Tel No.033-7980990983 Fax.-

I/We hereby further declare that the information furnished below and in Appendices/Annexures are correct to the best of my knowledge. I/We hereby submit that in case of change of status in regard of any of the information provided a fresh application shall be made as required under the provisions of the related Acts. I/We hereby agree to submit to the Board, application for renewal of consent two months in advance of the related date of expiry of the consented period, if to be continued thereafter. I/We undertake to furnish any other information within seven days of it's being called for by the State Board.

I/We enclose herewith Challan of Rs.

deposited at Branch dated in favour of West Bengal Pollution Control Board being the Consent to Operate application fee.

Industry Information

49 49

Scale : Small Scale	No. of staff : 10	Gross capital investment in Lakhs. : 2[land, building, plant, machinery excluding capital investment on pollution control system]	
		(supported by affidavit, certificate from Chartered Accountant or annual report)	
Raw material(s): (attach additional sheet if required)	Raw Material Name	Quantity/day	
	1	RICE	
	80 Kg/Day	2	
	WATER	0.5 Kilo Liters/Day	
	3	VEGITABLE	
	20 Kg/Day	4	
	MEAT, FISH, CHICKEN	19 Kg/Day	
	5	GROCERY ITEMS	
	12 Kg/Day	6	
WHEAT & FLOUR	7 Kg/Day		
7	OTHER INGREDIENTS		
Product(s) : (attach additional sheet if required)	Product/By product Name	Production Capacity(Per Month)	Average Production(Per Month)
	RESTAURANT	500 Numbers/Day	480 Numbers/Day
Water consumption(KLD)	Source Consumption	Quantity (KL/D)	
	Industrial -		
	Domestic -		
Wastewater quantity(KLD)	Source of Waste Water	Quantity (KL/D)	
	Industrial -		
	Domestic -		
Wastewater treatment facility if any (attach additional sheet if required)		Final discharge to:	
No. of STP	Type of Discharge	STP Capacity per day	Final Discharge to/Final point of disposal
Diesel Generator Sets			
No. of DG sets	Capacity of each DG sets	Height of the stack above DG sets	Height of the DG room
Noise pollution control measures			

Acoustic enclosure/acoustic treatment of DG room		Exhaust mufflet
Air emission sources :(attach additional sheet if required)		
Air pollution control devices : (attach additional sheet if required)		
Type	Name	Specification
Existing		HOOD, DUCU & CHIMNEY ATTACHED TO OVEN
Solid waste : Nature		
Name of applicant : SOURIBIBHA DUTTA		
Designation : PARTNER		
Address of applicant : 4/3, RISHI BANKIM CHANDRA ROAD, HOWRAH - 711101		Contact Tel. no. of the applicant : 033-7980990983

Check-list of accompaniments: [Please put tick mark (-)as applicable]

- The THIRD PART of the challan (in original) as proof of deposition of consent application fee
- Undertakin/Affidavit/Annual Report/certificate from a Chartered Accountant (Item No.05)
- Additional sheet against Raw material and Quantity
- Additional sheet against Product and Quantity
- Additional sheet against Wastewater treatment facility
- Additional sheet against Air emission sources Additional sheet against Air pollution control devices

Notes: => All enclosures, documents and analysis reports of Board's recognised laboratories must be signed/ countersigned by the applicant with official seal.

=> All subsequent correction in the application form and enclosures should be signed by the applicant or any person authorised by the applicant.

=> The form is to be filled preferably in by typewriting or legible hand writing.

Applicant Basic Info

Salutation Mrs.	First Name Subhasree	Middle Name NA	Last Name DUTTA
Date Of Birth 10-JULY-1967	Age 57	Gender Female	Date of Application 16-NOVEMBER-2024
Mobile Number 7980573689	Email boral.debo1984@gmail.com	Aadhaar 839576431547	Pan HCOPD1959N

Site Address For Fire License

Country India	State West Bengal	District Howrah	Sub Division Howrah Sadar
Rural or Urban U	Block/Municipality MC	Block/Municipality Name Haora (Municipal Corp)	Village Ward 14
Police Station GOLABARI	Post Office Howrah HO	Address Line 1 4/3, Rishi Bankim Chandra Road	Address Line 2 POST ৳৳৳ Howrah GPO-1, P.S. - Golabari, Howrah
Pincode 711101	Nearest Firestation Howrah	Ward Number 14	Borough Number NA
Zone 3			

Applicant Type

Applicant Type Individual	Applicant Name KISHORI MOHAN DUTTA & BROTHERS
------------------------------	--

Floor Area Details

Storage Area Square Feet	Floor Number
450	Ground Floor

Office Address Applicant

Country India	State West Bengal	District Howrah	Sub Division Howrah Sadar
Rural or Urban U	Block/Municipality MC	Block/Municipality Name Haora (Municipal Corp)	Village Ward 14
Police Station GOLABARI	Post Office Howrah HO	Address Line 1 4/3, Rishi Bankim Chandra Road	Address Line 2 POST ৳৳৳ Howrah GPO-1, P.S. - Golabari, Howrah
Mouza Name NA	Pincode 711101	Nearest Firestation Howrah	Ward Number 14
Borough Number NA	Zone 3		

Workshop Details

Area Of Workshop 25	Name of the Owner of the Building PORT OF CALCUTTA	Mobile Number Of Owner 7980573689	Description Of Structure RCC
Insurance Company Name NA	Nature of Occupancy NA		

Occupier Details

Occupier Name	Occupier Office Address	Occupier Is Owner
KISHORI MOHAN DUTTA AND BROTHERS	4/3, Rishi Bankim Chandra Road, 711101 Howrah WEST BENGAL, POST Howrah GPO-1, P.S. - Golabari, UNDER HMC, Ward No 14	NO

Hazardous Substance Details

Storage or Processing	Article Name	Article Amount	Measuring Unit
Storage	Gas Cylinder (LPG) (For storing)	38	Kgs
Storage	Packing Box	10	Kgs

Name Of Fire Safety Arrangement

Hydrant System NA	Sprinkler System NA	Hose Reel System NA	Fire Extinguisher 5
Fire Detection Alarm System NA	Exit And Directional Signs NA	Fire Engines NA	Number Of Fire Trained Staffs 4
Accessibility Of Fire Engines NA	Capacity Of Fire Pumps Litres Per Second NA	Capacity Of Fire Pumps Normal Work Pressure NA	Capacity Of Underground Or Overhead Reservoir NA

Details Of Nearest Open Water Premises

Distance Of The Nearest Open Water NA	Access Details NA	Approximate Area Square Meters NA	Approximate Depth Meters NA
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Other Relevant Information Heading

Height Of The Building Meters 2.5	Nature Of Occupancy Storage	Annual Municipal Value Of Warehouse Or Workshop 0	Other Information NA
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Obtained FSR	FSR No	Obtained SSL	SSL No
YES	0	YES	0
Obtained FSC	FSC No	Applied Fire License Earlier	Earlier Application Rejected
YES	0	YES	NO
Reason For Rejection			
NA			

License Duration Details

License Duration
1 Year

Old Application Details

AIN	Application Date	Plot Number	Status
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375
Office

Amevare-R3

REGISTERED POST WITH A/D

HAND DELIVERY / AFFIXATION ON PROPERTY

THE ESTATE OFFICER

(APPOINTED) BY THE CENTRAL GOVERNMENT IN EXERCISE OF THE
POWERS CONFERRED BY SECTION 3 OF THE PUBLIC PREMISES
(EVICTION OF UNAUTHORISED OCCUPANTS) ACT 1971-40 OF 1971.)

Office of The Estate Officer
Kolkata Port Trust
15, Strand Road, 4th Floor, Kolkata-700 001
And Court Room at The 2nd Floor of Kolkata
Port Trust's Head Office, Old Buildings,
15, Strand Road, Kolkata - 700 001

Proceedings & No. 640 of 2004

Order No. 8 Dated 28.3.08

Board of Trustees of the Port
of Kolkata.

To

Shri Ashit Kumar Dutta & Ors.
Shri Ajoy Kumar Dutta,
Shri Arun Kumar Dutta,
Shri Amiya Kumar Dutta,
and Sri Kashori Mohan Dutta for self
and as guardian of Sri Mukunda Dutta
Dev Dutta (minor) and Sri Avik Kumar (minor)
Sons and heirs of Late Ambica Coomar Dutta,
4/3, Chandmari Ghat,
Howrah.

-VS-

SHRI ASHIT KUMAR DUTTA & ORS.

AND ANY PERSON/S INTERESTED
ON THE PROPERTY UNDER SCHEDULE

Whereas I, the undersigned, am of opinion on the grounds specified
below that you are in unauthorised occupation of the public premises mentioned
in the schedule below and that you should be evicted from said premises

G R O U N D S

THAT YOU HAVE VIOLATED THE FUNDAMENTAL CONDITION FOR GRANT OF
TENANCY UNDER MONTHLY TERM LEASE AS GRANTED TO YOU BY THE
KOLKATA PORT TRUST. THAT YOU HAVE DEFAULTED IN MAKING PAYMENT
OF RENTAL DUES TO KOLKATA PORT TRUST IN GROSS VIOLATION OF THE
CONDITION OF TENANCY UNDER MONTHLY TERM LEASE. THAT YOU HAVE
PARTED WITH POSSESSION OF THE PUBLIC PREMISES TO M/S. K.M. DUTTA
& BROS. (DUTTA CABIN) WITHOUT HAVING ANY AUTHORITY UNDER LAW.
THAT YOU HAVE NO AUTHORITY UNDER LAW TO CONTINUE IN OCCUPATION
OF THE PUBLIC PREMISES AFTER EXPIRY OF THE PERIOD AS MENTIONED
IN THE NOTICE TO QUIT DATED 29.4.1998 AS SERVED UPON YOU BY THE
PORT AUTHORITY. THAT YOU ARE IN WRONGFUL OCCUPATION OF THE PUBLIC
PREMISES AND LIABLE TO PAY DAMAGES FOR UNAUTHORISED USE AND
OCCUPATION OF THE PORT PROPERTY IN QUESTION UPTO THE DATE OF
HANDING OVER OF CLEAR, VACANT AND UNENCUMBERED POSSESSION TO KoPT.
AN APPLICATION FROM KOLKATA PORT TRUST DATED 21.8.1998 IS ENCLOSED
WHICH ALSO FORMS A PART OF THE GROUND.

Shil

PLEASE SEE ON REVERSE

54 55

Now, therefore, in pursuance of Sub-Section (i) of section 4 of the public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby call upon you to show cause on or before 25.4.08 why such an order of eviction should not be made.

And in pursuance of Clause (b) (ii) of Sub-Section 2 of Section 4, I also call upon you to appear before me in person or through the duly authorised representative capable to answer all material questions connected with the matter along with the evidence which you intend to produce in support of the cause shown on 25.4.08 at 3-00 P.M. for personal hearing. In case you fail to appear on the said date and time, the case would be decided exparte.

SCHEDULE OF THE PUBLIC PREMISES REFERRED TO ABOVE

All that the piece and parcel of land msg. 35.12 sq.m. and land alongwith two goomties altogether msg. 25.55 sq.m. and one licence plot msg. 16.350 sq.m. or thereabouts are situated at Chandmari Ghat Terrace, Thana District and Regn. District Howrah. It is bounded on the north by the said Trustees' land used as bathing ghat for the general public on the south by the said Trustees' land as passage on the east by the said Trustees' brick built wall on the west by the Trustees' open land used as footpath. Trustees' means the Board of Trustees for the Port of Calcutta.



DATED 2.4.08

Signature

ESTATE OFFICER

SERVICE TO THE KOLKATA PORT TRUST THROUGH LAND MANAGER Ko.P.T / LABOUR ADVISER & INDUSTRIAL RELATIONS OFFICER, Ko.P.T. AT 15, STRAND ROAD, KOLKATA-700 001.

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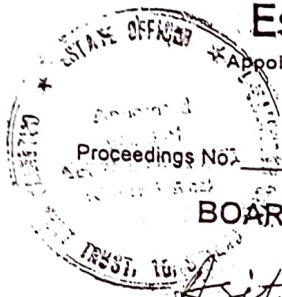
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Estate Officer, Kolkata Port Trust

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



Proceedings No. 640 of 2004 Order Sheet No. 27

BOARD OF TRUSTEES OF THE PORT OF KOLKATA
VS

Ajit Kumar Dutta & others

29
12.10.10



BY ORDER OF
ESTATE OFFICER
KOLKATA PORT TRUST

Head Assistant 19/10
Office of the Estate Officer
KOLKATA PORT TRUST

FINAL ORDER

Factual aspects of the case are briefly recapitulated in order to bring out the issues involved. 275 sq. feet of open space on the terrace of Chandmari Ghat, Thana: Howrah, District & Registration Dist: Howrah with two goomties were allotted to Babu Ambica Kumar Dutta, C/o Messrs. Dutta Brothers on 23.8.1934. on monthly term lease for running a shop. The Port Commissioners by their Resolution No.136 dated 22.2.1954 sanctioned licensing of 378 sq. ft. of space to the same party for use as a sitting place for customers for the adjoining restaurant. After demise of Ambica Kumar Dutta on 13.12.1954, the property was mutated in favour of his legal heirs Kishori Mohan Dutta (eldest son) and others w.e.f. 1.4.1955.

The above occupation was later comprised under occupation No. HL-25/1 and HL-25/3 described as two plots of land measuring about 25.55 sq.m. and 35.12 sq.m., respectively. Shri Kishori Mohan Dutta expired on 19.7.1969 and the leases continued in the name of the other legal heirs of Ambica Kumar Dutta whose names were confirmed through Police Authorities in 1955, 1965 and 1976. Sometime during

→ Dutta

56 59

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. 640 of 2004 Order Sheet No. 28

BOARD OF TRUSTEES OF THE PORT OF KOLKATA

VS

Asit Kumar Dutta & others

29
12.10.10

→ continuation of the said leases in favour of the legal heirs, a chajja encroachment of about 16.350 sq.m. under HL-25/3/1 was allotted to them on licence basis.

Notice to quit dated 29.4.1998 was served upon Shri Asit Kumar Dutta, Shri Ajay Kumar Dutta, Shri Arun Kumar Dutta, Shri Amiya Kumar Duta, Shri Avik Kumar Dutta (all sons of Late Ambika Coomar Dutta) and to Smt. Tripti Rani Dutta, wife of Late Kishori Mohan Dutta for herself and as natural guardian of her two daughters and one son viz. Smt. Saberi Dutta, Smt. Sahana Dutta and Shri Raja Dutta, as per statute to determine the tenancy under lease on the ground of failure to pay rent and taxes on and from July, 1983. It is the case of KoPT that occupation of the aforementioned plates by Asit Kumar Dutta & Others (OP herein) had become unauthorized after expiry of the period as mentioned in the notice to quit. Accordingly, KoPT filed an application dated 28.8.1998 seeking eviction of OP on the ground of default in payment of monthly rent. KoPT submitted that OP was in wrongful occupation of the public premises in question on and from 1st June 1998 and liable to be evicted. KoPT declined to consider

→ *Shanker*

Head Assistant 19/10

Office of the Estate Officer,
Kolkata

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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. 840 Of 2004 Order Sheet No. 29

BOARD OF TRUSTEES OF THE PORT OF KOLKATA

VS

Asit Kumar Dutta & Others

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Head of the Order/...
Kolkata

Head of the Order/...
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payments tendered by M/s. K.M. Dutta & Bros. (Dutta Cabin) and by M/s Kishori Mohan Dutta and Bros. as payments by recorded lessee stating that the said firms were separate legal entities and OPs had parted with possession under disguise. This Forum of Law examined the papers submitted by KoPT in connection with the application for eviction which also included letters from M/s. K.M. Dutta & Bros. (Dutta Cabin) confirming payment of rental dues by the said partnership firm which was set up during the life time of Asit Kumar Dutta in 1971. As per these documents Asit Kumar Dutta had died unmarried and the tenancy was thus continuing in the names of partners of the said firm who had deposited rent.

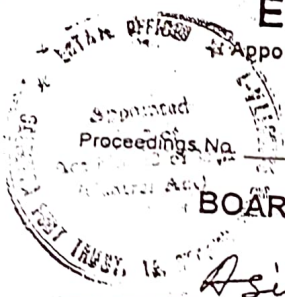
Brief factual aspects of the tenancy were ascertained on the basis of correspondence between KoPT and OP during 1934 to 2005 as original lease documents were not available. This Forum of Law formed its opinion to proceed against O.P. under the relevant provisions of the Act and issued Show Cause Notices u/s.4 of the Act (for order of eviction) and u/s.7 of the Act (for recovery of rental dues) both dated 2.4.2008.

→ *Shankar*

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members in the name and style of Kishori Mohan Dutta and Bros. also known and called as K.M. Dutta & Bros. To contradict the KoPT's allegation regarding "unauthorized parting with possession", it was asserted that Kishori Mohan Dutta and Bros. were carrying out their business in the public premises since long back with full knowledge of KoPT. It was contended on behalf of OP that Kishori Mohan Dutta and Bros. and M/s. K. M. Dutta & Bros. were the same firm and that rent deposited by Kishori Mohan Dutta and Bros as well as by M/s. K. M. Dutta & Bros. were accepted by KoPT for a considerably long period as confirmed through several rent receipts. It was submitted that a family business under a deed of partnership was formed after death of Asit Kumar Dutta and all the partners were legal heirs of Late Ambika Kumar Dutta, the original lessee and KoPT accepted rent from M/s. Kishori Mohan Dutta & Bros. (M/s. K. M. Dutta & Bros.), being aware of the formation of partnership firm amongst the family members. It was also submitted that Demand Drafts/Cheques tendered by M/s. K. M. Dutta & Bros. were returned by KoPT in 1999 on the ground that they were not tendered by recorded tenant. In course of

[Signature]

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hearing; Shri T.B.Roy, Advocate assured this Forum of Law on behalf of the legal heirs of the deceased/lessees to clear up KoPT's dues/charges in installments.

KoPT objected to the submissions/assertions of OP regarding acceptance of M/s. K.M. Dutta and Bros. as authorized tenant in place of legal heirs of original lessee and submitted that a partnership firm formed by the legal heirs cannot be considered as a successor of the original lessee.

Records of the case revealed that arrear rent were accepted by KoPT from M/s. K. M. Dutta & Bros. on several occasions from the year 1986 to 2004. OP failed to comply with the order of this Forum of Law for payment of Rs.2 lakhs to KoPT together with monthly bill for compensation, without prejudice to the rights and contentions of both the parties, to confirm its submission for clearing arrear dues towards occupation of the premises. In this connection OP's plea was that their restaurant business was temporarily closed by an order of the Pollution Control Board against which they had moved a petition in the Hon'ble High

→ *Sudha*

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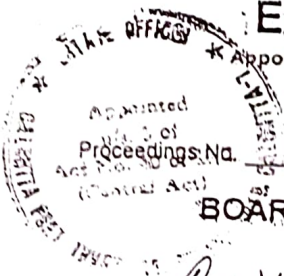
Order of
Estate Officer
Kolkata

Head Assistant 19/10
Office of the Estate Officer
KOLKATA PORT TRUST

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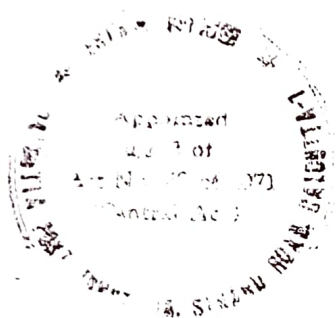


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→ Court, Calcutta and were hopeful of a favorable order after which business would commence and KoPT's dues paid.

The matter of recovery of possession of the public premises as prayed for on behalf of Port Authority acquired a new dimension with the aforementioned order of the West Bengal Pollution Control Board for enforcement of environmental laws on running of restaurant business of OP from the premises in question. Though this did not form a part of the original ground for eviction I could not ignore the above fact as it had an impact on continuance of the lease for running a shop/restaurant. I have duly considered the application of M/s. Kishori Mohan Dutta & Brothers dated 23.4.2009 regarding their inability to liquidate the arrears till the matter of reopening of the premises for any business/trade or profession is finalized after obtaining necessary permission from West Bengal Pollution Control Board as per order of the Division Bench of the Hon'ble Calcutta High Court dated 19.9.2008. I have also considered the reply to the Show Cause Notice and objections filed on behalf of OP and all the papers/documents as produced on behalf of KoPT in course of hearing. After

→ *Asit Kumar Dutta*

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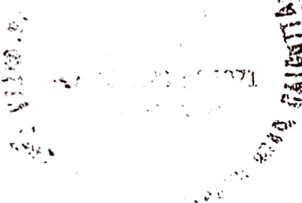
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→ considering all the materials and submissions/arguments made on behalf of the parties as brought before me in course of hearing the following issues have come up for adjudication:

1. Whether Show Cause Notice is invalid for not serving of the same to individual heirs whose names were mentioned in the notice.
2. Whether Show Cause Notice is invalid due to service of the same to the "dead persons".
3. Whether non-production of the lease deed and non-mentioning of the plate Nos. in the schedule of the notice/application are fatal for drawing up proceedings under this Act.
4. Whether acceptance of rent after service of ejectment notice dated 29.4.1998 amounts to waiver of the said notice.
5. Whether KoPT's allegation of non-payment of rental dues has any merit in the light of payment tendered by

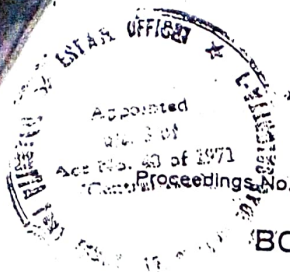
→ *Asit*

ORDER OF
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KOLKATA PORT TRUST

Chief Executive Officer
Kolkata

Head Assistant
Estate Officer
KOLKATA PORT TRUST

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Estate Officer, Kolkata Port Trust

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M/s. K.M. Dutta & Bros./ M/s. Kishori Mohan Dutta & Bros. and whether there has been any unauthorized parting with possession in favour of M/s. K.M. Dutta & Bros.

6. Whether O.Ps are in default in making payment of rental dues to KoPT.

7. Whether the ejectment notice dated 29.4.1998 as served upon OP could be considered as a valid and lawful termination of OP's tenancy under lease.

8. Whether OP is in wrongful occupation of the public premises after expiry of the period as mentioned in the said notice to quit dated 29.4.1998.

9. Whether appeal for alternative accommodation/arrangement in view of closure of hotel or restaurant business in question by order passed by the Hon'ble High Court, Calcutta and Pollution Control Board, West Bengal has got any merit in deciding

→ *Santhia*



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KOLKATA PORT TRUST

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→ any question before this Forum of Law.

With regard to the points raised on behalf of OP under issue Nos.1&2, I hold that notice to all person/s interested in the property under schedule was given through affixation of notice on the property as per provision under P.P. Act. As per report of the Process Server dated 7.4.2008, one Kanai Chatterjee on behalf of Asit Kumar Dutta & Brothers stood as witness for affixation of such notice on the property on 7.4.2008. In my view, the purpose of drawing attention of the persons interested in the property has been fulfilled as per mandatory provisions under the P. P. Act and there should be no doubt regarding effective service of notice to all concerned. Shri Anjan Kumar Dutta being the Constituted Attorney of Amiya Kumar Dutta, Saberi Dutta, Archita Dutta and Sahana Kar executed his Vakalatnama in favour of Shri Tarit Baran Roy, Advocate and also signed verification of the petition of objection/Show Cause Reply on 22.4.2008 as a partner of M/s. K. M. Dutta & Bros. In a situation where the partners of the firm M/s. K. M. Dutta & Bros are all the legal heirs of original allottee/lessee (Late Ambika Kumar

→ *Sahana*

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Dutta) and the matter is being represented by Shri Anjan Kumar Dutta as a partner of the said firm, I do not find any scope for considering the matter otherwise. In fact, it is futile to assert any question about maintainability of the proceedings on behalf of OP in the facts and circumstances of the case. Hence the issues raised by OP are not tenable.

Issue No.3 regarding non-production of lease deed and non-mentioning of plate nos./occupation no. as raised on behalf of OP, one must have to consider the scope for adjudication of the matter under statutory provision of P. P. Act. This Forum of Law formed its opinion to proceed against OP under the relevant provision of the Act. The grounds mentioned under the Show Cause Notice were subject to contravention by OP who had ample opportunity to demolish them by way of producing relevant papers/documents/arguments. The papers/documents as produced by the Port Authority in course of hearing as maintained in the official course of business of the Estate Department, KoPT has definite evidentiary value and presumption of law must go in favour of the Port Authority unless such

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→ presumption is contradicted by producing suitable material. As per record of KoPT, occupation No.HL-25/1 for land measuring 25.55 sq.m. and occupation No.HL-25/3 for land measuring 35.12 sq.m. were granted on monthly term lease by KoPT and occupation No.HL-25/3/1 for area measuring 16.350 sq.m. was granted on licence by the Port Authority for chhaja encroachment. As per law a monthly lease in respect of an immovable property in favour of anybody can be created without any registered lease deed and even by oral agreement if it is accompanied by delivery of possession. There is no question of denial in respect of possession/occupation of OP in the Port property in question. There is no scope for denial that grant of lease necessarily involves payment of rent to the lessor/KoPT etc. OP's occupation of the public premises as mentioned in the notice is a fact whatever the status of such occupation. The scope for adjudication is whether such occupation is "authorized" or not. The schedule to the notice clearly identifies the property with delimiting boundaries to specifically identify the said property. Further, the application of KoPT as attached to the Show Cause Notice u/s.4 of the Act dated 2.4.2008 clearly

→ *Shaban*

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mentions the plate nos. as HL-25/1, HL-25/3 and HL-25/3/1. So, non-mentioning of the plate nos./occupation nos. is not relevant. Hence the issue raised by OP is not tenable.

Regarding Issue No.4, I am of the view that acceptance of arrear rental dues after service of ejection notice cannot be termed as waiver of that ejection notice. To take this view I am fortified by decision of Allahabad High Court reported in AIR 1952 All 863 where it was held that if within the time fixed in the notice to quit, rent already due from the lessee for a period prior to the date on which he was to vacate, is accepted by the lessor, such acceptance does not amount to a waiver of notice to quit on the part of lessor/landlord. OP has not contended that rent bills have been issued after expiry of the notice period thereby recognizing OP as tenant in respect of the premises in question. The purpose of serving ejection notice or notice to quit is to determine the tenancy, declaring cessation of relationship as landlord and tenant. The materials produced before me particularly the photocopies of the rent receipts granted by the Port Authority for payments made so

→ *haller*

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KOLKATA PORT TRUST

far in respect of the premises in question leads me to the conclusion that KoPT had never consented to OP's occupation after expiry of the period as mentioned in the ejection notice dated 29.4.1998 and KoPT was accepting payments on account of arrear rental dues and not in respect of rent against current monthly rent bills or demand. In such a situation, OP's contention of waiver of ejection notice cannot be sustained. To consider the matter of waiver one must have to show that there was intention on the part of lessor/landlord (KoPT) to the continuance of OP's occupation in the Port property. In absence of such material the issue is decided against OPs

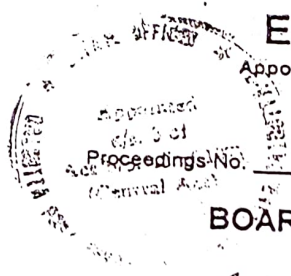
Issue Nos.5, 6 & 7 have been considered by me on the basis of all the documents made available by both sides. From KoPT's records, I find that North Port Police Station (NPPS) had submitted a report dated 8.2.1965 confirming the names of legal heirs of Ambika Coomar Dutta. The report also mentioned that the legal heirs were running a restaurant styled "Dutta Cabin". The long tenancy record also indicated payments made from time to time by M/s. Kishori Mohan Dutta & Bros. as also by M/s.

→ *Santhosh*

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→ K.M. Dutta & Bros., long before issue of ejection notice by KoPT. Some of these payments were kept in suspense account. A Partnership Deed of M/s. Kishori Mohan Dutta & Bros. shows the legal heirs of Ambika Kumar Dutta as partners. I find that KoPT was aware of operation of a restaurant named Dutta Cabin from the above premises at least after receipt of the police report dated 8.2.1965 if not earlier. The lease was originally granted to Babu Ambika Kumar Dutta, c/o Dutta Brothers in 1934 in connection with running a shop. Hence running of a shop/restaurant from the above premises with a name different from the name of the lessee was known to KoPT.

Payments tendered by M/s. Kishori Mohan Dutta & Bros. were kept in suspense account for reasons not placed before me. In the absence of any communication from KoPT to the recorded lessees regarding functioning of Dutta Cabin or M/s. Kishori Mohan Dutta & Bros. from the said premises being unauthorized, I am inclined to believe that the original individual lessee and/or his legal heirs were permitted to run their hotel/restaurant business from the premises in the name and style of Dutta Cabin/M/s.

→ *brotha*



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Estate Officer

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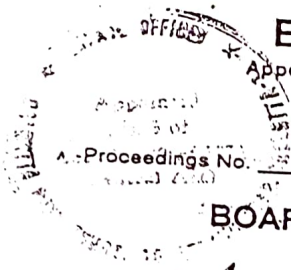
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Kishori Mohan Dutta & Bros. Abbreviated name of M/s. K.M. Dutta & Bros. was loosely used by the lessees in their letterhead. The Trade Licence of Howrah Municipal Corporation, tax payments, etc. were all in the name of M/s. Kishori Mohan Dutta and Bros. Hence, non-acceptance of rental payment by M/s. Kishori Mohan Dutta and Bros. or M/s. K.M. Dutta & Bros. by KoPT cannot be accepted as evidence of non-payment of dues by the authorized lessee. This is all the more relevant as the partners of the said firms are the legal heirs in whose favour KoPT had mutated the lease. It cannot be accepted that the large number of legal heirs in whose favour mutation was done by KoPT could run a business without adopting a separate business name which in the instant case was M/s. Kishori Mohan Dutta & Bros. In the above scenario, the allegation of KoPT brought out in the course of the proceedings that the lessees had parted with possession is not established.

In respect of the issue of default in payment of rental dues before issue of ejection notice by KoPT on 29.4.1998, there has been no denial by OP who has submitted evidence of payment of outstanding after the

→ Miller

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→ ejection notice along with details of some payments returned by KoPT on the ground of the same being tendered by third party. In the course of hearing OP agreed to clear the dues on commencing business after obtaining relief from the High Court in respect of the order of the Pollution Control Board of W. Bengal. Records show that there was erratic payment and default on the part of the reorded lessee/ M/s. Kishori Mohan Dutta & Bros./M/s. K.M. Dutta & Bros. in timely payment of rental dues. This is also confirmed by annexure to OP's written submission filed on 24.6.08 and statement of dues handed over by KoPT to OP on 31.10.2008 during the course of the hearing. Anjan Kumar Dutta by his verified application as filed on 9.1.2009 clearly admitted the position with regard to non-payment of rental dues to KoPT for the period July 1983 to May 1998 against the claim of Rs.7,29,969.87. I do not find any scope to adjudicate the matter of non-payment of rent as claimed by the Port Authority against OP. Hence, validity and legality of serving ejection notice by Port Authority, demanding possession from OP cannot be challenged. The issues of default in payment

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of rental dues and service of ejection notice are accordingly decided against OP.

Regarding issue no. 8 of wrongful occupation, it is my considered view that "possession" and "authorized occupation" are not same and have different meaning in deciding any question of law. One may be in possession of the public premises but that does not mean that one is in authorized occupation in respect of that public premises. I have not been shown any record or argument to take the view that KoPT had intention to recognize the occupants as authorised lessee after determination of tenancy by service of ejection notice on 29.4.1998. The properties of the Port Trust are under the purview of "public premises" as defined under the Act. Now the question arises how a person becomes unauthorized occupant into such public premises. As per Section 2 (g) of the Act the "unauthorized occupation", in relation to any public premises, means the occupation by 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

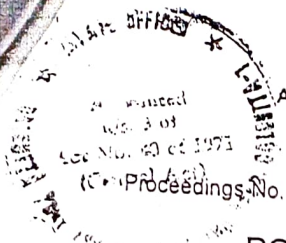
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Pastor
Kolkata

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→ *Shelton*

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Estate Officer, Kolkata Port Trust

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

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DEPUTY CHIEF OFFICER
KOLKATA PORT TRUST

Head of the Order,
Kolkata

Head Assistant 19/10
Kolkata

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of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever. As per Transfer of Property Act, a lease of immovable property determines either by efflux of time limited thereby or by implied surrender or on expiration of notice to determine the lease or to quit or of intention to quit, the property leased, duly given by one party to another. As per Indian Easement Act, Port Authority as licensor/landlord can revoke the licence granted in respect of property under licence. The Port Authority by service of notice dated 29.4.1998 had intended to determine the tenancy of OP under monthly term lease and licence in question and did not recognize OP as tenant by way of not issuing rent demand after expiry of the period as mentioned in the said notice of ejection. As such, I have no bar to accept KoPT's contention regarding determination of tenancy by due service of ejection notice as aforesaid on evaluation of the facts and circumstances of the case. "Damages" are like "mesne profit" that is the profit arising out of wrongful use and occupation of the property in question. I have no hesitation in mind to say that after expiry of the period as mentioned in the said notice

→ *Sharma*

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Estate Officer, Kolkata Port Trust

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of ejection, OP has lost its authority to occupy the public premises and is liable to pay damages for such unauthorized use and occupation. To come to such conclusion, I am fortified by the decision/observation of the Hon'ble Supreme Court in Civil Appeal No.7988 of 2004, decided on 10th December 2004, reported (2005)1 SCC 705, para-11 of the said judgement reads as follows:

Para:11-“ under the general law, and in cases where the tenancy is governed only by the provisions of the Transfer of Property Act 1882, once the tenancy comes to an end by determination of lease u/s.111 of the Transfer of Property Act, the right of the tenant to continue in possession of the premises comes to an end and for any period thereafter, for which he continues to occupy the premises, he becomes liable to pay damages for use and occupation at the rate at which the landlord would have let out the premises on being vacated by the tenant.

.....”

Undoubtedly, the tenancy under lease is governed by the provisions of the Transfer of Property Act 1882 and there is no scope for denial of the same and a licensee cannot

Sharma

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→ claim any interest over the property in question after revocation of licence as granted by the Port Authority for HL-25/3/1.

It is contended that KoPT's intention to get back possession is evident from the conduct of the Port Authority and OP cannot claim its occupation as "authorized" without receiving any rent demand note. The question of "Holding Over" cannot arise in the instant case as the Port Authority never consented to the occupation of OP. In the instant case, the monthly term leases were doubtlessly determined by the landlord (KoPT) by a notice u/s.106 of the Act, whose validity for the purpose of deciding the question of law has not been questioned by OP and as per law OP cannot question KoPT's authority for service of notice for revocation of licence in respect of the property in question. Therefore, there can be no doubt that the OP was in unauthorized occupation of the premises, once the leases were determined and licence was revoked by KoPT. In my opinion, institution of these proceedings against OP is sufficient to express KoPT's absence of intention to recognize OP as tenant under monthly term leases and licence.

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VS

Asit Kumar Sutta & others

29

12.10.10



In the instant case there was no consent on the part of the Port Authority either by way of accepting rent from O.P. or by any other mode, expressing the assent for continuance in such occupation after expiry of the period as mentioned in the notice to vacate the premises. The Port Authority has a definite legitimate claim to get its revenue involved as per the KoPT's Schedule of Rent Charges for the relevant period and O.P. cannot claim continuance of its occupation without making payment of requisite charges as mentioned in the Schedule of Rent Charges. To take this view, I am fortified by the Apex Court judgement report in JT 2006 (4) Sc 277 (Sarup Singh Gupta -vs- Jagdish Singh & Ors.) wherein it has been clearly observed that in the event of termination of lease the practice followed by Courts is to permit landlord to receive each month by way of compensation for use and occupation of the premises, an amount equal to the monthly rent payable by the tenant. In course of hearing, it was submitted on behalf of KoPT that the charges claimed on account of damages was on the basis of the KoPT's Schedule of Rent Charges as applicable for all the tenants/occupiers of the premises in a similarly placed situation and such Schedule

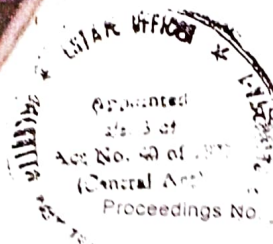
Sutta

BY *[Signature]*
12.10.10

Office of the
Pastor
Kolkata

[Signature] 19/10
Office of the Lt. Estate Officer
KOLKATA PORT TRUST

76 77



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. 640 of 2004 Order Sheet No. 49

BOARD OF TRUSTEES OF THE PORT OF KOLKATA
VS

Asit Kumar Saha & others

29

12.10.10



Order
Kolkata

Head Assistant
Estate Officer

of Rent Charges is notified rates of charges under provisions of the Major Port Trusts Act 1963. In my view, such claim of charges for damages by KoPT is based on sound reasoning and should be acceptable by this Forum of Law. As per law, when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract to be likely to result from the breach of it. Moreover, as per law OP is bound to deliver up vacant and peaceful possession of the public premises to KoPT after expiry of the period as mentioned in the notice to Quit in its original condition. As such, the issues are decided in favour of Kolkata Port Trust. I have no hesitation to observe that OP's act in continuing occupation is unauthorized and OP is liable to pay damages for unauthorized use and occupation of the Port property in question upto the date of delivering vacant, unencumbered and peaceful possession to KoPT.

→ *Saha*

79 78

Estate Officer, Kolkata Port Trust

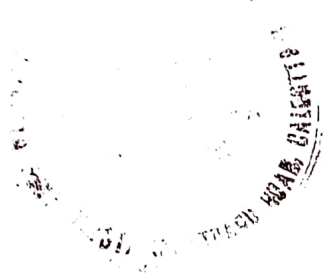
Appointed by the Central Govt. Under Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act 1971

Proceedings No. 640 of 2004 Order Sheet No. 50

BOARD OF TRUSTEES OF THE PORT OF KOLKATA
VS

Asit Kumar Dutta & Others

29
12.10.10



→

With this observation, I must reiterate that the ejection notice, demanding possession from OP as stated above has been validly served upon OP in the facts and circumstances of the case and such notice is valid, lawful and binding upon the parties. In fact I have no hesitation in my mind to declare OP's occupation as "wrongful occupation". In view of the discussions above, the issue is decided in favour of KoPT.

In respect of issue no. 9 I observe that this Forum of Law is required to adjudicate the matters within the ambit of the P.P. Act. I have no ground to consider the prayer of OP for alternative accommodation/arrangement in view of closure of business by order of the Hon'ble High Court, Calcutta and Pollution Control Board, West Bengal. In fact, I have no jurisdiction under P. P. Act to consider any matter for allotment of any property to anybody. As such, I have nothing to do with regard to Issue No.9 as propounded by OP.

Now therefore, in view of the discussion above, I am left with no other alternative but to issue order of eviction u/s.5 of the Act against OP for the following reasons/grounds:

Asit

BY ORDER OF
THE ESTATE OFFICER
KOLKATA PORT TRUST

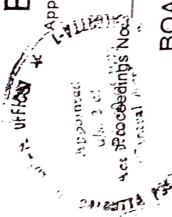
Head Assistant
Office of the Estate Officer
Kolkata

km
Head Assistant 19/10
Office of the Estate Officer
KOLKATA PORT TRUST

78 79

Estate Officer, Kolkata Port Trust

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



640 of 2004 Order Sheet No. 51

BOARD OF TRUSTEES OF THE PORT OF KOLKATA VS

Asit Kumar Saha & Others



29
12.10.10



Head of the Office,
Kolkata Port Trust,
Kolkata.

Head of the Office,
Kolkata Port Trust,
Kolkata.

1. That the purpose of issuing Show Cause Notice u/s.4 of the Act has duly been fulfilled by way of affixation of such notice on the property as per mandatory provision of the P.P. Act.
2. That the plea of serving notice to "dead person" in declaring the Show Cause Notice invalid is not sustainable as legal heirs of the allottees in respect of the property in question were notified by affixation of the notice on the premises and were duly represented by their Advocates through their Constituted Attorney during the proceedings.
3. That the ejectment notice, demanding possession from OP dated 29.4.1998 is valid/lawful in the facts and circumstances of the case as KoPT never consented to OP's occupation after expiry of the period as mentioned in the said notice of ejectment.
4. That OP has admitted its default in making timely payment of rental dues to KoPT and as such, validity of serving ejectment notice and notice

Saha

79 80

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. 640 of 2004 Order Sheet No. 52

BOARD OF TRUSTEES OF THE PORT OF KOLKATA
VS

Asit Kumar Dutta & Others

29
12.10.10



BY ORDER OF
THE ESTATE OFFICER
KOLKATA PORT TRUST

Filed in the Order/s
Passed by the Estate Officer
Kolkata

Head Assistant 19/10
Office of the Estate Officer
KOLKATA PORT TRUST

→

for revocation of licence cannot be challenged by OP.

5. That OP has failed to bear any witness or adduce any evidence in support of its occupation as "authorized occupation".
6. That the ejection notice dated 29.4.1998 as served upon OP is valid, lawful and binding upon the parties.
7. That OP's occupation is unauthorized in view of Sec.2(g) of the P.P Act.
8. That OP has lost its authority to occupy the public premises after expiry of the period as mentioned in the said notice of ejection dated 29.4.1998 and as such OP is in wrongful occupation of the public premises and liable to pay damages for unauthorized use and occupation of the Port property in question upto the date of handing over of clear, vacant and unencumbered possession to KoPT.
9. That OP is not in a position to carry out the business of running a restaurant from the premises in view of order of the West Bengal Pollution

→ *Sharma*

80 81

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.

640

of

2104

Order Sheet No.

53

BOARD OF TRUSTEES OF THE PORT OF KOLKATA

Ashif Kuman ^{VS} Dutta & Others29
12.10.2010→
Control Board, duly upheld by the
Hon'ble High Court Calcutta.

ACCORDINGLY, Department is directed to draw up formal order of eviction u/s.5 of the Act as per Rules made thereunder, giving 15 days time to OP to vacate the premises.

It is made clear that any person/s whoever may be in occupation are directed to vacate the premises in terms of the order u/s.5 of the Act. I make it clear that all person/s whoever may be in occupation are liable to be evicted by this order and the Port Authority is entitled to claim damages for unauthorized use and occupation of the property against OP in accordance with law up to the date of recovery of possession of the same.

KoPT is directed to submit a report regarding its claim on account of account of rental dues, if any, after taking into consideration the payments tendered by M/s. Kishori Mohan Dutta & Bros. and by M/s. K.M. Dutta and Bros., kept in suspense account. Similarly, interest due on rent, if any, may be worked out by taking into account the payments tendered by the said

→
Sharma

Kolkata Port Trust

Order
Officer
KolkataHead Ass. Secy 19/10
Case Office

82

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. 640 of 2004 Order Sheet No. 54

BOARD OF TRUSTEES OF THE PORT OF KOLKATA

Asmit Kumar ^{VS} Dutta & Bros ~~others~~

29.

12.10.2010

→ partnership firm by way of cheque/DD which were returned to OP.

KoPT is also directed to submit a report regarding its claim on account of damages up to the date of recovery of possession against OP, indicating therein the details of the computation of such damages with the rate of charges so claimed for the respective period along with amount and dates of tendering payment by OP (which also includes payment by M/s. Kishori Mohan Dutta & Bros. and M/s. K. M. Dutta & Bros.) for my consideration in order to assess the damages as per the Act and the Rules made thereunder. All concerned are directed to act accordingly.

GIVEN UNDER MY HAND AND SEAL

S. Pradhan

(S. PRADHAN)
ESTATE OFFICER.

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

BY ORDER OF
THE ESTATE OFFICER
KOLKATA PORT TRUST

Certified to be a true and correct copy
Passed in the Board
Kolkata

Head Assistant 19/10
Office of the Estate Officer
KOLKATA PORT TRUST

82 83

404
Pankaj

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 Unauthorised Occupants) Act 1971

OFFICE OF THE ESTATE OFFICER
15, STRAND ROAD (4TH FLOOR) KOLKATA-700 001

Court Room At the 2nd Floor
of Kolkata Port Trust's
Head Office, Old Buildings
15, Strand Road, Kolkata-700 001

REASONED ORDER NO. 29 OF 12.10.10
PROCEEDINGS NO. 640 OF 2004

BOARD OF TRUSTEES OF THE PORT OF KOLKATA

- Vs -
SHRI ASHUT KUMAR DUTTA & ORS.

FORM " B "

**ORDER UNDER SUB-SECTION (1) OF SECTION 5 OF THE PUBLIC PREMISES
(EVICTION OF UNAUTHORISED OCCUPANTS) ACT, 1971**

WHEREAS, I, the undersigned, am satisfied, for the reasons recorded below
that Shri / Smt. / Km / M/s. Shri Anjan Kumar Dutta of 69/11, Baraipara Lane
Dunlop, Kol-35 for self and on behalf of legal heirs of Late Ambica
Kumar Dutta as constituted Attorney and any body interested into the
leasehold property of Late Ambica Kumar Dutta, 4/3, Chandnari Ghat
Howrah, commonly known as " Dutta Cabin "(Opposite Howrah Railway
Station)

is / are in unauthorised occupation of the Public Premises specified in the Schedule below :

R E A S O N S

THAT THE PURPOSE OF ISSUING SHOW CAUSE NOTICE U/S. 4 OF THE ACT HAS DULY BEEN FULFILLED BY WAY OF AFFIXATION OF SUCH NOTICE ON THE PROPERTY AS PER MANDATORY PROVISION OF THE P.P.ACT. THAT THE PLEA OF SERVING NOTICE TO "DEAD PERSON" IN DECLARING THE SHOW CAUSE NOTICE INVALID IS NOT SUSTAINABLE AS LEGAL HEIRS OF THE ALLOTTEES IN RESPECT OF THE PROPERTY IN QUESTION WERE NOTIFIED BY AFFIXATION OF THE NOTICE ON THE PREMISES AND WERE DULY REPRESENTED BY THEIR ADVOCATES THROUGH THEIR CONSTITUTED ATTORNEY DURING THE PROCEEDINGS. THAT THE EJECTMENT NOTICE, DEMANDING POSSESSION FROM YOURSELVES DATED 29.4.1998 IS VALID/LAWFUL IN THE FACTS AND CIRCUMSTANCES OF THE CASE AS KOPT NEVER CONSENTED TO YOUR OCCUPATION AFTER EXPIRY OF THE PERIOD AS MENTIONED IN THE SAID NOTICE OF EJECTMENT. THAT YOU HAVE ADMITTED YOUR DEFAULT IN MAKING TIMELY PAYMENT OF RENTAL DUES TO KOPT AND AS SUCH, VALIDITY OF SERVING EJECTMENT NOTICE AND NOTICE FOR REVOCATION OF LICENCE CANNOT BE CHALLENGED BY O.P. THAT YOU HAVE FAILED TO BEAR ANY WITNESS OR ADDUCE ANY EVIDENCE IN SUPPORT OF YOUR OCCUPATION AS " AUTHORISED OCCUPATION". THAT THE EJECTMENT NOTICE DATED 29.4.1998 AS SERVED UPON YOU IS VALID, LAWFUL AND BINDING UPON THE PARTIES. THAT YOUR OCCUPATION IS UNAUTHORISED IN VIEW OF SEC.2(g) OF THE P.P.ACT. THAT YOU HAVE LOST YOUR AUTHORITY TO OCCUPY THE PUBLIC PREMISES AFTER EXPIRY OF THE PERIOD AS MENTIONED IN THE SAID NOTICE OF EJECTMENT DATED 29.4.1998 AND AS SUCH YOU ARE IN WRONGFUL OCCUPATION OF THE PUBLIC PREMISES AND LIABLE TO PAY DAMAGES FOR UNAUTHORISED USE AND OCCUPATION OF THE PORT PROPERTY IN QUESTION UPTO THE DATE OF HANDING OVER OF CLEAR, VACANT AND UNENCUMBERED POSSESSION TO KOPT. THAT YOU ARE NOT IN A POSITION TO CARRY OUT THE BUSINESS OF RUNNING A RESTAURANT/HOTEL FROM THE PREMISES IN VIEW OF ORDER OF THE WEST BENGAL POLLUTION CONTROL BOARD, DULY UPHELD BY THE HON'BLE HIGH COURT CALCUTTA. A CERTIFIED COPY OF THE ORDER DATED 12.10.2010 IS ATTACHED HERETO WHICH IS ALSO A PART OF THE REASONS.

PLEASE SEE ON REVERSE

Malha

NOW, THEREFORE, in exercise of the powers conferred on me under Sub-Section (1) of Section 5 of the Public Premises (Eviction of Unauthorised Occupants) Act 1971, I hereby order the said Shri / Smt. / Km / M/s. Shri Anjan Kumar Dutta of 69/11, Baruipara Lane, Dunlop, Kol-35 for self and on behalf of legal heirs of Late Ambica Kumar Dutta as constituted Attorney AND any body interested into the leasehold property of Late Ambica Kumar Dutta, 4/3, Chandmari Ghat Howrah commonly known as "Dutta Cabin" (Opposite Howrah Railway Station)

and all person 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 said Shri / Smt / Km. / M/s. Shri Anjan Kumar Dutta of 69/11, Baruipara Lane, Dunlop Kol-35 for self and on behalf of legal heirs of Late Ambica Kumar Dutta as constituted Attorney AND any body interested into the lease hold property of Late Ambica Kumar Dutta, 4/3, Chandmari Ghat Howrah commonly known as "Dutta Cabin" (Opposite Howrah Railway Station)

and all other persons concerned are liable to be evicted from the said premises, if need be, by the use of such force as may be necessary.

SCHEDULE

All that the piece and parcel of land, msg. 35.12 sq.m. and land alongwith two goomties altogether msg. 25.55 sq.m. and one licence plot msg. 16.350 sq.m. or thereabouts are situated at Chandmari Ghat Terrace, Thana-Howrah, District and Regn. District Howrah. It is bounded on the north by the said Trustees' land used as bathing ghat for the general public on the south by the said Trustees' land as passage on the east by the said Trustees' brick built wall on the west by the Trustees' open land used as footpath. Trustees' means the Board of Trustees for the Port of Kolkata.



Dated: 18/10/10

Sulhan
Signature & Seal of the
Estate Officer.

COPY FORWARDED TO THE LAND MANAGER, KOLKATA PORT TRUST / LABOUR ADVISER & INDUSTRIAL RELATIONS OFFICER / LEGAL ADVISER KOLKATA PORT TRUST FOR INFORMATION

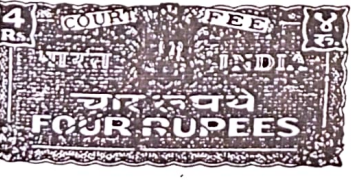
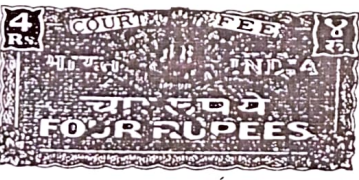
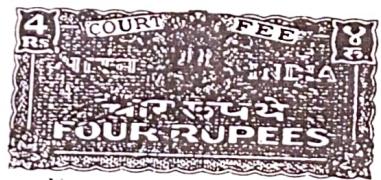
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7746
03/2/11

IN THE COURT OF THE DISTRICT JUDGE AT MURSHIDABAD
MUSCA- 291 of 2010

ANJAN KUMAR DUTTA → APPLICANT
v/s
BOARD OF TRUSTEES → RESPONDENT



32
5.2.11



7-746

Handwritten signature

85 86

Form No. 3706.
In No. (1) 11.

FORM OF ORDER SHEET

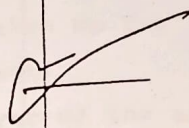
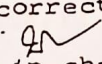

DISTRICT
COURT OF
Present :-

SUIT / CASE No.

District Judge
Lr.
versus

OF

X746
2. Slet's
31.11.10

Serial number.	Date of Order or Proceeding.	Order or other Proceeding	Signature of Court.	Office action taken on order with date and dated signature of pleaders or parties when necessary.
1	2	3	4	5
1	9.10.10	<p>Misc Appeal - 291/10</p> <p>Order dated 9.10.10 issued to the Station Officer, Kolkata Port Trust. Re: 24-11-10</p>		<p>Caveat No. 572/10</p>
02	24.11.10	<p>Admission matter is taken up for hearing. Having heard the ld. Advocate for the appellant and in consideration of the grounds made out in the memo. of appeal together with the impugned order there appears prima facie grounds in admission of the appeal. Accordingly, the Misc. appeal is admitted. xxx The ld. Advocate for the caveator/respdt. is present. Fix 24.1.11 for hearing the stay matter in presence of both sides. Written objection, if any, to be filed in the meantime.</p> <p>Dictated & corrected.  D.J. in-charge</p>		<p>District Judge in-charge, 5th ADJ, Howrah.</p>



7-746
3/2/11
m/cc

86 87

No. of Order or Proceeding.	Order or other Proceeding.	Signature of Court.	Office action taken on order, when it is dated, nature of plea, when made.
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24.1.11. Appellant files hajira. An adjournment petition is filed on behalf of the respondent praying for further date for hearing regarding the stay matter. To 1.2.11 for hearing regarding the stay matter.

Dictated & Corrected by me.



 D.J. District Judge, Howrah.

04


1.2.11

Both parties file hajira. The respdt. has filed a written objection against the stay petition filed by the appellant. The appellant has filed some documents and let it be kept with the record. The case is now taken up for hearing of the stay petition filed by the appellant.

It is submitted by the ld. lawyer of the appellant that being aggrieved and dissatisfied with the order of the Estate Officer, Calcutta port Trust the appellant has filed this appeal. He further submits that the ~~state~~ Estate Officer passed the judgement against a dead person and accordingly order passed is a nullity. He further submits that if no stay order is passed the purpose of filing the appeal will be frustrated.

ld. lawyer for the respdt. submits that the decretal dues is Rs. 7,29,969.87 and the respdt. has got no objection against the stay order if the appellant deposits 50% of the dues amount. In support of his contention he referred an unreported case law of Hon'ble High Court, Calcutta wherein the Hon'ble Court held that in so far as the arrears are concerned the appellant will pay 50% of the arrears without prejudice to the rights and contentions in the appeal.

Having heard the submission of ld. lawyers of both sides and relying on the observation of the Hon'ble High Court let the operation of the impugned ~~order~~ passed by the

X-346
 3.2.11


~~87~~ 88

Misc. Appeal - 2911/10

Estate officer be stayed on condition that the appellant will deposit 50% of the due amount within one month from this date, failing which the stay order as aforesaid shall stand vacated.

It appears that LCR has not been called for. Call for the LCR. Fix 25.3.11 for LCR.

Dictated & corrected.

District Judge, Howrah.

D.J.

Call for
seen
No 18)
A-2-2-11

A-346
3-2-11
5/11

BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL EASTERN ZONE
BENCH, KOLKATA

ORIGINAL APPLICATION NO.
104/2023/EZ



In The Matter of:

Subhas Datta

... Applicant

Versus

State of west Bengal & Ors.

... Respondents

COUNTER AFFIDAVIT ON BEHALF
OF THE RESPONDENT NUMBER 11,
M/S KISHORI MOHAN DUTTA &
BROS. (DUTTA CABIN).

Filed by

MALABIKA ROY DE

Advocate

For The Applicant

Email: mrdey@rediffmail.com

(M): 9051634204