

BEFORE THE NATIONAL GREEN TRIBUNAL WESTERN
ZONE AT PUNE

Appeal No. 164/2024 (WZ)

SUNIL MANDREKAR & ORS

...APPELLANTS

Vs.

GOA COASTAL ZONE MANAGEMENT
AUTHORITY AND ORS

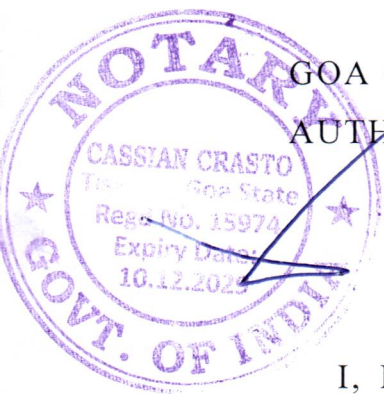
...RESPONDENTS

AFFIDAVIT IN REJOINER

I, **MR. SUNIL MANDREKAR**, Son of Shivaji Mandrekar, 53 years of age, Indian National, R/o H. No. 392, Digi Wada, Narve, Bicholim – Goa 403721, the Appellant No.1 above named, do hereby on solemn affirmation state and submit as under:

1. I say that I am in receipt of the Affidavit in Reply dated 17.06.2025 filed by Respondent No. 1 herein. In response to the same, I seek to file the present rejoinder. I dispute and deny the contents of the reply dated 17.06.2025 which are contrary to the case set out by me. Anything

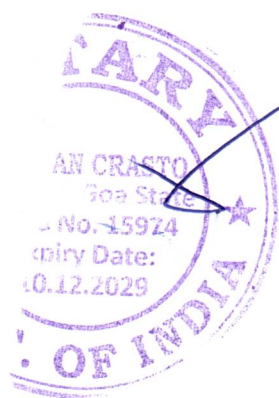
(Handwritten signature)



that is not specifically denied shall not be deemed to be admitted.

2. I say that the officers of Respondent No. 1 visited the subject property, however, no notice of site inspection was given to the Appellant Nos. 1 and/or 2, who are the interested parties. In fact, neither Appellant No. 1 (owner of the subject property) nor Appellant No. 2 (operator of the bar and restaurant) was present for the site inspection. The site inspection conducted in the absence of the interested parties viz. Appellant Nos. 1 and/or 2 stands vitiated and cannot be relied upon.

3. It is reiterated that Appellant No. 3 was merely present in the vicinity since he is also a resident of the village. However, Appellant No. 3 did not participate in the site inspection since he was not aware of what exactly was happening. Upon inquiry, the Appellant No. 3 informed the officials that the said property belonged to his family. It was in these circumstances that the Appellant No. 3 was dragged in the present dispute. Appellant no. 3 does not have any right, title or interest in the subject



Shadul

property. Therefore, the question of addressing the show cause notice to Appellant No. 3 and/or demanding the Appellant No. 3 to produce any documents, does not arise.

4. I say that Appellant No. 3 filed a reply wherein it is stated as below. The Respondent No. 1 has not taken into consideration the said reply and has proceeded to issue the demolition order. The relevant contents of the reply read as under:

“(2)...Also please note that the village Bar and restaurant quoted in your notice I do not have any connection with the same also note that the said Village Bar and Restaurant is owned by Soyarabai Shivaji Mandrekar and which is existing there prior to the liberation of Goa and therefore I do not have any connection with the same.

(3) As far of as village the survey number which you have quoted i.e. survey no. Narva of Taluka Bicholim Mandrekar and is owned by Sunil Shivaji knowledge you are quite aware of the same and as per my there is no new construction as alleged by you.”



S. J. J.

5. I say that Appellant No. 3 has categorically stated that he has no connection with either the survey no. 48/21 or the Village Bar & Restaurant. Disassociating from the land as well as the structure for not having any right, title or interest cannot be alleged as an "afterthought" to foist responsibility on Appellant No. 3. Be that as it may, the decision in the meeting was communicated only by way of demolition order. Any such decision is not made available to the public at the time of the meeting. Therefore, the question of any "afterthought" on the part of Appellant No.3 after the date of hearing does not arise.



6. Insofar as the allegation of obstruction to the vehicular traffic is concerned, the Appellants seek to rely upon the site inspection report which is annexed at page 83 of the appeal and reads as follows: "*It was observed during the inspection that the Shop/ house cause no hindrance to the flow of vehicular traffic in the said area.*"

7. I say that the property bearing survey number 48/21 of village Naroa originally belonged to the Salkar Family. The said family had permitted my late father to construct

S. S. Salkar

a beedi shop. The landed property was not transferred in favour of my late father. The same was purchased by me vide Deed of Sale dated 08.03.2011. Hence, I am the exclusive owner of the said property which is a self-acquired asset. The same has not been inherited by me or other Appellants. The permissions to operate the bar and restaurant were in the name of the late Shivaji Mandrekar upon whose death the same came to be transferred in favour of his widow i.e. the Appellant No. 2. Annexed hereto and marked as Annexure A is the copy of the Deed of Sale dated 08.03.2011.

8. I say that in light of the above, the existence of the structure since prior to 1991 stands established. The Demolition Order is liable to be quashed and set aside.
9. I say that the contents of the aforesaid paras 1, 2pt, 3pt, 4, 5pt, 6 and 7 of this affidavit are true to my own knowledge and/or based on records; and the contents of paras 2pt, 3pt, 5pt and 8 are based on legal submission which I believe to be true.



Solemnly affirmed at Panaji, Goa

On this 24th day of July 2025

[Handwritten Signature]

DEPONENT



Solemnly affirmed before me by
Sanil Nadrekar

Reg. No: *1622* Date: *24/7/25*
known/Identified to me by

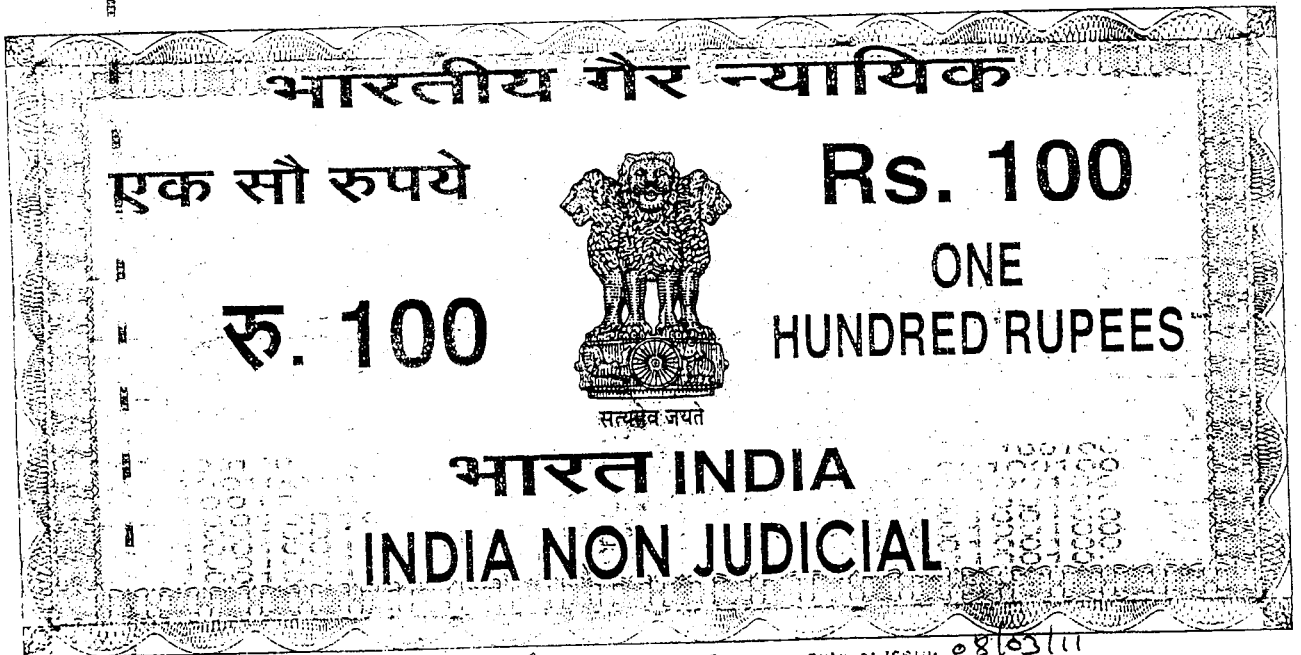
[Handwritten Signature]

CASSIAN ERASTO
Advocate & Notary
(Govt of India)
Panaji, Tiswadi, Goa



Annexure A

TRUE COPY



गोवा GOA

2960000 of value exceeding date of issue... 08/03/11

250765

100/-
 Sunil Mandrekar
 Narva
 Signature of Notary Public

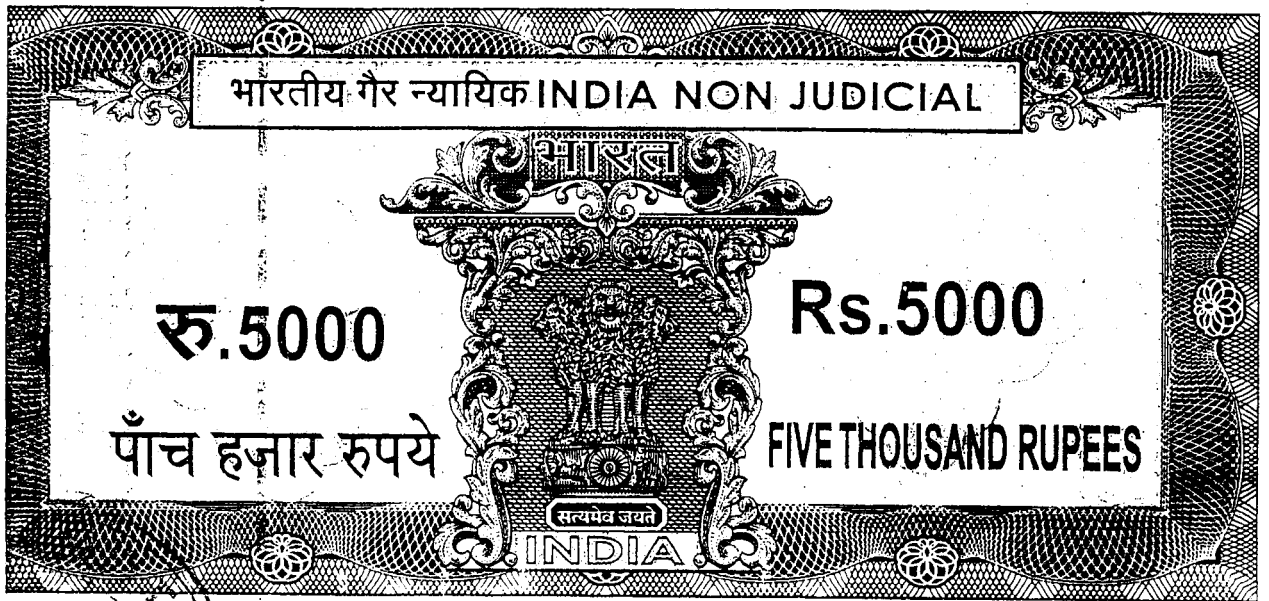
262 / 2011
 Presented at the Office of the
 sub-Registrar of Bicholim
 between the hours 10=00
 10.15 on 8-3-2011

Registration 6200 = 00
 Copying (Folios) 40 60 = 00
 Copying endorsements 10 = 00
 Total Rs. 6270 = 00

Handwritten signature
 SUB-REGISTRAR
 BICHOLIM

Handwritten signature
 SUB-REGISTRAR
 BICHOLIM

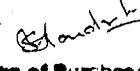
DEED OF SALE
 Sunil Mahabir Solkar
Handwritten signature



GOA

Date 2.3.2011 Sr. No. 6407 Value Rs. 5000/- 058210
 Name of Purchaser Sunil S. Mandrekar
 Resident of Naxaa Bicholim
 Place of Vendor Panaji
 Licence No. ACIST/VEN/182/2003

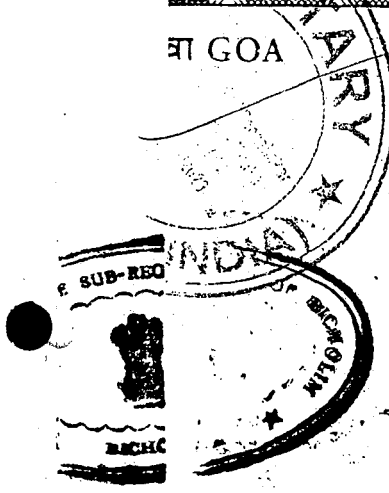

 Sign. of Vendor


 Sign of Purchaser

DEED OF SALE

Savit Mahadev Salga





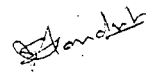


वा GOA

Date 2.3.2011 Sr. No. 6408 Value Rs. 1000/-
 Name of Purchaser Sunil S. Mandrekar
 Resident of Narora Bicholim
 Place of Vendor Panaji
 Licence No. ACISTP/VEN/102/2005

176423

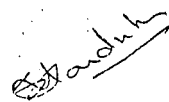

 Sign of Vendor

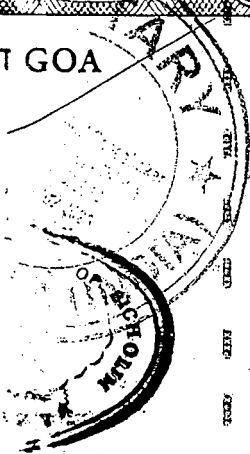

 Sign of Purchaser

- 2 -

THIS DEED OF SALE is made at Bicholim, Goa, on this 8th day of March, 2011;

Sunil Makodev Salga







गोवा, GOA

Date 2.3.2011 Sr. No. 6409 Value Rs. 100/-
 Name of Purchaser Sunil S. Mandrekar
 Resident of Narva, Bicholim
 Place of Vendor Panaji
 Licence No. AC/STP/VEN/102/2003

243684

Sign. of Vendor

Sign of Purchaser

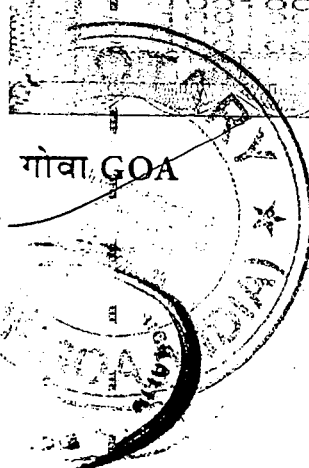
- 3 -

BETWEEN:-

Mr. SUNIL MAHADEO SALCAR alias Mr. SUNIL

Sunil Mahadev Salcar

(Signature)



- 4 -

MAHADEO SALKAR alias Mr. SUNIL MAHADEV SALKAR, son of Mahadeo Salkar, aged 60 years, bachelor, Engineer, Indian National, residing at H.No. 272, Bordem, Bicholim, Goa, hereinafter called as " THE VENDOR "(which expression shall unless repugnant to the context or meaning thereof be deem to include his heirs, executors, legal representatives, successors, administrators and assigns) of the ONE PART;

A N D

Mr. SUNIL SHIVAJI MANDREKAR, son of Shivaji K. Mandrekar, aged 39 years, married, service, Indian National, residing at Digywada, Narva, Bicholim, Goa, hereinafter called " THE PURCHASER " (Which expression shall unless repugnant to the context or meaning thereof be deem to include his heirs, executors, legal representatives, successors, administrators and assigns) of the OTHER PART;

WHEREAS there exists a property known as " CANTORLA " also known as " TARIVORIL CONTORLA ", situated at Village Naroa, within the panchayat limits of Naroa, Taluka and Registration Sub-District of Bicholim, North Goa District, State of Goa, described in the Land Registration Office of Bicholim under No. 1617 of both Book No. B-14 Old, and enrolled in the Taluka

Sunil Mahadev Salkar

Sunil Mahadev Salkar

- 5 -

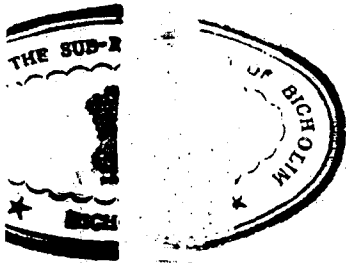
Revenue Office of Bicholim for matriz under No. 288, presently surveyed under Survey Nos. 48/18, 48/19, 48/20 and 48/21, and bounded as under:-

East : By paddy land "Diggi" belonging to the successors to the estate of Manuel Caitano Abreo,

West : By the Public road,

North : By the river; and

South : By the coconut garden belonging to Vencu Sinay Bandary.



AND WHEREAS under a Sale Deed dated 5/9/1978 duly registered in the Office of the Sub-Registrar of Bicholim under No. 265 of Book No. 1 at pages 154 to 158 dated 25/10/1978, Mr. Nilkant Purushottam Salcar and Smt. Nirmala Nilkant Salcar sold and transferred the said property alongwith the other properties to the Vendor herein.

AND WHEREAS the Purchaser have approached the Vendor who is the lawful owner in possession of the said property with an offer to purchase the said property admeasuring an total area of 1950.00 square metres, comprising of an area of Survey No. 48/18 having an area 100.00 square metres, Survey No. 48/19 having an

Sauil Mahadev Salke

Sauil Mahadev Salke

- 6 -

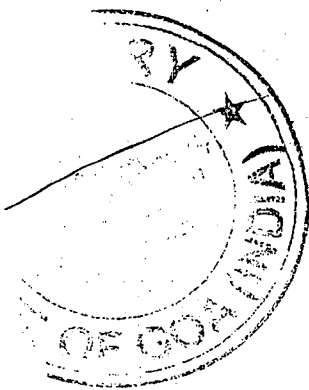
area of 50.00 square metres, Survey No. 48/20 having an area of 50 square metres and Survey No. 48/21 having an area 1750.00 square metres of Village Naroa.

AND WHEREAS the Purchaser herein being desirous of acquiring the said property, approached the Vendor herein, and the Vendor has now agreed to sell and the Purchaser have agreed to purchase the said property at or for a total consideration of Rs. 3,10,000/- (Rupees three lakhs ten thousand only) which also represents the market value of the said property hereby sold.



NOW THIS DEED OF SALE IS WITNESSETH AS

UNDER:-



1. That in consideration of the said sum of Rs. 3,10,000/- (Rupees three lakhs ten thousand only) already paid by the Purchaser to the Vendor at the time of execution of the present Deed, the Vendor as and according to his rights and shares, estate or interest in the said property surveyed under Survey Nos. 48/18, 48/19, 48/20 and 48/21 admeasuring 1950.00 square metres, more particularly described in the Schedule-I hereunder written and forming part of the property known as " DIGGY " in the survey record of Village Naroa, situated at Naroa, within the panchayat limits of Naroa, Taluka and Registration Sub-District of Bicholim, North Goa District, State of Goa, more particularly described in the Schedule herein below, do hereby convey, transfer and assure unto
Savit Mahadev Salken

Savit Mahadev Salken

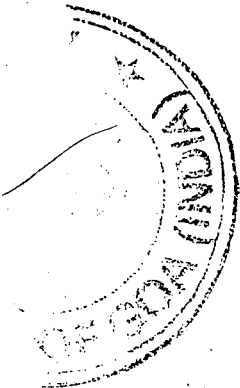
- 7 -

the Purchaser the said property, and further with all rights in all and singular the trees, plants, shrubs, ways, paths, passages, watercourses right, liberties, privileges, easements, profits, advantages, rights, members and appurtenances, whatsoever to the said land or ground hereditament and premises or any part thereof belonging or in the said land or ground hereditament and premises or any part thereof belonging or in any wise appertaining with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto and also ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendor into or out of or upon the said land hereditament and premises or any part thereof TO HAVE AND TO HOLD ALL and singular the said land hereditament and premises hereby conveyed, transferred and assured or intended or expressed so to be with all their rights, members and appurtenances thereto, (all which are hereinafter called " the said premises) unto And To the Use and benefit of the Purchaser forever SUBJECT to the payment of the rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to Government or the Village Panchayat or any other local or public body or authority in respect thereof.

AND the Vendor does hereby for themselves or their executors, administrators, covenant with the Purchaser as under:-

Suail Mahadev Salke

Suail Mahadev Salke



- 8 -

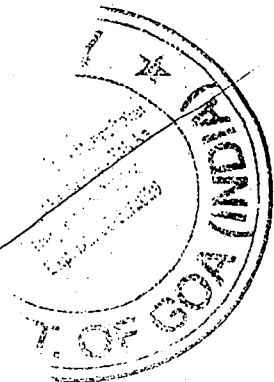
THAT the Vendor now has in him self good right, full power and absolute authority to convey, transfer and assure the said premises hereby conveyed, transferred and assured or intended so to be unto and the use of the Purchaser in the manner aforesaid.

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Plot hereby conveyed transferred and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any persons lawfully or equitably claiming or to claim by from under in trust for them or any of them.

AND THAT free and clear and freely and clearly absolutely, acquitted, exonerated, released and forever discharged or otherwise by the Vendor and well sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances, whatsoever either already or to be hereafter had, made executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from or in trust for them or any of them.

AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at
Suvil Mahadev Salke

Suvil Mahadev Salke



- 10 -

better transfer of the right to the said property in favour of the Purchaser.

SCHEDULE

ALL THAT 1950.00 square metres, comprising of an area of Survey No. 48/18 having an area 100.00 square metres, Survey No. 48/19 having an area of 50.00 square metres, Survey No. 48/20 having an area of 50 square metres and Survey No. 48/21 having an area 1750.00 square metres of Village Naroa, forming piece and parcel of the property known as "CANTORLA" also known as "TARIVORIL CONTORLA", situated at Village Naroa, within the panchayat limits of Naroa, Taluka and Registration Sub-District of Bicholim, North Goa District, State of Goa, described in the Land Registration Office of Bicholim under No. 1617 of both Book No. 14 Old, and enrolled in the Taluka Revenue Office of Bicholim for matríz under No. 288, and is bounded as under:-

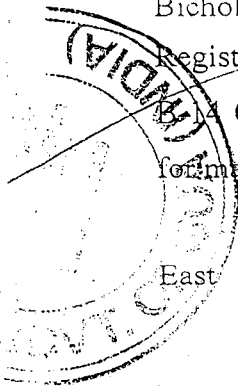
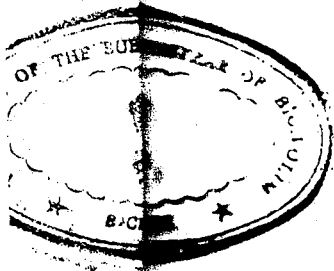
East : By paddy land "Diggi" belonging to the successors to the estate of Manuel Caitano Abreo,

West : By the Public road,

North : By the river; and

Sunil Mahadev Salta

(Signature)



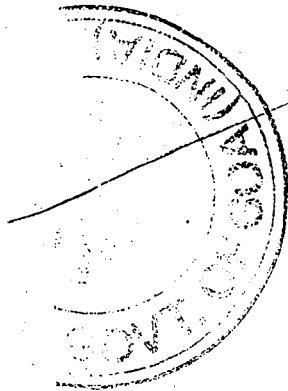
- 11 -

South : By the coconut garden belonging to Vencu Sinay
Bandary.

IN WITNESS WHEREOF this Deed of Sale, is executed by
the Vendors and the Purchaser signing together in presence of two
witnesses.

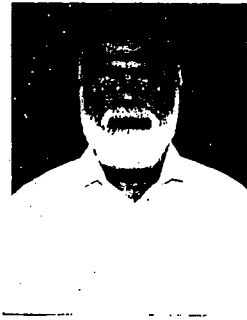
Suvis Mahadev Salkar

(Signature)

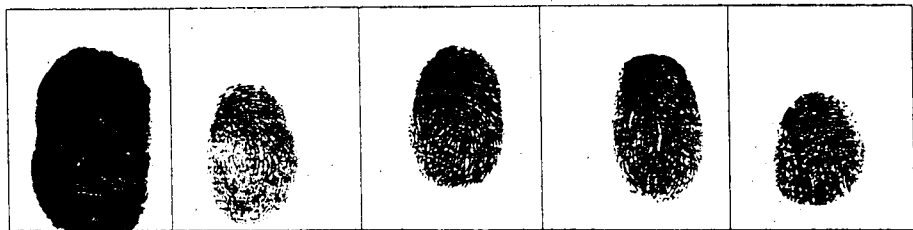
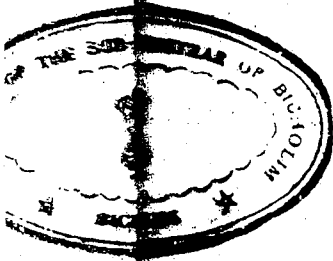


- 12 -

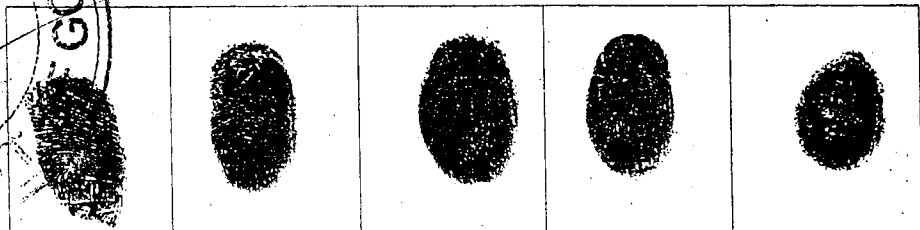
SIGNED, SEALED & DELIVERED)
By the withinnamed;)
Mr. SUNIL MAHADEO SALCAR)
alias Mr. SUNIL MAHADEO SALKAR)
alias Mr. SUNIL MAHADEV SALKAR,)
The Vendor,.....)



Sunil Mahadev Salkar
(Signature)



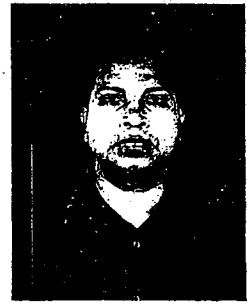
LEFT HAND FINGER PRINTS OF Mr. SUNIL MAHADEO SALCAR alias Mr. SUNIL MAHADEO SALKAR alias Mr. SUNIL MAHADEV SALKAR.



RIGHT HAND FINGER PRINTS OF Mr. SUNIL MAHADEO SALCAR alias Mr. SUNIL MAHADEO SALKAR alias Mr. SUNIL MAHADEV SALKAR.

Sunil Mahadev Salkar

S. Salkar

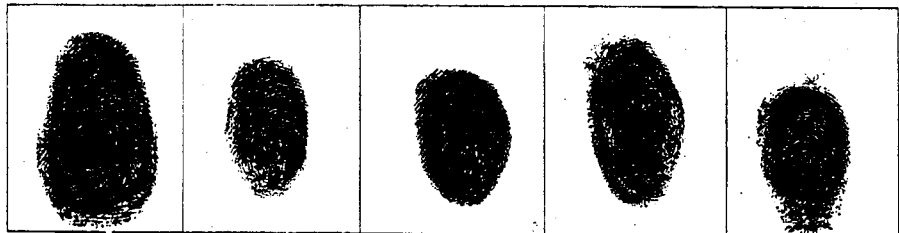
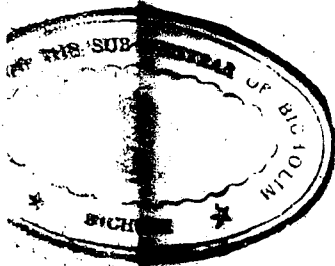


SIGNED, SEALED & DELIVERED
By within named;
Mr. SUNIL SHIVAJI MANDREKAR,
The Purchaser

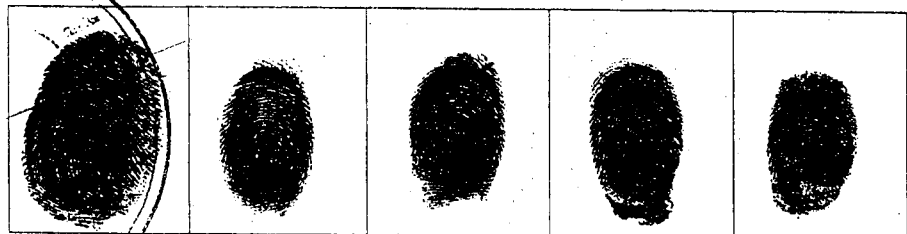
)
)
)
)

Sunil Mandrekar

(Signature)



LEFT HAND FINGER PRINTS Mr. SUNIL SHIVAJI MANDREKAR.



RIGHT HAND FINGER PRINTS OF Mr. SUNIL SHIVAJI MANDREKAR.

Sunil Mahades Salka

Sunil Mandrekar

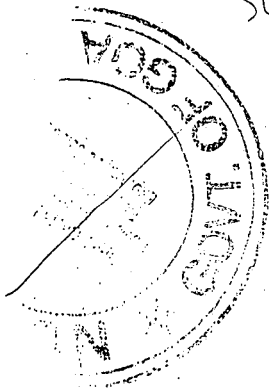
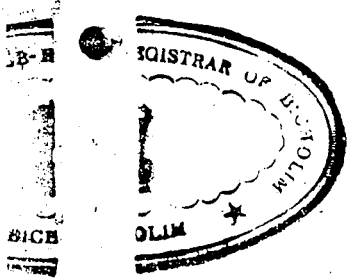
WITNESSES:-

1. ~~Handwritten signature~~ [Nizar D. Jambotkar]

2. ~~Handwritten signature~~ (Surdha v. Gankar)

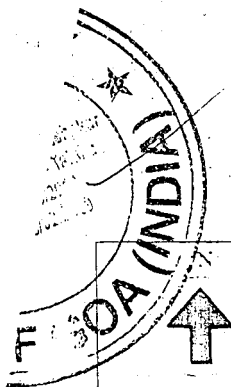
Sunit Maradu Saloo

~~Handwritten signature~~



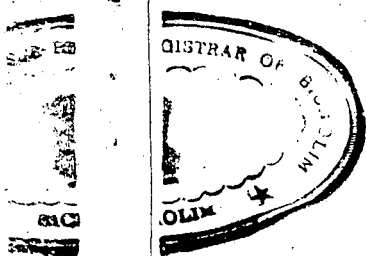
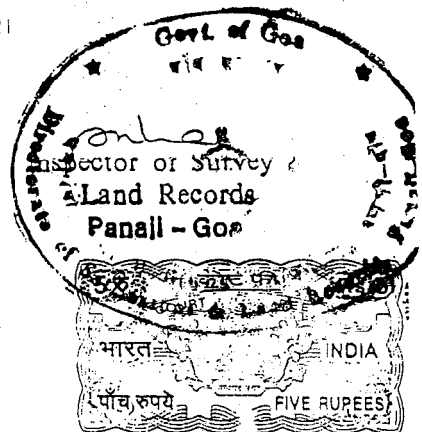


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA



Plan Showing plots situated at:
Village : NAROA
Taluka : BICHOLIM
Survey No./Subdivision No. : 48/ 18,19,20 & 21
Scale : 1:1000

Inward No. 2669



SURVEY No.48

S.No.47

Generated By : Mitali M. Naik
On : 07-03-2011

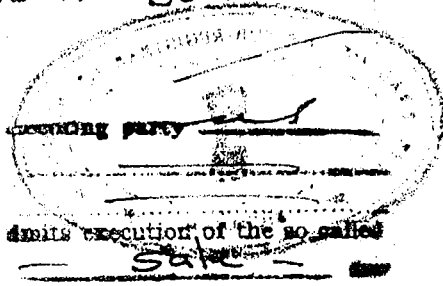
Compared By: [Signature]

Suarl Malasle Salku

[Signature]

1) Mr. Sunil Mahadeo Salkar alias Mr. Sunil Mahadeo Salkar ~~alias Mr. Mahadeo Salkar~~ s/o Mahadeo Salkar, 60 years, bachelor, Engineer, Indian National, Ho H. No. 272, Bordem - Bicholim - Goa.

2) Mr. Sunil Shivaji Mandrekar, s/o Shivaji K. Mandrekar, 39 years, married, Service, Indian National, Ho Digwada, Narva, Bicholim - Goa. Both Indian Nationals.



1 - Sunil Mahadeo Salkar

2 - Mandrekar

shri. Deshmukh Sawant, s/o Deu Marayan Sawant, married, 45 years, service Ho. H. No. 37, Varchawada, Nr. Temple, Sarvan Bicholim - Goa.

.....
state that he/she personally knows
the above excutants
..... and identify him / them.

