



**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL
WESTERN ZONE BENCH, PUNE
ORIGINAL APPLICATION NO. 90 OF 2022**

Subhash Tanna & Ors ... Applicants
Versus
Echjay Industries Pvt.Ltd. & Others ... Respondents

AFFIDAVIT IN REPLY ON BEHALF OF
RESPONDENT NO.1

I, Udaey Balkisan Sanghvi, Age : 49 yrs., Occ : Service,
Office at : Gat No.316, Kasar Amboli, Pirangut, Taluka
Mulshi (Paud), Dist. Pune, do hereby state on solemn
affirmation as under:

1. I am aware of and conversant with the facts of the present case and I am competent to depose to the present Affidavit based on my personal knowledge and the documents and records available with me.
2. I say that physical copies of the Petition was submitted on 9/2/2023. The copy of the petition provided with incomplete text which can be ascertained from the end of the pages, thereafter my son was required to undergo surgery at Mumbai and therefore

the reply is filed. I humbly pray to the Hon'ble Tribunal to permit me to file the reply.

3. The Respondent No.1 is a private limited company having its one of the factory at Kasar Amboli Pune. The Respondent No.1 is manufacturing Crown Wheels and Pinion. The factory is nothing but Machine Shop. For the purpose of manufacturing the products the Respondent No.1 does not need water. The manufacturing process also does not discharge effluent in the ground. It may be noted that the manufacturing activity of the Respondent are not connected use of water. The Respondent No.1 is not textile industry, dying industrial, pharma industry where the use of water is one of the major ingredient for manufacturing. As it is a Machine Shop, for the purpose of manufacturing water is not required and therefore the question of polluting water does not arise. Further on account of manufacturing activity, the ground level water of the area is not reduced. The manufacturing activity is not polluting the environment in any way. The lands i.e. Gat No.316 and Gat No.315, Village Kasar Amboli are lies in the Industrial Zone. The Respondent's factory is situated upon the land i.e. Gat No.316 which is in Industrial Zone. It may be noted that the access road which is Respondent is using is



situated upon Gat No.315 which is also industrial land, a copy of Zone Certificate is annexed as Annexure R [page1].

4. The Applicant has misused the order passed by the Hon'ble Tribunal dtd.17/10/2022 and came upon the Factory on 23/12/2022. The Respondent is maintaining the visitors' gate pass at the factory gate. Applicant wrote his name plus 5. The gate pass is **annexed as R-1 [page 2]**. The Applicant has also given their vehicle no. MH-14 EY 4587 and informed that they wanted to meet H.R.Department. It was informed by Applicant that they have come from the Hon'ble National Green Tribunal and they are Government Representatives, the Security Personnel called H.R.Department at the gate. The representative of H.R.Department enquired about the visit at that time they introduced themselves as Subhash Tanna, Anil Somayya, Adv. Harshad Garud along with two persons who have represented that they are from Government Department and refused to disclose their identity and department. Adv. Garud handed over the copy of the order dtd.17/10/2022 and told the H.R.Department that they are following the order passed by the Tribunal. On perusing the order the concern person from H.R.Department had not asked for identity to the



visitors. At that time Adv. Garud threatened that if, they are not allowed to inspect it will be contempt of the Hon'ble Tribunal and therefore H.R. Department allowed to inspect the factory and take the photographs. After the visit was over H.R.Department informed me and thereafter I have taken the search on the website and I realised that on 2/12/2022 the Hon'ble Tribunal has directed the Applicant to provide the information regarding the quantity of water abstracted from borewell and therefore Adv. Garud has taken the lead under the pretext of the order and inspected the factory. This fact was noticed by the Security Personnel of Respondent by issuing a report. I am filing report and photographs of the visit dtd.23/12/2022 by the Applicant which has been captured by CC TV Camera, photographs are showing the date and timing, total photographs are 7 in numbers which is marked as **R-2 [pages 3-8]**. This act of visit which is unauthorised on part of the Applicant will demonstrate action of the Applicant which are malafide and on the ground of misrepresentation the present petition is liable to be dismissed.

5. No Environment Damage –

5.1 Respondent No.1 has established Machine Shop in the year 2007. The State of Maharashtra has issued



the Factory License in the year 2007 which is renewed from time to time. The Respondent No.1 is manufacturing Crown Wheel and Pinion. It may be noted that Factory License categorically mentions “other than hazardous factory”. The renewed factory license is attached herewith as **Annexure R-3 [page 9]**. The said licence is under renewal.

5.2 Maharashtra Pollution Control Board has issued consent to operate, such consent to operate has been renewed from time to time. Such consent to operate is renewed on 18/5/2022 which is valid for the period upto 31/1/2024. The said consent to operate is attached herewith as **Annexure R-4 [pages 10-17]**. The said consent to operate is issued as per the provisions of Section 26 of Water (Prevention & Control of Pollution) Act 1974 and Section 21 of the Air (Prevention & Control of Pollution) Act 1981 and along with authorisation under Rule 6 of the Hazardous & Other Waste (Management & Transboundary Movement) Rules 2016. By the aforesaid consent to establish the Respondent was allowed to manufacture Crown Wheel and Pinion monthly 3600 sets.

5.3 This Respondent has filed an application for expansion and Maharashtra Pollution Control Board



was pleased to grant the Consent to Establish vide order dtd. 11/9/2022. By the said consent the project capital investment of project was at Rs.45 Crores which is required to be invested within five years. During the said period the Respondent is authorised to enhance the Additional Manufacturing capacity upto 5900 sets per month. In furtherance with the said consent, the Respondent is planning for installation of additional machinery. The said consent to establish is produced as **Annexure R-5 [pages 18-27]**.

5.4 The Additional Director Industrial Safety & Health Pune Region has also issued the approval of Factory Plan vide letter dtd.17/11/2019 and such approval is annexed herewith as **Annexure R-6 [pages 28-29]**.

5.5 The Respondent is a Machine Shop and the scrap which generated is Turning, Oil, Coolant oil, card board boxes, chindhi. Out of the aforesaid wastes turning, oil and coolant oil is disposed off as per the Waste Management Disposal Rules.

5.6 It is submitted that the oil, coolant oil which are scrap is required to be disposed off as per the Rules. Such waste is disposed off by paying the amount to



Maharashtra Enviro Power Limited. The Respondent is required to obtain the membership of Maharashtra Enviro Powers Limited. The said membership is valid upto March 2024. This Respondent is paying to Maharashtra Enviro Powers Ltd. for collecting the scrap, the details of such are annexed herewith as **Annexure R-7 [pages 30-36] which includes tax invoices and ledger.**

5.7 The entire waste since inception has been disposed off strictly as per the rules and regulations. The cardboard boxes and chindhi are bio degradable material which has been sold to scrap dealers, who are having license under Hazardous Waste Management Rules, none of the waste material has been disposed off within the factory premises or within the limits of Gram Panchayat. It may be noted that the Respondent is not discharging any fluent into the ground, the entire water which is used in the furnace is collected in a cooling tower separately which is cooled in the cooling tower and is circulated. There is no damage to the environment.

5.8 This Respondent is purchasing water from other sources which includes Sahyadri Water Suppliers since inception, the said water is used for the domestic



purpose. The Respondent is maintaining the account of Sahyadri Water Suppliers and ledger and sample invoice dtd.31/10/2022 and the ledger account of payment from 2022 till this date is produced as **Annexure R-8 [pages 37-55]**. It may be noted that there are no residential quarters at the factory. The sewage is collected in the tank and periodically the sewage is disposed off by calling concern authority for which the necessary charges are paid, which is produced as **Annexure R-9 [pages 56-57]**. There is no air and water pollution. Till this date, neither the Grampanchayat or citizen has lodged the complaint about the pollution.

5.9 The Respondent has taken two borewells for the purpose of gardening and the water of the borewell is not used for the industrial purpose. One borewell is dry. The potable water is not used for industrial.

5.10 There is no noise pollution. It may be noted that periodically the Respondent is testing the ambient noise, air and water pollution through authorised agency i.e. Food Hygiene And Health Laboratory. The agency observes the air sample in various locations of the industry and issues the report. All the reports shows that the air / noise is within the permissible limits. The



company is required to set up a D.G. Set even the noise and air within the periphery of D.G.set is within the limit. The 13 reports are annexed herewith as **Annexure R – 10 [pages 58-70]**.

6. Maintainability of the application – The application in the present form is not maintainable. Applicant has not made out any ground for the relief.

7. Applicant is unscrupulous litigant – Applicant Subhash Tanna has filed the complaints before various authorities and the Respondent is compelled to initiate various litigations before various authorities as per the following details –

6.1. The Respondent has purchased the property bearing No. Gat No. 316/1 admeasuring about 92 R situated at Kasar Amboli, Pirangut, Paud, Pune from legal representatives of Popatgir Keshav Gosavi & others who has acquired the rights as per the Consent Terms filed before the Bombay High Court.

6.2. It is submitted that Gat No. 315 adm. about 3 H 0.70 R, and Gat No.316 adm.about 11 H 60.7 R, Village Kasar Amboli, Mulshi Paud, Pune was owned by Gosavi family and there was dispute pending before the High Court Mumbai. W.P. 941/1995, Gosavi family

have settled their dispute by filing consent Terms and the shares of respective Gosavi families were settled. In the Consent Terms the predecessor in title of this Respondent has acquired right with respect to the land adm. about 1 H 22 R equivalent to 3 Acre 2 Guntha and this Respondent has purchased 92 R.

6.3. The Respondent has acquired right, title and interest with respect to 92 R land out of Gat No.316 Kasar Amboli along with right to use the road through registered document. In order to establish the factory the Respondent was required to lay the electricity and therefore the high tension cable was laid along with 12 meter access road. Respondent has constructed the tar road and MSEDCL has established the electricity supply from main road to the property owned by Respondent. For laying down the electricity polls, the map was prepared which was signed by the Applicant and was submitted to MSEDCL and the cables were laid down. The said consent signed by the Applicant is produced as **Annexure R-11 [page 71]**.

6.4. The following civil litigations was required to file on account of obstructions raised by Applicant –

6.4.1 In the month of June 2011 certain persons on behalf of Applicant tried to obstruct the access





and therefore the Respondent was compelled to file Regular Civil Suit No 853/2011 for permanent injunction along with application for interim injunction. The said suit was filed for injunction restraining Applicant, his servants, agents from obstructing the 12 meter road running from North to South from Pune Paud Road. The ex-parte injunction was granted. Subsequently, Applicant appeared and filed counter claim and injunction application against the Respondent. The Civil Judge Junior Division rejected the injunction application filed by the Respondent and the injunction application filed by Applicant was allowed. The common order passed by the Civil Judge Junior Division Pune below injunction filed by Parties, the said common order as **Annexure R-12 [pages 72-84]**.

6.4.2 The said order was challenged by filing Miscellaneous Civil Appeal bearing No.311/2021 before the Hon'ble District Judge Pune which was allowed, copy of the order is **Annexure R-13 [pages 85-99]**. The order passed by the Additional District Judge Pune was confirmed by the Hon'ble High Court Bombay, copy of the order is **Annexure R-14 [pages 100-**

102]. The order passed by the Hon'ble Bombay High Court was challenged by filing SLP before Hon'ble Supreme Court of India, which is dismissed, a copy of the order is **Annexure R-15 [pages 103-104]**.

6.4.3 The Applicant has filed application for discharge of the order passed below injunction application in Civil Suit bearing No.853/2011 which was rejected, **Copy of order as Annexure R – 16 [pages 105-106]**.

6.4.4 The said order was challenged by filing appeal before the District Judge Pune in Civil Application No.237/2015 which was also rejected, **Copy of order as Annexure R – 17[pages 107-119]**.

6.4.5 Being aggrieved with the order, the Applicant has filed Writ Petition bearing No. 63/2017 which is pending.

6.4.6 The Applicant illegally blocked the access and therefore Respondent was constrained to file suit for mandatory injunction bearing No.1078/2019 before the Civil Judge Senior Division Pune. The Hon'ble Civil Judge Senior Division Pune



was pleased to grant mandatory injunction. **Copy of order as Annexure R – 18 [pages 120-135]** .

6.4.7 The Applicant has challenged the order passed in Special Civil Suit No.1078/2019 before the District Judge Pune which is pending. The order passed by the Trial Court is not set aside.

8. Pendency of the Litigations before Revenue Authority -

7.1 Initially, name of the Respondent was mutated in revenue record vide Mutation Entry bearing No.1703, however, due to oversight the concerned Revenue Officer has not written the area purchased by this Respondent in 7/12 Extract and therefore the Respondent filed an application No S.R/167/2011 before Tahasildar Mulshi and the same was allowed on 27/12/2011, a **Copy of order as Annexure R – 19 [pages 136-137]**. Accordingly, concerned Revenue Officer has written the area in 7/12 against the name of the Respondent vide Mutation Entry No.2801.

7.2 Against the said certification of M.E. No.2801 Applicant has preferred appeal before Sub-Divisional Officer Maval Mulshi vide RTS

- Appeal No.428/2013 which is allowed, **Copy of order as Annexure R – 20 [pages 138-144].**
- 7.3 Being aggrieved with the said order the Respondent filed RTS Appeal bearing No.278/2014 before Additional Commissioner Pune which was dismissed on 10/3/2017, a **Copy of order as Annexure R – 21 [pages 145-147].**
- 7.4 The said order dtd. 10/3/2017 was challenged by the Respondent before the Divisional Commissioner in Revision bearing No.103/2017 which was also dismissed, a **Copy of order as Annexure R – 22 [pages 148-158].**
- 7.5 Being aggrieved by the order Respondent filed Revision before Revenue Minister bearing No.4422/2017 which is also dismissed on 19/3/2018, a **Copy of order as Annexure R – 23 [pages 159-166].**
- 7.6 The Respondent filed Review Petition before the Revenue Minister which is pending.
9. **Litigations arising out of Provisions of MRTTP Act** - The Applicant has filed the Complaint before PMRDA who has issued the notices



invoking the provisions of Maharashtra Regional Town Planning Act for demolition of factory.

9.1 The notices issued by PMRDA in the year 2016 were challenged before the Hon'ble High Court Bombay by filing Writ Petition bearing No.6615/2016.

9.2 The Hon'ble High Court Bombay directed to file the appeal before the U.D.Minister invoking the provisions of Section 47 of Maharashtra Regional Town Planning Act in the year 2016.

9.3 The said appeal was dismissed and the order passed by UD Minister is challenged before the Hon'ble High Court Bombay in Writ Petition No.2977 of 2017. The Division Bench of Hon'ble High Court Bombay vide its order dtd.29/1/2019 observed that, mutation entries are for fiscal purpose and parties were directed to maintain the status quo regarding the offending structure. The Hon'ble High Court Bombay has passed the order dtd. 29/1/2019, a **Copy of order as Annexure R – 24 [pages 167-170]**.

9.4 In view of the order dtd.29/1/2019 the Respondent has filed appeal before the UD Minister which was dismissed.

9.5 The order passed by U.D.Minister is challenged in Writ Petition No.10265/2019 which is pending. The Hon'ble High Court passed the order dtd.23/9/2019 wherein the Hon'ble Division Bench has observed that, "question before this Court is in 2007 when the factory was established Respondent No.2 and 3 were not in existence, whether structure raised, then, has been permitted / sanction by Labour Department / Factory Inspector in terms of the Factories Act, therefore will have to be looked into. In this situation, we permit the adjacent owner to assist Court and the Petitioner to implead said owner/Applicant as Respondent No.4", a **Copy of order as Annexure R – 25 [pages 171-172].**



10. **Litigations with respect to Measurement** - It may be noted that the measurement of the land is condition precedent for obtaining any permission for development and the Applicant is making the efforts that the Respondent is not getting the measurement. The measurement carried out by the Respondent are

challenged by the Applicant before the concerned Revenue Department. The Respondent carried out measurement vide M.R.No.6531/2012 and accordingly C part was issued to the Respondent. Thereafter, on 24/1/2013 behind back and without notice to the Respondent on the application of the Applicant the concerned officer has cancelled M.R.No.6531/2012 on account of pending litigation between the parties.

10.1 The Respondent preferred appeal no.41/2016 before the Superintendent of Land Record along with delay condonation application and has dismissed the appeal on the ground of delay.

10.2 Against the order Respondent filed Revision No.286/2017 before the Deputy Director of Land Record and the same is dismissed.

10.3 The Respondent filed another application for M.R.No.16435/2016 and C Part was not issued to the Respondent and concerned officer issued letter 21/4/2017 stating that earlier demarcation is cancelled.

10.4 Against the said letter / order Respondent filed appeal no.87/2017 before Superintendent of Land Record and same dismissed on 18/3/2019.

10.5 Against the said order Respondent filed revision application No.4789/2019 before Deputy Director of Land Record and the same is allowed on 17/6/2022. The Deputy Director of Land Record Pune directed the Sub-Ordinate Officer to issue C Prat within 8 weeks and cancelled the orders dtd.18/3/2019 and 21/4/2017, a **Copy of order dtd. 17/6/2022 as Annexure R – 26 [pages 173-177].**

8. It is submitted that the Applicant is a broker and acquiring the properties and selling the same to the prospective purchasers. It may be noted that the Factory is situated at the Industrial Zone and the Applicant and its family members have acquired the adjacent properties for selling the same. The Applicant has filed Special Civil Suit bearing No.1733/2010 against Vinayak Kakde for specific performance of contract. In the cross-examination Mr Subhash Tanna has admitted that the property is situated in Industrial Zone and Mr. Tanna has no interest to establish the industry. It is submitted that the Applicant is interested in slowing the land beneath the access road and therefore Applicant is filing various complaints under various grounds against the Respondent. The intention of filing present application is only to harass this Respondent. The sole intention of the applicant is to





swallow the land of the access road and therefore the applicant is filing various petitions, applications before various Forums. The Respondent has all requisite permissions for establishing the industry. The Respondent is contributing huge revenue to GST. The Respondent has engaged about 68 workers which includes Skilled and Non-Skilled workers. The Respondent is not violating any of the norms which are required to be followed. All the permissions are filed on record which will establish that there is no violation of Environment Laws.

9. At the outset, I deny all the statements, averments, insinuations, allegations contained in the said Application and repeat, reiterate and confirm all that is stated in the Affidavit in Reply filed on behalf of the Respondent No.1 to the said Application as if the same were set out herein.

10. At the further outset, I say and submit that said Application is liable to be rejected under the provision of Section 14 of the National Green Tribunal Act, 2010 (NGT Act). I say that upon a perusal of the said Application it is unambiguously clear that there is no cause of action made out in the said Application. I further state that without prejudice to the Respondent's contention that the said Application does not disclose a

cause of action, the reliefs sought for in the said Application are barred by limitation and consequently the said Application is liable to be rejected.

11. I have not received a copy of Joint Committee Report and I reserve my right to file the additional reply. I am filing the present Affidavit in dealing with the contents of the said application and Report and bringing on record certain relevant facts pertaining to the subject matter of the present Original Application. I crave leave of this Hon'ble Court to file such further and additional Affidavit(s) and rely upon such other and further documents in support thereto, as may be required.

12. At the outset, I deny each and every statement, allegation, averment, submission and contention contained in the said Report which is contrary and/or inconsistent with what is stated hereinabove.

13. I say that the contents of Para 1 of the application under reply are not admitted to me. I deny that the Applicant is public spirited person and working for environmental issues and many social causes. It is true that the Respondent No.1 factory is located at Kasar Amboli Mulshi, however, I deny the contents that





Company is indulged in illegal water extraction without having no objection certificate issued by Respondent No.5. I deny that Respondent No.1 company is illegally extracting water from underground water source for manufacturing purpose. I am not aware as to whether Applicant has made representation to Kasar Amboli Grampanchayat and Maharashtra Pollution Control Board to take appropriate legal action against Respondent No.1 but no action has taken till today. I deny that Respondent Company is illegally extracting the water from underground source of village.

14. I deny the contents of Para 2 of the application under reply. I deny that the Respondent Company is using the land for manufacturing purpose without obtaining no objection from Respondent No.5. I say that I have already mentioned about the permissions obtained by the company hereinabove.

15. I deny the contents of para 3 of the application under reply. This Respondent deny the contents that they are manufacturing vehicle parts beyond permissible limit and exploiting water resources in Village Kasar Amboli. This Respondent is not violating the conditions laid down by MPCB. I deny that the Company is violating the provisions of Section

26 of Water(Prevention & Control of Pollution) Act 1974 and Air Prevention & Control of Pollution Act 1981 and Rule 5 of Hazardous Wastes (Management Handling & Transboundary Movement) Rules 2008, Water (Prevention & Control of Pollution) Cess Act, 1977 and Amendment Rules 2003, Rule 3(1) and 4 (1) of Noise Pollution (Regulation & Control) Rules 2000 (exceeding the limits of 75 and 70 db) the Respondent is running the factory illegally and has become menace of villagers, wild animals and environment.



16. I deny the contents of para 4 of the application under reply. It has been noticed that text of para 4 are not giving meaning as it is incomplete in the copy provided to us. I deny the entire contents of Para 4 of the application. The test report of noise pollution confirms that there is no noise pollution.

17. I deny the contents of Para 5 of the application under reply. I deny that Respondent No.1 is running the factory illegally and many unskilled children labour and women are working. I say that no casual vacancy has taken place in the Respondent factory. The reference given by Applicant is with respect to some other company to which the Respondent is not party and aware.

18. I deny the contents of para 6 of the application under reply. I deny the contents that factory is located in the middle of the village where all dwelling houses are situated and factory is surrounded by agricultural land of the villagers and forest land. I deny that the Respondent factory is not having proper road to the factory. I deny the contents that trucks and tempo carrying the vehicle parts are using the adjacent agricultural land to factory.

19. I say that factory is situated in the Industrial Zone.

20. I deny the contents of para 7 of the application under reply. The Applicant is put to the strict proof with respect to Para 7 of the Petition.

21. I deny the contents of para 8 of the application under reply. I deny the contents that raw material which is stored for manufacturing vehicle part is on the large scale and if any mischief causes which may result to death of many workers, villagers and animal. I deny the contents that manufacturing is illegal and water extracting in this area is causing water pollution. From the copy of the application provided to the Respondent it seems that text of Para 8 is incomplete. In the event

of providing the correct copy the Respondent be allowed to file the additional reply.

22. I deny the contents of para 9 of the application under reply. I deny the contents that Respondent No.1 is running its factory illegally without following environmental law and they also do not have valid NoC today and illegally running the business of factory which is dangerous for the villagers and can destroy underground water reservoir in safe like Mulshi.

23. I deny the contents of para 10 of the application under reply.

24. I deny the contents of para 11 of the application under reply. This Respondent is not aware about the application filed by them under RTI dtd.9/5/2022. I deny the contents that without obtaining NoC from Respondent No.5 the Respondent is extracting illegally water. I deny the contents that manufacturing activity of the Respondent can cause damage to ecological permanent period of life as Mulshi is in safe zone. I say that we have made the representation to CGWB vide letter dtd.14/3/2023 and informed that they have valid consent which is valid till 10/9/2027, as per the consent the company had permission to use 1500 litres of water per day out of which 1000 litres per day is for industrial



process, but, the company has not yet started the said activity. As the use is less than 10000 litres per day company has not taken the permission, if required the company will acquire the same. I am producing the letter dtd.14/3/2023 as **Annexure R-27 [page 178-179]** and wants to reply upon the contents of the same. I say that we are not extracting water for manufacturing activity.

25. I deny the contents of para 12 of the application under reply. This Respondent is not aware about the contents of the application and the Applicant is put to the strict proof thereof. From perusing the documents filed, it reveals that Maharashtra Pollution Control Board vide reply dtd.9/6/2022 has informed that they are not having any authority to issue such certificate.

26. I deny the contents of para 13 & 14 of the application under reply. The Applicant is put to the strict proof with the contents of Para 13. I deny the contents that Respondent No.1 is illegally running factory of gross violation of environmental law for monitory profit only. I say that Applicant has not made out any case that there is a continuous environment damage and factory is required to be stopped immediately.

27. I deny the contents of para 15(A) of the application under reply. I deny the contents that the Respondent No.1 is illegally running factory and causing a great damage to the health of workers as well environment. The necessary permissions issued by MPCB and Factory license are filed on record.

28. I deny the contents of para 15(B) of the application under reply. Applicant is put to the strict proof with the contents of Para 15(B) of the application. I deny the contents that the Respondent No. 1 has started factory without considering objections raised by Owners of adjacent agricultural land. The text of Para 15(C) are incomplete in the copy of the application provided to us.

29. I deny the contents of para 15(D) of the application under reply. I deny the contents that at the time of construction of a factory changes of environmental damage as well as pollution due to experiment and manufacturing of vehicle part was not considered by Respondent No. 2 to 4, they were aware about the sensitive condition of environment prevailing in the near village forest land as well as farming land.

30. I deny the contents of para 15(E) of the application under reply. The content of Para 15(E) of

the application are in general without any better particulars.

31. The contents of para 15(F) of the application under reply establishes that there is no violation by the Respondent and therefore no action has taken place against the Respondent.

32. The Applicant is put to the strict proof with respect to the contents of para 15(G), (H), (I), (J),(K) & (L) of the application under reply. I reiterated that the Respondent No.1 is not violating and or damaging the environment as alleged by the Applicant.

33. I deny the contents of para 16 of the application under reply. The application is not filed within the limitation. The Applicant is having constructive knowledge of factory activities since 2007 and therefore application is not filed within the stipulated period.

34. I say that certain orders are in local language, we seek the permission to submit the translated copies.

35. The Applicant is not entitled for the prayers prayed in Para 17 of the application. The Applicant is



not entitled for the mandatory injunction of permanent closure of the Respondent's factory.

Whatever stated above is true and correct to the best of my knowledge, information and belief, in witness whereof I have signed this Affidavit.

Affiant

Uday Sanghvi

Udaey Balkisan Sanghvi

Respondent No.1



PLACE : PUNE

DATE : 16/03/2023

I Know the Affiant

M. B. Sonawane

Advocate



BEFORE ME

M. B. Sonawane

M. B. SONAWANE
NOTARY GOVT. OF INDIA
PUNE

NOTED AND REGISTERED
SERIAL NUMBER 525/23

16 MAR 2023



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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Pune

Date : 16/03/2023

Advocate for Respondent



ECHJAY INDUSTRIES PVT. LTD.
(CROWN WHEEL / PINION DIVISION)
VISITOR'S GATE PASS

Date : 23-12-2022 No.: 54

Name : V. S. Divan (702145)

Representing Organisation : 401

Vehicle No. : MH-15 EY 24887

To Meet : J. S. R. Dept : HR

Time in : 13:45 a.m./p.m.

Time Out : 18:20 a.m./p.m.

Visitor's Sign. Sign. of person Visited Sign. of Security

- ① Subhash K. Ganma
- ② Anil Ganma
- ③ Harshad Ganad Advocate

MH - 14 IY 4587

रिपोर्ट

आज दिनांक २३/१२/२०२२ रोजी दुपारच्या १:३० वाजेच्या सुमारास कंपनीच्या गेट वर MH-१५ FY-४५८७ ह्या नंबरची गाडी आलेली होती. त्या गाडी मध्ये ५ लोक होते. त्यांना कंपनी सुरक्षा कर्मचारी यांनी विचारपूस केली असता त्यांनी सांगितलं कि आम्ही गव्हर्नमेंटच्या कामासाठी आलो आहे. कंपनीच्या नावाने तक्रार आलेली आहे त्याचासाठी आम्ही आलो आहे. त्याचा बरोबर सुभाष तात्रा, अनिल तात्रा, वकील हर्षद गरुड व त्याचे २ सहकारी होते. त्याची चौकशी करावी म्हणून सुरक्षा कर्मचारी यांनी त्यांना विचारपूस केली त्यांनी सांगितलं कि आम्ही गव्हर्नमेंट कडून आलो आहे व आम्हाला नोटीस आलेली आहे कि एचजय इंडस्ट्रीज प्रायव्हेट लिमिटेड मध्ये पाण्याचा जास्त प्रमाणात वापर केला जातो व कंपनीतून बाहेर जाणारे सांडपाणी ह्या मुळे जवळील लोकांना त्रास होत आहे व पर्यावरणेचे नुकसान होत आहे. या मुळे आम्ही कंपनी मध्ये सर्वे करण्यासाठी आलेलो आहे हे खोटं सांगून कंपनी मध्ये प्रवेश केला.

कंपनी मध्ये सर्व ठिकाणी फोटो व विडिओ काढून कंपनीचा कामात अडथळा निर्माण केला. कंपनी मध्ये काय तयार होतं पाणी किती प्रमाणात वापर केला जातो, पाण्याचा वापर कुठे कुठे केला जातो याचा बर भरपूर प्रश्न विचारले. कंपनी मध्ये बोरवेल चालू आहे का नाही व किती बोरवेल आहे बोरवेलच्या पाण्याचा किती प्रमाणात वापर केला जातो, त्यांना सांगितले असता बोरवेलच्या पाण्याचा वापर केला जात नाही व बोरवेल मध्या बंद आहे हे सांगिले असता तरी पण त्याला कनेशन का आहे. तुम्ही बोरवेल चा वापर करतात व बोरवेल चालू आहे. कंपनीनीत किती पाण्याचा वापर केला जातो मशीन साठी किती पाणी वापरलं जात व तसेच दररोज चा वापरा साठी किती पाणीच्या वापर केला जातो. सांडपाणी कुठे जात इत्यादी प्रश्न विचारले. तसेच हीट ट्रीटमेंट चे सुपरवाइजर प्रदीप भर्गम याना हीट ट्रीटमेंट साठी लागणार पाणी हे कुठून येत व याना दररोज मशीन साठी किती प्रमाणात पाणी लागत आहे व ते पाणी चा वापर कशा स्वरूपात केला जातो याची माहिती यांचा कडून घेतली तसेच त्याचा विडिओ त्याचा मोबाइलला मध्ये कडून घेतला. व कंपनी ला लागणार

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पाणी कुटून येत त्याची पाइप लायन कुठे आहे . तसेच कंपनी मध्ये किती कर्मचारी काम करतात व कोणत्या शिफ्ट मध्ये किती कर्मचारी असतात हि पण चौकशी केली व जाताना एवंड सांगितलं कि परत चौकशी माठी कोर्ट कडून काही माणसे येणार आहे सोबतच कलेक्टर व पोलीस कर्मचारी चौकशी माठी येणार आहे व एवंड सांगून ते सर्व तिघून गेले.

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MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010706/24010437
 Fax:
 24044532/4024068/4023516
 Website: <http://mpcb.gov.in>
 Email: jdair@mpcb.gov.in



Kalpataru Point, 2nd and
 4th floor, Opp. Cine Planet
 Cinema, Near Sion Circle,
 Sion (E), Mumbai-400022

RED/L.S.I (R44)
 No:- Format1.0/APAE Section/UAN
 No.0000128344/CR/2205001081

Date: 18/05/2022

To,
 M/s.Echjay Industries Pvt Ltd
 Gat no 316/330,Kasaramboli, Pirangut
 Tal. Mulshi, Dist-Pune, Maharashtra



Sub: Renewal of consent to operate under RED/LSI Category

- Ref:**
1. Earlier consent to operate granted vide No. UAN No.19795/CC-1707000264 dtd. 05/07/2017 valid upto 31/01/2022.
 2. Application for renewal of consent to operate vide UAN No. 128344
 3. Show cause notice for refusal of consent to operate issued vide letter dtd. 12/04/2022.
 4. Reply for show cause notice submitted by PP vide letter dtd. 27/04/2022.

Your application No.MPCB-CONSENT-0000128344 Dated 25.12.2021

For: grant of Consent to Operate under Section 26 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization under Rule 6 of the Hazardous & Other Wastes (Management & Transboundary Movement) Rules 2016 is considered and the consent is hereby granted subject to the following terms and conditions and as detailed in the schedule I, II, III & IV annexed to this order:

1. **The consent to renewal is granted for a period up to 31/01/2024**
2. **The capital investment of the project is Rs.38.0878 Crs. (As per C.A Certificate submitted by industry (Existing consented CI rs. 36.01 Cr. + Increased in CI by Rs. 2.07 Cr= Rs. 38.08 Cr.))**
3. **Consent is valid for the manufacture of:**

Sr No	Product	Maximum Quantity	UOM
Products			
1	Hypoid Gear (Crown and Pinion)	3600	Sets/M

4. **Conditions under Water (P&CP), 1974 Act for discharge of effluent:**

Sr No	Description	Permitted (in CMD)	Standards to	Disposal Path
1.	Trade effluent	0	As per Schedule-I	Not Applicable
2.	Domestic effluent	2	As per Schedule-I	Soaked in soak pit

5. Conditions under Air (P& CP) Act, 1981 for air emissions:

Sr No.	Stack No.	Description of stack / source	Number of Stack	Standards to be achieved
1	S1	Electric Furnace	1	As per Schedule -II
2	S2	Furnace LPG Fired	1	As per Schedule -II
3	S3	DG Set 380 KVA	1	As per Schedule -II
4	S4	DG Set 160 KVA	1	As per Schedule -II
5	S5	DG Set 750 KVA	1	As per Schedule -II

6. Non-Hazardous Wastes:

Sr No	Type of Waste	Quantity	UoM	Treatment	Disposal
1	MS Scrap	10	MT/M	Recycling	Authorized Recycling

7. Conditions under Hazardous & Other Wastes (M & T M) Rules 2016 for treatment and disposal of hazardous waste:

Sr No	Category No./ Type	Quantity	UoM	Treatment	Disposal
1	5.1 Used or spent oil	180	Kg/M	Reprocessing	Sale to authorized reprocessor

8. The Board reserves the right to review, amend, suspend, revoke this consent and the same shall be binding on the industry.
9. This consent should not be construed as exemption from obtaining necessary NOC/ permission from any other Government authorities.
10. Industry shall not carried out any expansion activity without prior consent to establish.
11. The applicant shall make an application for renewal of consent 60 days prior to date of expiry of the consent. (Operate/Renewal)



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Signed by: Dr. V.M.Motghare
Joint Director (Air Pollution Control)
For and on behalf of,
Maharashtra Pollution Control Board
idam@mpcb.gov.in
2022-05-18 17:44:12 IST

Received Consent fee of -

Sr.No	Amount(Rs.)	Transaction/DR.No.	Date	Transaction Type
1	225000.00	TXN2112003177	28/12/2021	Online Payment

Rs. 60,000/- balance consent fee out of above will be considered during next renewal.

Copy to:

1. Regional Officer, MPCB, Pune and Sub-Regional Officer, MPCB, Pune II
- They are directed to ensure the compliance of the consent conditions.
2. Chief Accounts Officer, MPCB, Sion, Mumbai

SCHEDULE-I

Terms & conditions for compliance of Water Pollution Control:

1. A) Generation - As per your application the treated effluent generation is Nil.
B) Treatment - NA
C) Disposal - NA
2. A) As per your application, you have provided Septic Tank followed by Soak pit for the treatment of 2 CMD of sewage.
B) The Applicant shall operate the sewage treatment system to treat the sewage so as to achieve the following standards.

Sr.No	Parameters	Standards (mg/l)	
1	BOD	Not to exceed	30 mg/l
2	COD	Not to exceed	100 mg/l
3	Suspended Solid	Not to exceed	50 mg/l

- C) The treated sewage shall be recycled for secondary purposes to the maximum extent and remaining shall be discharged on land for gardening within premise. In no case, sewage shall find its way for gardening / outside factory premises.
3. The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification there of & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions. The Applicant shall obtain prior consent of the Board to take steps to establish the unit or establish any treatment and disposal system or an extension or addition thereto.
4. The industry shall ensure replacement of pollution control system or its parts after expiry of its expected life as defined by manufacturer so as to ensure the compliance of standards and safety of the operation thereof.
5. The Applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and as amended, by installing water meters and other provisions as contained in the said act:

Sr. No.	Purpose for water consumed	Water consumption quantity (CMD)
1.	Industrial Cooling, spraying in mine pits or boiler feed	3.00
2.	Domestic purpose	3.00
3.	Processing whereby water gets polluted & pollutants are easily biodegradable	0.00
4.	Processing whereby water gets polluted & pollutants are not easily biodegradable and are toxic	0.00
5.	Gardening	0

6. The Applicant shall provide Specific Water Pollution control system as per the conditions of EP Act, 1986 and rule made there under from time to time/ Environmental Clearance/ CREP guidelines.

SCHEDULE-II

Terms & conditions for compliance of Air Pollution Control:

1. As per your application, you have provided the Air pollution control (APC) system and erected following stack (s) to observe the following fuel pattern:

Stack No.	Source	APC System provided/proposed	Stack Height(In mtr)	Type of Fuel	Sulphur Content(in %)	Pollutant	Standard
S1	Electric Furnace	Multi Cyclone	6.00	Electricity 0 --NA--	-	TPM	150 Mg/Nm ³
S2	LPG Fired Furnace	Multi Cyclone	14.00	LPG 840 Ltr/Hr	-	TPM	150 Mg/Nm ³
S3	DG Set 380 KVA	Acoustic Enclosure	3.50	HSD 18 Ltr/Hr	1	TPM	150 Mg/Nm ³
						SO2	8.64 Kg/Day
S4	DG Set 750 KVA	Acoustic Enclosure	3.50	HSD 18 Ltr/Hr	1	TPM	150 Mg/Nm ³
						SO2	8.64 Kg/Day
S5	DG Set 160 KVA	Acoustic Enclosure	3.50	HSD 14 Ltr/Hr	1	TPM	150 Mg/Nm ³
						SO2	6.72 Kg/Day

2. The Applicant shall provide Specific Air Pollution control equipments as per the conditions of EP Act, 1986 and rule made there under from time to time/ Environmental Clearance / CREP guidelines.
3. The applicant shall operate and maintain above mentioned air pollution control system, so as to achieve the level of pollutants to the following standards:

Parameters	Standards (mg/l)	
TPM	Not to exceed	150 mg/Nm ³

4. The Applicant shall obtain necessary prior permission for providing additional control equipment with necessary specifications and operation thereof or alteration or replacement/alteration well before its life come to an end or erection of new pollution control equipment.
5. The Board reserves its rights to vary all or any of the condition in the consent, if due to any technological improvement or otherwise such variation (including the change of any control equipment, other in whole or in part is necessary).

SCHEDULE-III
Details of Bank Guarantees:

<i>Sr. No</i>	<i>Consent (C2E/C2O/C2R)</i>	<i>Amt of BG Imposed</i>	<i>Submission Period</i>	<i>Purpose of BG</i>	<i>Compliance Period</i>	<i>Validity Date</i>
1	C to R	Rs. 5 Lakhs	15 days	Towards Operation and maintenance of pollution control systems and compliance of consent conditions	Regular activity	31/05/2024
2	C to R	Rs. 5 Lakhs	15 days	Industry shall submit life time Bank Guarantee towards not to violate Environmental laws in future	Regular activity	31/05/2024

BG Forfeiture History

<i>Srno.</i>	<i>Consent (C2E/C2O/C2R)</i>	<i>Amount of BG Imposed</i>	<i>Submission Period</i>	<i>Purpose of BG</i>	<i>Amount of BG Forfeiture</i>	<i>Reason of BG Forfeiture</i>
NA						

BG Return details

<i>Srno.</i>	<i>Consent (C2E/C2O/C2R)</i>	<i>BG Imposed</i>	<i>Purpose of BG</i>	<i>Amount of BG Returned</i>
NA				

SCHEDULE-IV
General Conditions:

1. The Energy source for lighting purpose shall preferably be LED based
2. The PP shall harvest rainwater from roof tops of the buildings and storm water drains to recharge the ground water and utilize the same for different industrial applications within the plant
3. Conditions for D.G. Set
 - a) Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically.
 - b) Industry should provide acoustic enclosure for control of noise. The acoustic enclosure/ acoustic treatment of the room should be designed for minimum 25 dB (A) insertion loss or for meeting the ambient noise standards, whichever is on higher side. A suitable exhaust muffler with insertion loss of 25 dB (A) shall also be provided. The measurement of insertion loss will be done at different points at 0.5 meters from acoustic enclosure/room and then average.
 - c) Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.
 - d) Installation of DG Set must be strictly in compliance with recommendations of DG Set manufacturer.
 - e) A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.
 - f) D.G. Set shall be operated only in case of power failure.
 - g) The applicant should not cause any nuisance in the surrounding area due to operation of D.G. Set.
 - h) The applicant shall comply with the notification of MoEFCC, India on Environment (Protection) second Amendment Rules vide GSR 371(E) dated 17.05.2002 and its amendments regarding noise limit for generator sets run with diesel.
4. The applicant shall maintain good housekeeping.
5. The non-hazardous solid waste arising in the factory premises, sweepings, etc. be disposed of scientifically so as not to cause any nuisance / pollution. The applicant shall take necessary permissions from civic authorities for disposal of solid waste.
6. The applicant shall not change or alter the quantity, quality, the rate of discharge, temperature or the mode of the effluent/emissions or hazardous wastes or control equipments provided for without previous written permission of the Board. The industry will not carry out any activity, for which this consent has not been granted/without prior consent of the Board.
7. The industry shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.
8. The industry shall submit quarterly statement in respect of industries obligation towards consent and pollution control compliance's duly supported with documentary evidences (format can downloaded from MPCB official site).
9. The industry shall submit official e-mail address and any change will be duly informed to the MPCB.
10. The industry shall achieve the National Ambient Air Quality standards prescribed vide Government of India, Notification No. B-29016/20/90/PCI-L dated. 18.11.2009 as amended.

11. The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification thereof & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions. The Applicant shall obtain prior consent of the Board to take steps to establish the unit or establish any treatment and disposal system or an extension or addition thereto.
12. The industry shall ensure replacement of pollution control system or its parts after expiry of its expected life as defined by manufacturer so as to ensure the compliance of standards and safety of the operation thereof.
13. The PP shall provide personal protection equipment as per norms of Factory Act
14. Industry should monitor effluent quality, stack emissions and ambient air quality monthly/quarterly.
15. Whenever due to any accident or other unforeseen act or even, such emissions occur or is apprehended to occur in excess of standards laid down, such information shall be forthwith Reported to Board, concerned Police Station, office of Directorate of Health Services, Department of Explosives, Inspectorate of Factories and Local Body. In case of failure of pollution control equipments, the production process connected to it shall be stopped.
16. The applicant shall provide an alternate electric power source sufficient to operate all pollution control facilities installed to maintain compliance with the terms and conditions of the consent. In the absence, the applicant shall stop, reduce or otherwise, control production to abide by terms and conditions of this consent.
17. The industry shall recycle/reprocess/reuse/recover Hazardous Waste as per the provision contain in the Hazardous and Other Wastes (M & TM) Rules 2016, which can be recycled /processed /reused /recovered and only waste which has to be incinerated shall go to incineration and waste which can be used for land filling and cannot be recycled/reprocessed etc. should go for that purpose, in order to reduce load on incineration and landfill site/environment.
18. An inspection book shall be opened and made available to the Board's officers during their visit to the applicant.
19. Industry shall strictly comply with the Water (P&CP) Act, 1974, Air (P&CP) Act, 1981 and Environmental Protection Act, 1986 and industry specific standard under EP Rules 1986 which are available on MPCB website (www.mpcb.gov.in).
20. Separate drainage system shall be provided for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of the collection system with arrangement for measuring the flow. No effluent shall be admitted in the pipes/sewers downstream of the terminal manholes. No effluent shall find its way other than in designed and provided collection system.
21. Neither storm water nor discharge from other premises shall be allowed to mix with the effluents from the factory.
22. The industry should not cause any nuisance in surrounding area.
23. The industry shall take adequate measures for control of noise levels from its own sources within the premises so as to maintain ambient air quality standard in respect of noise to less than 75 dB (A) during day time and 70 dB (A) during night time. Day time is reckoned in between 6 a.m. and 10 p.m. and night time is reckoned between 10 p.m. and 6 a.m.

24. The industry shall create the Environmental Cell by appointing an Environmental Engineer, Chemist and Agriculture expert for looking after day to day activities related to Environment and irrigation field where treated effluent is used for irrigation.
25. The applicant shall provide ports in the chimney/(s) and facilities such as ladder, platform etc. for monitoring the air emissions and the same shall be open for inspection to/and for use of the Board's Staff. The chimney(s) vents attached to various sources of emission shall be designated by numbers such as S-1, S-2, etc. and these shall be painted/ displayed to facilitate identification.
26. The industry should comply with the Hazardous and Other Wastes (M & TM) Rules, 2016 and submit the Annual Returns as per Rule 6(5) & 20(2) of Hazardous and Other Wastes (M & TM) Rules, 2016 for the preceding year April to March in Form-IV by 30th June of every year.
27. The applicant shall install a separate meter showing the consumption of energy for operation of domestic and industrial effluent treatment plants and air pollution control system. A register showing consumption of chemicals used for treatment shall be maintained.
28. The applicant shall bring minimum 33% of the available open land under green coverage/ plantation. The applicant shall submit a yearly statement by 30th September every year on available open plot area, number of trees surviving as on 31st March of the year and number of trees planted by September end.
29. The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification thereof & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions.
30. The firm shall submit to this office, the 30th day of September every year, the Environment Statement Report for the financial year ending 31st March in the prescribed FORM-V as per the provisions of Rule 14 of the Environment (Protection) (second Amendment) Rules, 1992.
31. The Applicant shall obtain necessary prior permission for providing additional control equipment with necessary specifications and operation thereof or alteration or replacement/alteration well before its life come to an end or erection of new pollution control equipment.
32. The Board reserves its rights to vary all or any of the condition in the consent, if due to any technological improvement or otherwise such variation (including the change of any control equipment, other in whole or in part is necessary).
33. The applicant shall provide facility for collection of environmental samples and samples of trade and sewage effluents, air emissions and hazardous waste to the Board staff at the terminal or designated points and shall pay to the Board for the services rendered in this behalf.

This certificate is digitally & electronically signed.

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MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010706/24010437
 Fax: 24023516
 Website: <http://mpcb.gov.in>
 Email: cac-cell@mpcb.gov.in



Kalpataru Point, 2nd and
 4th floor, Opp. Cine Planet
 Cinema, Near Sion Circle,
 Sion (E), Mumbai-400022

RED/L.S.I (R44)
 No:- Format1.0/CC/UAN
 No.0000131672/CE/2209000483

Date: 11/09/2022

To,
 M/s. Echjay Industries Pvt Ltd
 Gat No.. 316, 330, Kasaramboli, Pirangut
 Tal. Mulshi, Dist-Pune, Maharashtra



Sub: Consent to Establish for expansion of existing unit under RED/LSI Category

- Ref:**
- Existing consent to operate granted vide No. APAE Section/UAN No.128344/CR/2205001081 dtd. 18/05/2022 valid upto 31/01/2024
 - Application for consent to establish for expansion vide UAN No. 131672
 - Decision of 10th Consent committee meeting held on 29/7/2022.

Your application No.MPCB-CONSENT-0000131672 Dated 08.02.2022

For: grant of Consent to Establish under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization under Rule 6 of the Hazardous & Other Wastes (Management & Transboundary Movement) Rules 2016 is considered and the consent is hereby granted subject to the following terms and conditions and as detailed in the schedule I, II, III & IV annexed to this order:

- The consent to establish is granted for a period up to commissioning of the unit or up to 5 year whichever is earlier.
- The capital investment of the project is Rs.45 Crs. (As per undertaking submitted by pp (Total CI Rs. 80.08 Cr. i.e Existing consented CI is Rs. 38.08 Crs + Expansion in C.I. by Rs. 45.0 Crs))
- Consent is valid for the manufacture of:

Sr No	Product	Maximum Quantity	UOM
Products			
1	Hypoid Gear (Crown & Pinion) with phosphating activity	5900	Sets/M

- Conditions under Water (P&CP), 1974 Act for discharge of effluent:

Sr No	Description	Permitted (in CMD)	Standards to	Disposal Path
1.	Trade effluent	0.7	As per Schedule-I	Recycle 100% to achieve ZLD
2.	Domestic effluent	0.4	As per Schedule-I	On land for gardening

5. Conditions under Air (P& CP) Act, 1981 for air emissions:

Sr No.	Stack No.	Description of stack / source	Number of Stack	Standards to be achieved
1	S-1	Phosphating section	1	As per Schedule -II

6. Non-Hazardous Wastes:

Sr No	Type of Waste	Quantity	UoM	Treatment	Disposal
1	MS scrap	20	MT/M	Recycling	Authorized recycler

7. Conditions under Hazardous & Other Wastes (M & T M) Rules 2016 for treatment and disposal of hazardous waste:

Sr No	Category No./ Type	Quantity	UoM	Treatment	Disposal
1	35.3 Chemical sludge from waste water treatment	50	Kg/M	Secured landfilling after treatment	Landfill at CHWTSDF
2	5.2 Wastes or residues containing oil	75	Kg/M	Incineration	at CHWTSDF
3	Grinding Dust	100	Kg/M	Secured landfilling after treatment	Landfill at CHWTSDF

8. The Board reserves the right to review, amend, suspend, revoke this consent and the same shall be binding on the industry.
9. This consent should not be construed as exemption from obtaining necessary NOC/ permission from any other Government authorities.
10. This consent is issued pursuant to the decision of the 10th Consent Committee Meeting held on 29/07/2022.
11. Project Proponent shall install Effluent treatment plant with advance technology to achieve Zero Liquid Discharge.
12. Project Proponent shall provide adequate air pollution control systems to phosphating.
13. Project Proponent shall submit Bank Guarantee of Rs. 5 lakhs towards O & M of pollution control systems an compliance of consent conditions. Bank guarantee shall be submit in favor of Regional Officer, M.P.C.Board, Office at Pune.
14. The applicant shall obtain Consent to Operate from Maharashtra Pollution Control Board before actual commencement of the Unit/Activity. (Establish)



Ashok Shingare



Signed by: Ashok Shingare
Member Secretary
For and on behalf of,
Maharashtra Pollution Control Board
msjimpchgovan
2022-09-11 19:23:41 IST

Received Consent fee of -

Sr.No	Amount(Rs.)	Transaction/DR.No.	Date	Transaction Type
1	75000.00	TXN2203002934	22/03/2022	Online Payment

Copy to:

1. Regional Officer, MPCB, Pune and Sub-Regional Officer, MPCB, Pune II
- They are directed to ensure the compliance of the consent conditions.
2. Chief Accounts Officer, MPCB, Sion, Mumbai

SCHEDULE-I

Terms & conditions for compliance of Water Pollution Control:

1. A) As per your application, you have proposed to provide Effluent Treatment Plant (ETP) of designed capacity of 1.00 CMD consisting of Other cod, Primary (Collection tank, Neutralization tank, Equalization tank, Flash mixer, Primary Clarifier/Primary Settling Tank), Tertiary (Pressure sand filter, Dual media filter, Activated carbon filter), Advanced treatment (Reverse osmosis, Evaporator) for the treatment of 0.7 CMD of trade effluent.
- B) The Applicant shall operate the effluent treatment plant (ETP) to treat the trade effluent and recycle the entire treated effluent into the process for various purposes such as for cooling, process & Scrubbing with metering system so as to achieve Zero Liquid Discharge. There shall be no discharge on land or outside factory premises.
- C) The Industry shall ensure connectivity of separate energy meter for pollution control system.
- D) The treated effluent shall be 100% recycled in process to achieve Zero Liquid Discharge. In no case, effluent shall find its way for gardening / outside factory premises.
2. A) As per your application, you have provided Septic Tank followed by Soak pit for the treatment of 0.4 CMD of sewage.
- B) The Applicant shall operate the sewage treatment system to treat the sewage so as to achieve the following standards.

Sr.No	Parameters	Standards (mg/l)	
1	BOD	Not to exceed	30 mg/l
2	Suspended Solid	Not to exceed	50 mg/l
3	COD	Not to exceed	100 mg/l

- C) The treated sewage shall be recycled for secondary purposes to the maximum extent and remaining shall be discharged on land for gardening within premise. In no case, sewage shall find its way for gardening / outside factory premises.
3. The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification there of & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions. The Applicant shall obtain prior consent of the Board to take steps to establish the unit or establish any treatment and disposal system or an extension or addition thereto.
4. The industry shall ensure replacement of pollution control system or its parts after expiry of its expected life as defined by manufacturer so as to ensure the compliance of standards and safety of the operation thereof.

5. The Applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and as amended, by installing water meters and other provisions as contained in the said act:

<i>Sr. No.</i>	<i>Purpose for water consumed</i>	<i>Water consumption quantity (CMD)</i>
1.	Industrial Cooling, spraying in mine pits or boiler feed	0.00
2.	Domestic purpose	0.50
3.	Processing whereby water gets polluted & pollutants are easily biodegradable	0.00
4.	Processing whereby water gets polluted & pollutants are not easily biodegradable and are toxic	1.00
5.	Gardening	0

6. The Applicant shall provide Specific Water Pollution control system as per the conditions of EP Act, 1986 and rule made there under from time to time/ Environmental Clearance/ CREP guidelines.



SCHEDULE-II

Terms & conditions for compliance of Air Pollution Control:

1. As per your application, you have proposed to provide the Air pollution control (APC) system and also to erect following stack (s) to observe the following fuel pattern:

Stack No.	Source	APC System provided/proposed	Stack Height(in mtr)	Type of Fuel	Sulphur Content(In %)	Pollutant	Standard
S-1	Phosphating Section	Scrubber	11.00	-	-	Acid Mist	35 Mg/Nm ³

2. The Applicant shall provide Specific Air Pollution control equipments as per the conditions of EP Act, 1986 and rule made there under from time to time/ Environmental Clearance / CREP guidelines.
3. The applicant shall operate and maintain above mentioned air pollution control system, so as to achieve the level of pollutants to the following standards:

Parameters	Standards (mg/l)	
TPM	Not to exceed	150 mg/Nm ³

4. The Applicant shall obtain necessary prior permission for providing additional control equipment with necessary specifications and operation thereof or alteration or replacement/alteration well before its life come to an end or erection of new pollution control equipment.
5. The Board reserves its rights to vary all or any of the condition in the consent, if due to any technological improvement or otherwise such variation (including the change of any control equipment, other in whole or in part is necessary).

SCHEDULE-III
Details of Bank Guarantees:

Sr. No.	Consent (C2E/C2O/C2R)	Amt of BG Imposed	Submission Period	Purpose of BG	Compliance Period	Validity Date
1	C to E	Rs. 5 lakhs	15 days	Towards O & M of pollution control systems and compliance of consent conditions	Upto commissioning of the unit or 5 years whichever is earlier	31/7/2025

BG Forfeiture History

Srno.	Consent (C2E/C2O/C2R)	Amount of BG imposed	Submission Period	Purpose of BG	Amount of BG Forfeiture	Reason of BG Forfeiture
NA						

BG Return details

Srno.	Consent (C2E/C2O/C2R)	BG imposed	Purpose of BG	Amount of BG Returned
NA				

SCHEDULE-IV
General Conditions:

1. The Energy source for lighting purpose shall preferably be LED based
2. The PP shall harvest rainwater from roof tops of the buildings and storm water drains to recharge the ground water and utilize the same for different industrial applications within the plant
3. Conditions for D.G. Set
 - a) Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically.
 - b) Industry should provide acoustic enclosure for control of noise. The acoustic enclosure/ acoustic treatment of the room should be designed for minimum 25 dB (A) insertion loss or for meeting the ambient noise standards, whichever is on higher side. A suitable exhaust muffler with insertion loss of 25 dB (A) shall also be provided. The measurement of insertion loss will be done at different points at 0.5 meters from acoustic enclosure/room and then average.
 - c) Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.
 - d) Installation of DG Set must be strictly in compliance with recommendations of DG Set manufacturer.
 - e) A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.
 - f) D.G. Set shall be operated only in case of power failure.
 - g) The applicant should not cause any nuisance in the surrounding area due to operation of D.G. Set.
 - h) The applicant shall comply with the notification of MoEFCC, India on Environment (Protection) second Amendment Rules vide GSR 371(E) dated 17.05.2002 and its amendments regarding noise limit for generator sets run with diesel.
4. The applicant shall maintain good housekeeping.
5. The non-hazardous solid waste arising in the factory premises, sweepings, etc. be disposed of scientifically so as not to cause any nuisance / pollution. The applicant shall take necessary permissions from civic authorities for disposal of solid waste.
6. The applicant shall not change or alter the quantity, quality, the rate of discharge, temperature or the mode of the effluent/emissions or hazardous wastes or control equipments provided for without previous written permission of the Board. The industry will not carry out any activity, for which this consent has not been granted/without prior consent of the Board.
7. The industry shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.
8. The industry shall submit quarterly statement in respect of industries obligation towards consent and pollution control compliance's duly supported with documentary evidences (format can downloaded from MPCB official site).
9. The industry shall submit official e-mail address and any change will be duly informed to the MPCB.
10. The industry shall achieve the National Ambient Air Quality standards prescribed vide Government of India, Notification No. B-29016/20/90/PCI-L dated. 18.11.2009 as amended.

11. The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification thereof & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions. The Applicant shall obtain prior consent of the Board to take steps to establish the unit or establish any treatment and disposal system or an extension or addition thereto.
12. The industry shall ensure replacement of pollution control system or its parts after expiry of its expected life as defined by manufacturer so as to ensure the compliance of standards and safety of the operation thereof.
13. The PP shall provide personal protection equipment as per norms of Factory Act 1948
14. Industry should monitor effluent quality, stack emissions and ambient air quality monthly/quarterly.
15. Whenever due to any accident or other unforeseen act or even, such emissions occur or is apprehended to occur in excess of standards laid down, such information shall be forthwith Reported to Board, concerned Police Station, office of Directorate of Health Services, Department of Explosives, Inspectorate of Factories and Local Body. In case of failure of pollution control equipments, the production process connected to it shall be stopped.
16. The applicant shall provide an alternate electric power source sufficient to operate all pollution control facilities installed to maintain compliance with the terms and conditions of the consent. In the absence, the applicant shall stop, reduce or otherwise, control production to abide by terms and conditions of this consent.
17. The industry shall recycle/reprocess/reuse/recover Hazardous Waste as per the provision contain in the Hazardous and Other Wastes (M & TM) Rules 2016, which can be recycled /processed /reused /recovered and only waste which has to be incinerated shall go to incineration and waste which can be used for land filling and cannot be recycled/reprocessed etc. should go for that purpose, in order to reduce load on incineration and landfill site/environment.
18. An inspection book shall be opened and made available to the Board's officers during their visit to the applicant.
19. Industry shall strictly comply with the Water (P&CP) Act, 1974, Air (P&CP) Act, 1981 and Environmental Protection Act, 1986 and industry specific standard under EP Rules 1986 which are available on MPCB website (www.mpcb.gov.in).
20. Separate drainage system shall be provided for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of the collection system with arrangement for measuring the flow. No effluent shall be admitted in the pipes/sewers downstream of the terminal manholes. No effluent shall find its way other than in designed and provided collection system.
21. Neither storm water nor discharge from other premises shall be allowed to mix with the effluents from the factory.
22. The industry should not cause any nuisance in surrounding area.
23. The industry shall take adequate measures for control of noise levels from its own sources within the premises so as to maintain ambient air quality standard in respect of noise to less than 75 dB (A) during day time and 70 dB (A) during night time. Day time is reckoned in between 6 a.m. and 10 p.m. and night time is reckoned between 10 p.m. and 6 a.m.

24. The industry shall create the Environmental Cell by appointing an Environmental Engineer, Chemist and Agriculture expert for looking after day to day activities related to Environment and irrigation field where treated effluent is used for irrigation.
25. The applicant shall provide ports in the chimney/(s) and facilities such as ladder, platform etc. for monitoring the air emissions and the same shall be open for inspection to/and for use of the Board's Staff. The chimney(s) vents attached to various sources of emission shall be designated by numbers such as S-1, S-2, etc. and these shall be painted/ displayed to facilitate identification.
26. The industry should comply with the Hazardous and Other Wastes (M & TM) Rules, 2016 and submit the Annual Returns as per Rule 6(5) & 20(2) of Hazardous and Other Wastes (M & TM) Rules, 2016 for the preceding year April to March in Form-IV by 30th June of every year.
27. The applicant shall install a separate meter showing the consumption of energy for operation of domestic and industrial effluent treatment plants and air pollution control system. A register showing consumption of chemicals used for treatment shall be maintained.
28. The applicant shall bring minimum 33% of the available open land under green coverage/ plantation. The applicant shall submit a yearly statement by 30th September every year on available open plot area, number of trees surviving as on 31st March of the year and number of trees planted by September end.
29. The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification thereof & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions.
30. The firm shall submit to this office, the 30th day of September every year, the Environment Statement Report for the financial year ending 31st March in the prescribed FORM-V as per the provisions of Rule 14 of the Environment (Protection) (second Amendment) Rules, 1992.
31. You shall obtain necessary prior permission for providing additional control equipment with necessary specifications and operation thereof or alteration or shall ensure replacement of pollution control system or its parts after expiry of its expected life as defined by manufacturer so as to ensure the compliance of standards and safety of the operation thereof.
32. The Board reserves its rights to vary all or any of the condition in the consent, if due to any technological improvement or otherwise such variation (including the change of any control equipment, other in whole or in part is necessary).
33. The applicant shall provide facility for collection of environmental samples and samples of trade and sewage effluents, air emissions and hazardous waste to the Board staff at the terminal or designated points and shall pay to the Board for the services rendered in this behalf.

This certificate is digitally & electronically signed.

Additional Director, Industrial Safety & Health, Pune Region 3, Kamgar Kalyan Bhavan, Second Floor, Plot No GP 163, G Block,
Sambhaji Nagar, Chinchwad, Pune. 411019.

Ref No: 122100000020518

दिनांक : 29/11/2019

प्रति

भोगवटादार / व्यवस्थापक,

ECHJAY INDUSTRIES PVT LTD
ECHJAY INDUSTRIES PVT LTD, 316, KASAR
AMBOLI,KASAR AMBOLI,KASAR
AMBOLI,Mulshi,Pune,MAHARASHTRA,412115

विषय: कारखाने अधिनियम, १९४८ खाली कारखाने नकाशे मंजूरीबाबत, इमारत त्याची बांधणी/कारखान्याची पुनर्रचना किंवा वाढीव बांधकाम.

संदर्भ: आपले पत्र क्र. १०००६४८५१९२१

दिनांक : १७/११/२०१९

उपरोक्त विषयाच्या संदर्भात नकाशाच्या दोन प्रतीपैकी एक प्रत मंजूर करून खालील अटीनुसार देण्यात येत आहे.

अटी

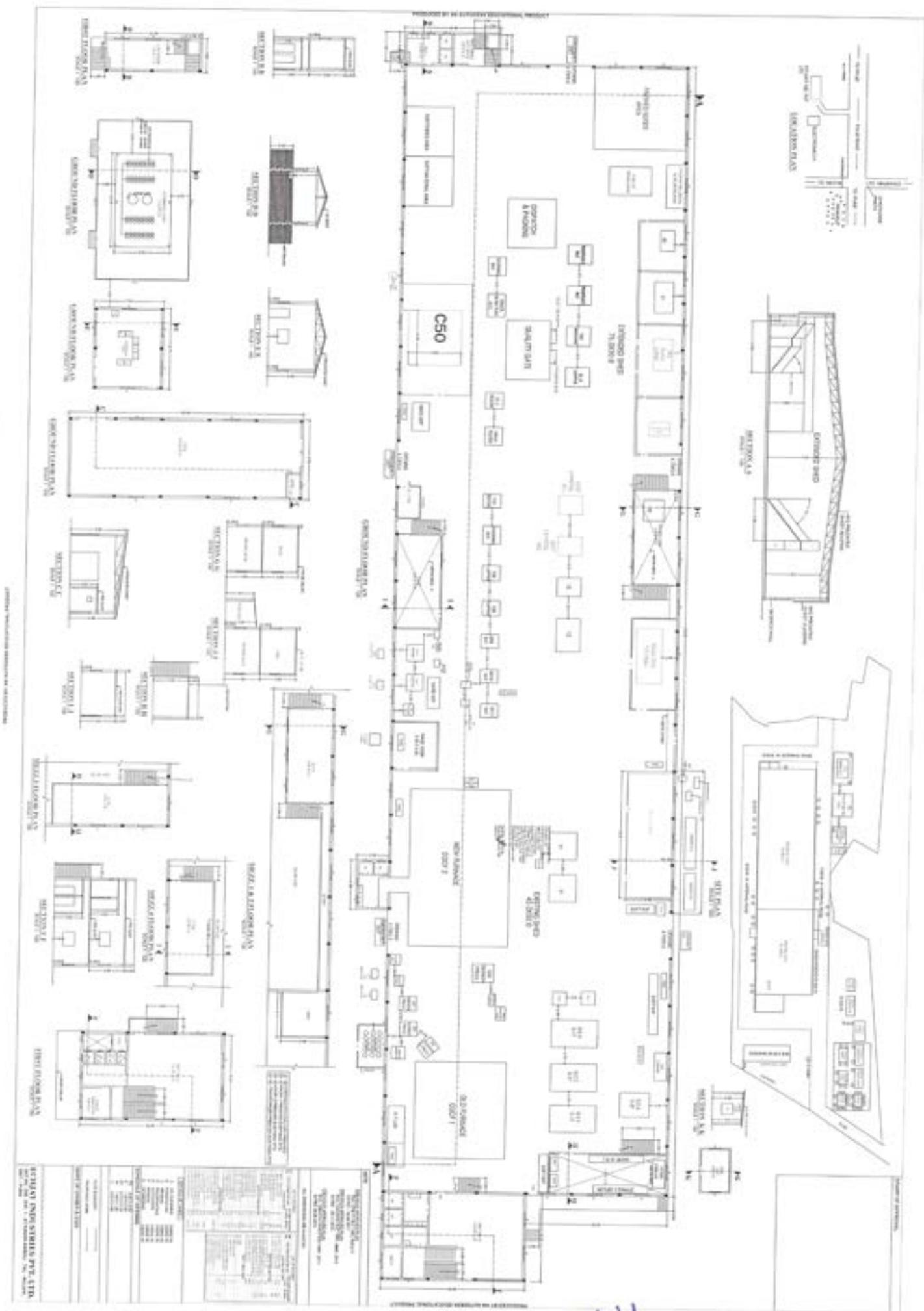
- 1 This approval is in continuation to earlier approval no. PLN/276/17/SLC/AKJ/4453/17 dated 03/10/2017 and extends to revised plant and machinery layout marked by pink color.
- 2 Fire fighting arrangement shall be provided in accordance with provisions of Rule 71-B of Maharashtra Factories Rules, 1963.
- 3 Fresh certificate of stability in respect of every work of engineering construction shall be obtained in Form No.1-A as per Rule 3-A of Maharashtra Factories Rules 1963.

Signature valid
Digitally Signed by
Ravindra Vilhal Giri
Date: 29-11-2019 15:53:48

आपला विश्वासू

अपर संचालक

औद्योगिक सुरक्षा व आरोग्य,पुणे ३



PROYECTO DE RECONSTRUCCION DEL INSTITUTO

CONSTRUCCION DEL INSTITUTO DE INVESTIGACIONES Y ENSEÑANZA

Handwritten mark resembling a stylized 'U' or '2'.

MAHARASHTRA ENVIRO POWER LTD

ISO 9001:2015 | EMS 14001 : 2015 | OHSAS 18001 : 2007 Certified Company
(Common Hazardous Waste Treatment, Storage and Disposal Facility)
The Corporate Identity Number (CIN) : U40105MH2005PLC158780



Doc No.: SMS/MEPL/MS/MS/PMC
Issue/Rev. No.: 04/00
Rev. Date: 01.02.2017

MAHARASHTRA ENVIRO POWER LTD

This is to certify that: M/s. ECHJAY INDUSTRIES PVT. LTD.
Address : Gat No.316, Kasar Amboli, Pirangut, Pune 412115 is a Valid
member of CHWTSDF (As per MOU with MIDC & MPCB), at Plot No. P-56,
Ranjangaon MIDC, Taluka - Shirur, Pune - 412 220.

Membership No. : MEPL/ 33004661

Membership Period: 29 March 2019 to 28 March 2024

For Maharashtra Enviro Power Ltd.

[Handwritten Signature]
Authorized signatory

[Handwritten Signature]
Marketing Coordinator



CHWTSDF : Plot No. P-56, Ranjangaon, Tal. Shirur, Dist. Pune Pin - 412220 Ph. : +91 - 2138-670352, Telefax : + 91-2138-670350

Pune Office : 201, Pirangut P-56 Rajangon, Ranjangaon, Maharashtra
Pune 412 220 India Ph. : +91 20 68801111 Fax : +91 20 68801100
Email : info@mepl.co.in Web : www.environmental.co.in / www.mepl.co.in
Regd. Office : 201, Ganga Prashad Bhawan, Near Rangdar Park,
Chhatrapati, Nagpur Ph. : +91-4712-255182/3 Telefax : +91-4712-4885100

Marketing Office (Addy. Block) Bajar Commercial Complex, 1st/2nd, 3rd Floor, Near APT Corner,
MIDC Area, Chhatrapati, Ranjangaon - 412110 Ph. : +91-240-2170847 Fax : +91-240-2470149
Email : info@mepl.co.in Web : www.environmental.co.in / www.mepl.co.in
Corporate Office : 201/11 Park, Pimpri, Nagpur - 449002
Ph. : +91-0712-6803000 Telefax : +91-0712-6885100

Environmental Laboratory Accredited by NABL, ISO-IEC 17025:2005 (C) : 139 & Recognized by MUEFSCC

U1

JV

ORIGINAL FOR RECIPIENT, DUPLICATE FOR TRANSPORTER, TRIPPLICATE FOR SUPPLIER

Maharashtra Enviro Power Limited

Ranjangaon

27

412220 - Ranjangaon, State Code :

PAN : AAECM3522C GSTIN : 27AAECM3522C1ZX

CIN : U40105MH2005PLC150780



Tax Invoice										Invoice Details			
Billed To: 3304661 ECHJAY INDUSTRIES PVT. LTD. GAT NO. 316, KASAR AMBOLI, PIRANGUT, PUNE - 412115 State Code : 27 - Maharashtra GSTIN : 27AAACE1157B128 PAN : AAACE1157B					Shipped To: 3304661 ECHJAY INDUSTRIES PVT. LTD. GAT NO. 316, KASAR AMBOLI, PIRANGUT, PUNE - 412115 State Code : 27 - Maharashtra GSTIN : 27AAACE1157B128 PAN : AAACE1157B					GST Invoice No. : 330221011749 GST Inv Date : 31.12.2021 Ref. Inv No. : 93079864 Cust Ref. No. :			
S.No.	Descr. Of Goods Services	HSN/SAC	Manifest	Qty	Unit	Rate	Amount	Taxable Value	CGST		SGST		
									Rate%	Amount	Rate%	Amount	
1	Waste Oil Customer PO - Mail Confirmation	999432	168720	0.260	MT	23,647.00	6,200.22	6,200.22	9.00	558.02	9.00	558.02	
2	OIL SOAKED COTTON WASTE and Customer PO	999432	168720	0.180	MT	27,300.00	4,537.50	4,537.50	9.00	408.38	9.00	408.38	
3	Empty Tins/Bareils upto 10 Ltrs Customer PO - Mail Confirmation	999432	168720	1	NO	23.00	161.00	161.00	9.00	14.49	9.00	14.49	
4	Empty Tins/Bareils 11 to 25 Ltrs Customer PO - Mail Confirmation	999432	168720	5	NO	40.00	200.00	200.00	9.00	18.00	9.00	18.00	
5	Empty Tins/Bareils 26 to 30 Customer PO - Mail Confirmation	999432	168720	2	NO	70.00	140.00	140.00	9.00	12.60	9.00	12.60	

JV. 338
Buyer
11.01.2022

ECHJAY INDUSTRIES PVT. LTD.

Material Inward

Date 5/01/22 Time 14:05

JV.No. 338 Sign. Nkoli

11.01.22

10

Manifest For Hazardous And Other Waste

Submitted Date : 31-12-2021

Apply as Generator

Unit Name	Plant Name	Submit To
Echjay Industries Pvt. Ltd.	Echjay Industries Pvt. Ltd.	SRO-Pune II

Sender name and mailing address (including phone no. and email.)			
Sender Name	Sender Address	Sender Mobile No.	Sender Email
ECHJAY INDUSTRIES PVT LTD	G.no-316, kasaramboli, shindewadi, pirangut, mulshi, pune 412115.	9821226815	udaaysanghvi@echjaypune.com

Sender authorisation No.	Manifest Document No.	Membership No. (if any)
19795/CC-1707000264	MPCB-HW_MANIFEST-0000168720	33004661

Transporter's name and address (including phone no. and email.)				
Transporter Name	Vehicle No.	Transporter Address	Transporter Mobile No.	Transporter Email
M/s. Maharashtra Enviro Power Limited Plot No. P-56, MIDC Ranjangaon, Tal. Shirur, Dist. Pune 412220	MH-12/IT-6996	Ranjangaon, Pune 412220	9922901536	gaurav.nayase@smsl.co.in

85093860

Waste Disposal Details												
Sr. No.	Date	Waste Category	Waste Name	Waste Qty	Waste Unit	Waste Disposal Fe	Facility	State	Name of unit	Address of unit	Contact of unit	Email of unit
1	29-12-2021	5.2 Wastes or residues containing oil	Oil Soaked cotton waste	0.165	MT	CHWTSDF	M/s. Maharashtra Enviro Power Ltd. (M/EPL), Ranjangaon, Pune.	Maharashtra	M/s. Maharashtra Enviro Power Ltd. (M/EPL)	Ranjangaon, Pune.	9011070450	gaurav.nayase@smsl.co.in
Number of Containers:		Physical Form		Special Handling Instructions And Additional Information								
1		Solid		Use hand gloves & mask								
2	29-12-2021	5.1 Used or spent oil	waste oil	0.260	KL	CHWTSDF	M/s. Maharashtra Enviro Power Ltd. (M/EPL), Ranjangaon, Pune.	Maharashtra	M/s. Maharashtra Enviro Power Ltd. (M/EPL)	Ranjangaon, Pune.	9011070450	gaurav.nayase@smsl.co.in
Number of Containers:		Physical Form		Special Handling Instructions And Additional Information								
2		Dry		use hand gloves & Mask								
3	29-12-2021	33.1 Empty barrels /containers /tins contaminated with hazardous chemicals /wastes	Empty Tin 0 to 10 Ltr. = 07 Nos, 11 to 25 Ltr = 5 Nos, 26 to 50 Ltr = 2 Nos.	14	Nos.	CHWTSDF	M/s. Maharashtra Enviro Power Ltd. (M/EPL), Ranjangaon, Pune.	Maharashtra	M/s. Maharashtra Enviro Power Ltd. (M/EPL)	Ranjangaon, Pune.	9011070450	gaurav.nayase@smsl.co.in
Number of Containers:		Physical Form		Special Handling Instructions And Additional Information								
14		Solid		use hand gloves and mask								

10

J.V

ORIGINAL FOR RECIPIENT, DUPLICATE FOR TRANSPORTER, TRIPLICATE FOR SUPPLIER

Maharashtra Enviro Power Limited

Engrg

20 - Ranjangaon, State Code : -
 AAECM3522C GSTIN : 27AAECM3522C1ZK
 U40105MH2005PLC150780



Tax Invoice

I To: 33004661 INDUSTRIES PVT. LTD. 316, KASAR AMBOLI, W/GUT, - 412115 Code : 27 - Maharashtra Y: 27AAACE1157B PAN : AAACE1157B	Shipped To: 33004661 ECHJAY INDUSTRIES PVT. LTD. GAT NO. 316, KASAR AMBOLI, PIRANGUT, PUNE - 412115 State Code : 27 - Maharashtra GSTIN : 27AAACE1157B PAN : AAACE1157B	Invoice Details	
		GST Invoice No. : 330222002592 GST Inv Date : 11.06.2022 Ref. Inv No : 00088094 Cust Ref. No. :	

Descr. Of Goods Services	HSN/SAC	Manifest	Qty	Unit	Rate	Amount	Taxable Value	CGST		SGST	
								Rate%	Amount	Rate%	Amount
Raise Oil Customer PO - Mail Confirmation	999432	23149	0.200	MT	29,240.79	6,725.36	6,725.36	9.00	605.29	9.00	605.29
Oil Soaked Cotton Waste Customer PO - TCO Acceptance	999432	23149	0.175	MT	32,431.42	5,707.90	5,707.90	9.00	513.71	9.00	513.71
Empty Tins/Banels upto 10 Ltrs Customer PO - TCO Acceptance	999432	23149	10	NO	25.00	250.00	250.00	9.00	22.50	9.00	22.50
Empty Tins/Banels 11 to 25 Ltrs Customer PO - TCO Acceptance	999432	23149	1	NO	44.00	44.00	44.00	9.00	3.96	9.00	3.96
Empty Tins/Banels 26 to 50 Customer PO - TCO Acceptance	999432	23149	1	NO	77.00	77.00	77.00	9.00	6.93	9.00	6.93

ECHJAY INDUSTRIES PVT. LTD.
 Material Inward

Date 12/06/22 Time 17:25
 JV. No. 48 ... Sign.

29.06

13.06.2022

Invoice Received

 13/06/22

U

Maharashtra Enviro Power Ltd

Plot no .P-56 MIDC Ranjangaon Tal. Shirur ,Dist.Pune

MEPL

Print Date :- 03/06/2022 : 18:01

Ticket No : : 8,303 Ticket Date : : 03/06/2022 18:01
Party : : ECHJAY INDUSTRIES
Vehicle No : : MH12JF1115
Item Name : : COTTON WASTE+1
SOURCE : : MEPL
TRANSPORTER : : MEPL
Gross Weight : : 3630 Kg. 03/06/2022 : 18:01
Tare Weight : : 2930 Kg. 03/06/2022 : 7:52
Net Weight : : 700 Kg.

OUR RESPONSIBILITY CEASES WHEN VEHICLE LEAVES THE PLATFORMOPERATOR'S SIGNATURE


Manifest For Hazardous And Other Waste

Submitted Date: 3/1/2022

Apply as Generator

Unit Name	Plant Name	State
Echjay Industries Pvt. Ltd.	Echjay Industries Pvt. Ltd.	MAHARASHTRA

Sender name and mailing address (including phone no. and email.)

Sender Name	Sender Address	Sender Mobile No.	Sender Email
ECHJAY INDUSTRIES PVT LTD	G.No-316, kataramboli, shinde-wadi, jangal, mulda, pune 412115	9121944136	echjay@echjay.com

Sender authorisation No	Manifest Document No	Waste Shipment No
19795/CC-170/000264	MRCB-HQ, MAHARASH-00071347	19795/CC-170/000264

Transporter's name and address (including phone no. and email.)

Transporter Name	Vehicle No.	Transporter Address	Transporter Mobile No.	Transporter Email
M/s. Maharashtira Energy Power Limited Plot No. P-56, MIDC Ranjanagar, Tal-Smrut, Dist. Pune 412220	MH-12/JF-1115	G.No-316, kataramboli, shinde-wadi, jangal, mulda, pune 412115	9121944136	echjay@echjay.com

25103887

Waste Disposal Details

Sr No	Date	Waste Category	Waste Name	Waste QTY	Waste Unit	Waste Disposal To	Facility	State	Name of unit	Address of unit	Contact of unit
1	01-06-2022	Sol. Acetone residues containing PAH	013 3 barrel cotton bag	1.176	MT	0127500	M/s. Maharashtira Energy Power Ltd (MELP) Ranjanagar, Pune	Maharashtra	M/s. Maharashtira Energy Power Ltd (MELP) Ranjanagar, Pune	Plot No. P-56, MIDC Ranjanagar, Tal-Smrut, Dist. Pune 412220	9121944136
Number of Containers		Physical Form		Special Handling Instructions (if any) and other relevant information							
1		Solid									
2	02-06-2022	Sol. Waste of liquid	Waste oil	0.210	MT	0127500	M/s. Maharashtira Energy Power Ltd (MELP) Ranjanagar, Pune	Maharashtra	M/s. Maharashtira Energy Power Ltd (MELP) Ranjanagar, Pune	Plot No. P-56, MIDC Ranjanagar, Tal-Smrut, Dist. Pune 412220	9121944136
Number of Containers		Physical Form		Special Handling Instructions (if any) and other relevant information							
1		Liquid									
3	03-06-2022	Sl. Waste of Barbed wire 10-15mm-1000 mm Hazardous character waste	17.074 Tn B 05.10 07.14 10 2270 25.00 100 20 kg 20 kg 1.11 Tn B	02	Tn B	0127500	M/s. Maharashtira Energy Power Ltd (MELP) Ranjanagar, Pune	Maharashtra	M/s. Maharashtira Energy Power Ltd (MELP) Ranjanagar, Pune	Plot No. P-56, MIDC Ranjanagar, Tal-Smrut, Dist. Pune 412220	9121944136
Number of Containers		Physical Form		Special Handling Instructions (if any) and other relevant information							
13		Solid									

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Echjay Industries Pvt. Ltd
 Gat No. 316, Kasar Amboli, Near Shindewadi,
 Tal - Mulshi, Dist - Pune,
 Pirangut, Pune 412115
 CIN: U27200MH1960PTC011912

405104 Maharashtra Enviro Power Ltd

Ledger Account

Ranjangaon, 27

1-Apr-19 to 26-Dec-22

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
21-Apr-21	Cr 212102 HDFC Bank Ltd 01852160000011 Advance 63/Apr 21/330221000323 7 Days E Net - NEFT - N111211481068390	BANK PAYMENT	63/Apr 21	25,858.00	
22-Apr-21	Dr (as per details) 765105 Hazardous Waste Disposal Exp CGST Input 9% SGST Input 9% Agst Ref 63/Apr 21/330221000323 7 Days	JOURNAL VOUCHER	22JV/Apr 21		25,858.00
				21,913.00 Dr 1,972.50 Dr 1,972.50 Dr 25,858.00 Cr	
1-Jan-22	Dr (as per details) 765105 Hazardous Waste Disposal Exp CGST Input 9% SGST Input 9% New Ref 704/JV/Jan 22/011749 7 Days	JOURNAL VOUCHER	713JV/Jan 22		18,471.00
				15,653.00 Dr 1,409.00 Dr 1,409.00 Dr 18,471.00 Cr	
6-Jan-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 704/JV/Jan 22/011749 7 Days Maharashtra Enviro Pvt Ltd - Bill No 330221011749	BANK PAYMENT	751/Jan 22	18,471.00	
				44,329.00	44,329.00
13-Jun-22	Cr 212102 HDFC Bank Ltd 01852160000011 Advance 239/Jan 22/330222002592 7 Days MAHARASHTRA ENVIRO PVT LTD -	BANK PAYMENT	238/Jun 22	28,515.00	
16-Jun-22	Dr (as per details) 765105 Hazardous Waste Disposal Exp CGST Input 9% SGST Input 9% Agst Ref 239/Jan 22/330222002592 7 Days	JOURNAL VOUCHER	207JV/Jun 22		28,515.00
				24,165.00 Dr 2,175.00 Dr 2,175.00 Dr 28,515.00 Cr	
				72,844.00	72,844.00

10'

सहाद्री वॉटर सप्लायर्स

मु. पो. कासार आंबोली, ता. मुळशी, जि. पुणे.

मो. नं. ९७६३७७६५६५, ८६०५२५६५६५

प्रोग्रा. : श्रीराम (आबा) सुतार

श्री.

Echjay Ind. Pvt. Ltd.
Kasay Amboli

चलन नं. : 564

दिनांक : 31/10/22

क्र.

तपशील

दर

रूपये

11/10/22 to 31/10/22

1 Month water

Suppliers -

ECHJAY INDUSTRIES PVT. LTD.
Material Inward

Date 31-10-22 Time 15:00

JV. No. 305 Sign. [Signature]

Invoice

Received

[Signature]
04/11/22

घेणाऱ्याची सही

सहाद्री वॉटर सप्लायर्स करिता

[Signature]
31/10/22

एकूण

16500/-

"U"



We understand your world

Echjay Industries Pvt. Ltd.

Customer ID : 7753423	Account Branch : 185
Account Number : 0185216000011	Nigdi
Joint Holders 1 : Not Applicable	Plot No 1, Sector 27a
Joint Holders 2 : Not Applicable	Prachikaran
Account Type : CURRENT - PREMIUM (216)	Nigdi
Statement From : 01/11/2022 To 30/11/2022	Pune
Currency : INR	Maharashtra
Nomination : Not Registered	411044
	RTGS/NEFT IFSC : HDFC000185 MICR 411240010

Current Account Details

Opening Balance : 2,27,58,238.71

Limit : 5,00,000.00

Txn Date	Narration	Withdrawals	Deposits	Closing Balance
09/11/2022	NEFT - SBIN0004230 - Stellar Engineering - 38358917870 - Stellar Engineering Value Dt 09/11/2022 Ref N313222199517906	8,909.00	0.00	1,10,48,794.71
10/11/2022	Chq Paid-MICR CTS-MU-ARORA REFRACTORIES Value Dt 10/11/2022 Ref 000000008733	64,900.00	0.00	1,09,83,894.71
10/11/2022	Chq Paid-MICR CTS-MU-PRISM IT SOLUTIONS Value Dt 10/11/2022 Ref 000000008787	16,048.00	0.00	1,09,67,846.71
10/11/2022	Chq Paid-MICR CTS-MU-MICROTECH SPLINE GA Value Dt 10/11/2022 Ref 000000008751	35,731.00	0.00	1,09,32,115.71
10/11/2022	Chq Paid-MICR CTS-MU-SAHYADRI WATER SUPP Value Dt 10/11/2022 Ref 000000008785	16,500.00	0.00	1,09,15,615.71
10/11/2022	ENT AMC SOFT TOK 22-23_ECHJ 291022-MIR2331437294131 Value Dt 10/11/2022 Ref MIR2331437294131	88.50	0.00	1,09,15,527.21
10/11/2022	ENT AMC SOFT TOK 22-23_ECHJ 291022-MIR2331437294142 Value Dt 10/11/2022 Ref MIR2331437294142	88.50	0.00	1,09,15,438.71
10/11/2022	FT - Dr - 24931930000151 - VISHAL B TAPKIR Value Dt 10/11/2022 Ref 000000008778	20,790.00	0.00	1,08,94,648.71
10/11/2022	FT - Comac India P L - 50200013282516 - Comac India P L Value Dt 10/11/2022 Ref 279280136	1,00,000.00	0.00	1,07,94,648.71
10/11/2022	2610381236-MAHINDRA AND MAHINDRA 0951 Value Dt 10/11/2022 Ref 211102076759	0.00	55,97,336.00	1,63,91,984.71

सहाद्री वॉटर सप्लायर्स

मु. पो. कासार आंबोली, ता. मुळशी, जि. पुणे.

मो. नं. ९७६३७७६५६५, ८६०५२५६५६५

प्रोग्रा. : श्रीराम (आबा) सुतार

श्री.

Echjay Ind. Pvt. Ltd
Kasaramboli

दिनांक : 26-12-2022

मी सह्याद्री वॉटर सप्लायर्स तर्फे
प्रोग्रायटर. श्रीराम (आबा) सुतार मी Echjay Ind. Pvt. Ltd
या कंपनीला माझ्या मालकीच्या विहरीकडून
वापरण्यासाठी व गार्डनसाठी पाणी पुरवठा करतो.

सह्याद्री वॉटर सप्लायर्स करिता

26/12/2022

27th Dec, 2021

To,
Sahyadri Water Supply
At post Kasaramboi,
Tal. Mulshi,
Dist. Pune .

Kind Attn: - Mr. Shriram Sutar

Subject: - Drinking water Analysis Report

Dear Sir,

In reference to the water samples received on 17.12.2021 please find the details below:

Drinking water Analysis Samples: Report No.:- A24482

1. Well Water

Coliform parameter of Well Water sample does not conform to IS 10500:2012 Ammd.2,2018 specification of drinking water.

Suggestions:-

- Water can be used for drinking purpose after passing through the purifying system.

Hope you will find everything in line. If you have any query, please be free to contact us.

Thanking you,
Yours truly,
For Vipanan Analytical Technologies LLP.
For
Bhagyashree Khadkhar



Echjay Industries Pvt. Ltd
 Gat No. 316, Kasar Amboli, Near Shindewadi,
 Tal - Mulshi, Dist - Pune,
 Pirangut, Pune 412115
 CIN: U27200MH1960PTC011912

406679 SAHYADRI WATER SUPPLIERS

Ledger Account

KASAR AMBOLI, TAL MULASHI, PUNE

1-Apr-19 to 26-Dec-22

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
1-Apr-19	Dr Opening Balance				15,000.00
12-Apr-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 1250JV/Mar 19/401 15,000.00 Dr <i>Cheque No 997166 - Sahyadri Water Suppliers</i>		45/Apr 19	15,000.00	
30-Apr-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 80JV/Apr 19/409 15,000.00 Cr <i>1 Month Unlimited Water Supply in April 2019</i>		81JV/Apr 19		15,000.00
9-May-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 80JV/Apr 19/409 15,000.00 Dr <i>Cheque No 997279 - Sahyadri Water Suppliers</i>		146/May 19	15,000.00	
31-May-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 158JV/May 19/418 15,000.00 Cr <i>1 Month Unlimited Water Supply in May 2019</i>		168JV/May 19		15,000.00
10-Jun-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 158JV/May 19/418 15,000.00 Dr <i>Cheque No 997398 - Sahyadri water suppliers</i>		248/June 19	15,000.00	
30-Jun-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 282JV/June 19/426 15,000.00 Cr <i>1 Month Unlimited Water Supply in June 2019</i>		282JV/June 19		15,000.00
10-Jul-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 282JV/June 19/426 15,000.00 Dr <i>Cheque No 997522 - Sahyadri Water Suppliers</i>		351/July 19	15,000.00	
31-Jul-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 369JV/July 19/444 15,000.00 Cr		369JV/July 19		15,000.00
12-Aug-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 369JV/July 19/444 15,000.00 Dr <i>Cheque no 997624 - Sahyadri Water Suppliers</i>		439/Aug 19	15,000.00	
31-Aug-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 458JV/Aug 19/448 15,000.00 Cr <i>August 2019</i>		458JV/Aug 19		15,000.00
11-Sep-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 458JV/Aug 19/448 15,000.00 Dr <i>Cheque No 997709 - Sahyadri Water Suppliers</i>		503/Sep 19	15,000.00	
29-Sep-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 581JV/Sep 19/451 15,000.00 Cr <i>Sep 19</i>		582JV/Sep 19		15,000.00
Carried Over				90,000.00	1,05,000.00

Echjay Industries Pvt. Ltd

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-19 to 26-Dec-22

Page 2

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			90,000.00	1,05,000.00
10-Oct-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 581JV/Sep 19/451 15,000.00 Dr <i>Cheque no 997818 - Sahyadri Water Suppliers</i>		598/Oct 19	15,000.00	
30-Oct-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 672JV/Oct 19/454 15,000.00 Cr		672JV/Oct 19		15,000.00
10-Nov-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 672JV/Oct 19/454 15,000.00 Dr <i>Cheque No 997895 - Shyadri Water Suppliers</i>		655/Nov 19	15,000.00	
30-Nov-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 751JV/Nov 19/457 15,000.00 Cr		752JV/Nov 19		15,000.00
10-Dec-19	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 751JV/Nov 19/457 15,000.00 Dr <i>Cheque No 997963 - Sahyadri Water Suppliers</i>		710/Dec 19	15,000.00	
31-Dec-19	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 828JV/Jan 20/462 15,000.00 Cr <i>Dec 19</i>		833JV/Dec 19		15,000.00
10-Jan-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 828JV/Jan 20/462 15,000.00 Dr <i>Cheque no 998047 - Sahyadri Water Suppliers</i>		784/Jan 20	15,000.00	
31-Jan-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 900JV/Jan 20/467 15,000.00 Cr <i>JAN 20</i>		902JV/Jan 20		15,000.00
10-Feb-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 900JV/Jan 20/467 15,000.00 Dr <i>Cheque no 998133 - Sahyadri Water Suppliers</i>		858/Feb 20	15,000.00	
28-Feb-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 971JV/Feb 20/469 15,000.00 Cr <i>Feb 20</i>		980JV/Feb 20		15,000.00
11-Mar-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 971JV/Feb 20/469 15,000.00 Dr <i>Cheque No 998208 - Sahyadri Water Suppliers</i>		925/Mar 20	15,000.00	
30-Mar-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 1042JV/Mar 20/474 15,000.00 Cr		1061JV/Mar 20		15,000.00
				1,80,000.00	1,95,000.00
	Cr Closing Balance			15,000.00	
				1,95,000.00	1,95,000.00
1-Apr-20	Dr Opening Balance				15,000.00
30-Apr-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 11JV/Apr 20/480 15,000.00 Cr <i>April 20</i>		12JV/Apr 20		15,000.00
31-May-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 51JV/May 20/482 15,000.00 Cr <i>May 20</i>		54JV/May 20		15,000.00
	Carried Over				45,000.00

continued ...

Echjay Industries Pvt. Ltd

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-19 to 26-Dec-22

Page 3

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward				45,000.00
1-Jun-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 1042JV/Mar 20/474 Cheque No 998372 - Sahyadri Water Suppliers		32/Jun 20	15,000.00	
23-Jun-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 11JV/Apr 20/480 Agst Ref 51JV/May 20/482 Cheque No 998423 - Sahyadri Water Suppliers		75/Jun 20	30,000.00	
30-Jun-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 91JV/Jun 20/493		89JV/Jun 20		15,000.00
10-Jul-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 91JV/Jun 20/493 Cheque No 998483 - Sahyadri Water Suppliers		120/Jul 20	15,000.00	
31-Jul-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 154JV/Jul 20/495		154JV/Jul 20		15,000.00
10-Aug-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 154JV/Jul 20/495 Cheque No 998532 - Sahyadri Water Suppliers		166/Aug 20	15,000.00	
31-Aug-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 194JV/Aug 20/496 Aug 20		195JV/Aug 20		15,000.00
7-Sep-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 194JV/Aug 20/496 Cheque No 998554 - Sahyadri Water Suppliers		181/Sep 20	15,000.00	
30-Sep-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 258JV/Sep 20/497		260JV/Sep 20		15,000.00
7-Oct-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 258JV/Sep 20/497 Cheque No 998570 - Sahyadri Water Suppliers		218/Oct 20	15,000.00	
31-Oct-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 331JV/Oct 20/498		332JV/Oct 20		15,000.00
5-Nov-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 331JV/Oct 20/498 Cheque No 998647 - Sahyadri Water Suppliers		302/Nov 20	15,000.00	
30-Nov-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 391JV/Nov 20/500 NOV 20		390JV/Nov 20		15,000.00
11-Dec-20	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 391JV/Nov 20/500 Cheque No 998661 - Sahyadri Water Suppliers		359/Dec 20	15,000.00	
31-Dec-20	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 478JV/Dec 20/501		478JV/Dec 20		15,000.00
5-Jan-21	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 478JV/Dec 20/501 Cheque No 998692 - Sahyadri Water Suppliers		444/Jan 21	15,000.00	
	Carried Over			1,50,000.00	1,50,000.00

continued ...

Echjay Industries Pvt. Ltd

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-19 to 26-Dec-22

Page 4

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			1,50,000.00	1,50,000.00
31-Jan-21	Dr 726102 Maint. To Factory Building New Ref 574JV/Jan 21/502 jan 21	JOURNAL VOUCHER 15,000.00 Cr	574JV/Jan 21		15,000.00
10-Feb-21	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 574JV/Jan 21/502 Cheque No 998898 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	561/Jan 21	15,000.00	
28-Feb-21	Dr 726102 Maint. To Factory Building New Ref 680JV/Jan 21/503 Feb 21	JOURNAL VOUCHER 15,000.00 Cr	679JV/Jan 21		15,000.00
6-Mar-21	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 680JV/Jan 21/503 Cheque No 998946 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	616/Mar 21	15,000.00	
31-Mar-21	Dr 726102 Maint. To Factory Building New Ref 791JV/Mar 21/505 March 21	JOURNAL VOUCHER 15,000.00 Cr	791JV/Mar 21		15,000.00
	Cr Closing Balance			1,80,000.00 15,000.00	1,95,000.00
				1,95,000.00	1,95,000.00
1-Apr-21	Dr Opening Balance				15,000.00
6-Apr-21	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 791JV/Mar 21/505 Cheque No 999112 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	15/Apr 21	15,000.00	
30-Apr-21	Dr 726102 Maint. To Factory Building New Ref 63JV/Apr 21/511 April 21	JOURNAL VOUCHER 15,000.00 Cr	64JV/Apr 21		15,000.00
10-May-21	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 63JV/Apr 21/511 Cheque No 999201 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	120/May 21	15,000.00	
31-May-21	Dr 726102 Maint. To Factory Building New Ref 116JV/May 21/515 May 21	JOURNAL VOUCHER 15,000.00 Cr	118JV/May 21		15,000.00
11-Jun-21	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 116JV/May 21/515 Cheque No 999258 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	205/June 21	15,000.00	
30-Jun-21	Dr 726102 Maint. To Factory Building New Ref 197JV/June 21/516 Water Supply for June 2021	JOURNAL VOUCHER 15,000.00 Cr	199JV/June 21		15,000.00
6-Jul-21	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 197JV/June 21/516 Cheque No 999300 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	261/July 21	15,000.00	
31-Jul-21	Dr 726102 Maint. To Factory Building New Ref 268JV/July 21/518 july 21	JOURNAL VOUCHER 15,000.00 Cr	269JV/July 21		15,000.00
	Carried Over			60,000.00	75,000.00

Echjay Industries Pvt. Ltd

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-19 to 26-Dec-22

Page 5

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			60,000.00	75,000.00
5-Aug-21	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 268JV/Jul 21/518 15,000.00 Dr <i>Cheque no 999341 - Sahyadri Water Suppliers</i>		330/Aug 21	15,000.00	
31-Aug-21	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 378JV/Aug 21/519 15,000.00 Cr <i>WATER SUPPLY BILL AUG 2021</i>		376JV/Aug 21		15,000.00
7-Sep-21	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 378JV/Aug 21/519 15,000.00 Dr <i>Cheque No 999419 - Sahyadri Water Suppliers</i>		423/Sep 21	15,000.00	
6-Oct-21	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 460JV/Oct 21/520 15,000.00 Cr <i>sep 21</i>		488JV/Oct 21		15,000.00
8-Oct-21	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 460JV/Oct 21/520 15,000.00 Dr <i>Cheque No 999504 - Shyadri Water Suppliers</i>		511/Oct 21	15,000.00	
31-Oct-21	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 546JV/Oct 21/521 15,000.00 Cr <i>Oct 21</i>		547JV/Oct 21		15,000.00
2-Nov-21	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 546JV/Oct 21/521 15,000.00 Dr <i>Cheque no 999583 - Sahyadri Water Suppliers</i>		600/Nov 21	15,000.00	
30-Nov-21	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 616JV/Nov 21/522 15,000.00 Cr <i>Nov 21</i>		623JV/Nov 21		15,000.00
10-Dec-21	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 616JV/Nov 21/522 15,000.00 Dr <i>Cheque No 006510 - Sahyadri Water Supplies</i>		681/Dec 21	15,000.00	
31-Dec-21	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 694JV/Dec 21/523 15,000.00 Cr <i>Dec - 21</i>		695JV/Dec 21		15,000.00
12-Jan-22	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 694JV/Dec 21/523 15,000.00 Dr <i>Cheque No 999653 - Sahyadri Water Suppliers</i>		779/Jan 22	15,000.00	
31-Jan-22	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 768JV/Jan 22/524 15,000.00 Cr <i>Jan 2022</i>		771JV/Jan 22		15,000.00
7-Feb-22	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 768JV/Jan 22/524 15,000.00 Dr <i>Cheque No 999701 - Sahyadri Water Supplies</i>		835/Feb 22	15,000.00	
28-Feb-22	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 830JV/Feb 22/526 15,000.00 Cr <i>Feb - 2022</i>		834JV/Feb 22		15,000.00
9-Mar-22	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 830JV/Feb 22/526 15,000.00 Dr <i>Cheque no 999774 - Sahyadri Water Suppliers</i>		913/Marc 22	15,000.00	
	Carried Over			1,80,000.00	1,80,000.00

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Echjay Industries Pvt. Ltd

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-19 to 26-Dec-22

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			1,80,000.00	1,80,000.00
31-Mar-22	Dr 726102 Maint. To Factory Building New Ref 921JV/Mar 22/527 March - 2022	JOURNAL VOUCHER 15,000.00 Cr	922JV/Mar 22		15,000.00
				1,80,000.00	1,95,000.00
	Cr Closing Balance			15,000.00	
				1,95,000.00	1,95,000.00
1-Apr-22	Dr Opening Balance				15,000.00
4-Apr-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 921JV/Mar 22/527 Cheque no 999842 - Shyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	4/Apr 22	15,000.00	
30-Apr-22	Dr 726102 Maint. To Factory Building New Ref 57/Apr 22/534 April - 2022	JOURNAL VOUCHER 16,500.00 Cr	57JV/Apr 22		16,500.00
10-May-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 57/Apr 22/534 Cheque No 008219 - Sahyadri Water Suppliers	BANK PAYMENT 16,500.00 Dr	120/May 22	16,500.00	
31-May-22	Dr 726102 Maint. To Factory Building New Ref 165JV/May 22/537 May 2022	JOURNAL VOUCHER 16,500.00 Cr	165JV/May 22		16,500.00
11-Jun-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 165JV/May 22/537 Cheque No 008310 - Sahyadri Water Suppliers	BANK PAYMENT 16,500.00 Dr	218/Jun 22	16,500.00	
30-Jun-22	Dr 726102 Maint. To Factory Building New Ref 242JV/Jun 22/554 June - 2022	JOURNAL VOUCHER 16,500.00 Cr	242JV/Jun 22		16,500.00
11-Jul-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 242JV/Jun 22/554 Cheque No 008433 - Sahyadri Water Suppliers	BANK PAYMENT 16,500.00 Dr	319/July 22	16,500.00	
31-Jul-22	Dr 726102 Maint. To Factory Building New Ref 331JV/July 22/558 Jul - 2022	JOURNAL VOUCHER 16,500.00 Cr	332JV/July 22		16,500.00
8-Aug-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 331JV/July 22/558 Cheque No 008488 - Sahyadri Water Supplies	BANK PAYMENT 16,500.00 Dr	410/Aug 22	16,500.00	
31-Aug-22	Dr 726102 Maint. To Factory Building New Ref 449JV/Aug 22/561 August 2022	JOURNAL VOUCHER 16,500.00 Cr	447JV/Aug 22		16,500.00
5-Sep-22	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 449JV/Aug 22/561 Cheque no 008582 - Sahyadri Water Suppliers	BANK PAYMENT 16,500.00 Dr	506/Sep 22	16,500.00	
30-Sep-22	Dr 726102 Maint. To Factory Building New Ref 564JV/Sep 22/563 Sep 2022	JOURNAL VOUCHER 16,500.00 Cr	564JV/Sep 22		16,500.00
	Carried Over			97,500.00	1,14,000.00

continued ...

Echjay Industries Pvt. Ltd

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-19 to 26-Dec-22

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			97,500.00	1,14,000.00
11-Oct-22	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 564JV/Sep 22/563 16,500.00 Dr Cheque No 008708 - Sahyadri Water Suppliers		636/Oct 22	16,500.00	
31-Oct-22	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 649JV/Oct 22/564 16,500.00 Cr Oct 2022		649JV/Oct 22		16,500.00
7-Nov-22	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 649JV/Oct 22/564 16,500.00 Dr Cheque No 008785 - Sahyadri Water Supplies		719/Nov 22	16,500.00	
30-Nov-22	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 717JV/Nov 22/566 16,500.00 Cr Nov 2022		719JV/Nov 22		16,500.00
13-Dec-22	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 717JV/Nov 22/566 16,500.00 Dr Cheque No. 008875 - SAHYADRI WATER SUPPLIERS		819/Dec 22	16,500.00	
				1,47,000.00	1,47,000.00

Echjay Industries Pvt. Ltd - From 2017-19

Gat No. 316, Kasar Amboli, Pirangut, Pune 412111

CIN: U27200MH1960PTC011912

406679 SAHYADRI WATER SUPPLIERS

Ledger Account

KASAR AMBOLI, TAL MULASHI, PUNE

1-Apr-17 to 31-Mar-19

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
1-Apr-17	Dr Opening Balance				17,500.00
8-Apr-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 1933JV/Mar 17/158 17,500.00 Dr <i>Cheque No 006705 - Sahyadri Water Suppliers</i>		20/Apr 17	17,500.00	
13-May-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Advance 190/Mar 17/162 15,000.00 Dr <i>Cheque No 006923 - Sahyadri Water Suppliers</i>		190/May 17	15,000.00	
16-May-17	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER Agst Ref 190/Mar 17/162 15,000.00 Cr <i>April 17</i>		143JV/May 17		15,000.00
5-Jun-17	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 220JV/June 17/181 15,000.00 Cr <i>MAY 17</i>		233JV/June 17		15,000.00
12-Jun-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 220JV/June 17/181 15,000.00 Dr <i>Cheque No 007048 - Sahyadri Water Suppliers</i>		294/June 17	15,000.00	
30-Jun-17	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 283JV/July 17/187 15,000.00 Cr <i>june 17 - water supply</i>		291JV/June 17		15,000.00
12-Jul-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 283JV/July 17/187 15,000.00 Dr <i>Cheque No 007153 - Sahyadri Water Suppliers</i>		379/July 17	15,000.00	
17-Aug-17	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 389JV/Aug 17/191 15,000.00 Cr <i>July 17</i>		414JV/Aug 17		15,000.00
21-Aug-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 389JV/Aug 17/191 15,000.00 Dr <i>Cheque No 007268 - Sahyadri Water Suppliers</i>		457/Aug 17	15,000.00	
13-Sep-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT New Ref 489JV/Sep 17/302 15,000.00 Dr <i>Cheque No 007369 - Sahyadri Water Suppliers</i>		526/Sep 17	15,000.00	
	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER Agst Ref 489JV/Sep 17/302 15,000.00 Cr <i>aUG 17</i>		507JV/Sep 17		15,000.00
2-Oct-17	Dr 726102 Maint. To Factory Building JOURNAL VOUCHER New Ref 556JV/Oct 17/304 15,000.00 Cr		584JV/Oct 17		15,000.00
9-Oct-17	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 556JV/Oct 17/304 15,000.00 Dr <i>Cheque No 007514 - Sahyadri Water Suppliers</i>		621/Oct 17	15,000.00	
Carried Over				1,07,500.00	1,07,500.00

Echjay Industries Pvt. Ltd - From 2017-19

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-17 to 31-Mar-19

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			1,07,500.00	1,07,500.00
1-Nov-17	Dr 726102 Maint. To Factory Building New Ref 640JV/Nov 17/309	JOURNAL VOUCHER 15,000.00 Cr	674JV/Nov 17		15,000.00
16-Nov-17	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 640JV/Nov 17/309	BANK PAYMENT 15,000.00 Dr	747/Nov 17	15,000.00	
	Cheque No 007717 - Sahyadri Water Suppliers				
30-Nov-17	Dr 726102 Maint. To Factory Building New Ref 716JV/Nov 17/313	JOURNAL VOUCHER 15,000.00 Cr	742JV/Nov 17		15,000.00
11-Dec-17	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 716JV/Nov 17/313	BANK PAYMENT 15,000.00 Dr	803/Dec 17	15,000.00	
	Cheque No 007800 - Sahyadri Water Suppliers				
2-Jan-18	Dr 726102 Maint. To Factory Building New Ref 850JV/Jan 18/320	JOURNAL VOUCHER 15,000.00 Cr	872JV/Jan 18		15,000.00
	Dec 17				
17-Jan-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 850JV/Jan 18/320	BANK PAYMENT 15,000.00 Dr	961/Jan 18	15,000.00	
	Cheque No 008022 - Sahyadri Water Supplier				
8-Feb-18	Dr 726102 Maint. To Factory Building New Ref 944JV/Jan 18/324	JOURNAL VOUCHER 15,000.00 Cr	964JV/Jan 18		15,000.00
	Jan 18				
10-Feb-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 944JV/Jan 18/324	BANK PAYMENT 15,000.00 Dr	1048/Jan 18	15,000.00	
	Cheque No 995129 - Sahyadri Water Suppliers				
7-Mar-18	Dr 726102 Maint. To Factory Building New Ref 1063JV/Mar 18/329	JOURNAL VOUCHER 15,000.00 Cr	1073JV/Mar 18		15,000.00
11-Mar-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 1063JV/Mar 18/329	BANK PAYMENT 15,000.00 Dr	1166/Mar 18	15,000.00	
	Cheque No 995291 - Sahyadri Water Suppliers				
31-Mar-18	Dr 726102 Maint. To Factory Building New Ref 1179JV/Mar 18/334	JOURNAL VOUCHER 15,000.00 Cr	1188JV/Mar 18		15,000.00
	March 2018				
				1,82,500.00	1,97,500.00
	Cr Closing Balance			15,000.00	
				1,97,500.00	1,97,500.00
1-Apr-18	Dr Opening Balance				15,000.00
10-Apr-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 1179JV/Mar 18/334	BANK PAYMENT 15,000.00 Dr	63/Apr 18	15,000.00	
	Cheque No 995450 - Sahyadri Water Suppliers				
30-Apr-18	Dr 726102 Maint. To Factory Building New Ref 71JV/Apr 18/345	JOURNAL VOUCHER 15,000.00 Cr	71JV/Apr 18		15,000.00
	April 18				
9-May-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 71JV/Apr 18/345	BANK PAYMENT 15,000.00 Dr	167/May 18	15,000.00	
	Cheque No 995593 - Sahyadri Water Suppliers				
	Carried Over			30,000.00	30,000.00

Echjay Industries Pvt. Ltd - From 2017-19

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-17 to 31-Mar-19

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			30,000.00	30,000.00
31-May-18	Dr 726102 Maint. To Factory Building New Ref 156JV/May 18/354 mAY 18	JOURNAL VOUCHER 15,000.00 Cr	158JV/May 18		15,000.00
6-Jun-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 156JV/May 18/354 Cheque No 995700 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	245/Jun 18	15,000.00	
30-Jun-18	Dr 726102 Maint. To Factory Building New Ref 279JV/Jun 18/363 June 2018	JOURNAL VOUCHER 15,000.00 Cr	280JV/Jun 18		15,000.00
10-Jul-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 279JV/Jun 18/363 Cheque No 995904 - Sahyadri Water Supplier	BANK PAYMENT 15,000.00 Dr	399/July 18	15,000.00	
31-Jul-18	Dr 726102 Maint. To Factory Building New Ref 374JV/Jul 18/366 July 2018	JOURNAL VOUCHER 15,000.00 Cr	378JV/Jul 18		15,000.00
10-Aug-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 374JV/Jul 18/366 Cheque No 996033 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	500/Aug 18	15,000.00	
31-Aug-18	Dr 726102 Maint. To Factory Building New Ref 487JV/Aug 18/369 1 Month Unlimited Water Supply in August 2018	JOURNAL VOUCHER 15,000.00 Cr	495JV/Aug 18		15,000.00
10-Sep-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 487JV/Aug 18/369 Cheque No 996193 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	621/Sep 18	15,000.00	
30-Sep-18	Dr 726102 Maint. To Factory Building New Ref 588JV/Sep 18/374 1 Month Unlimited Water Supply in September 2018	JOURNAL VOUCHER 15,000.00 Cr	590JV/Sep 18		15,000.00
10-Oct-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 588JV/Sep 18/374 Cheque No 996353 - Sahyadri Water Supplies	BANK PAYMENT 15,000.00 Dr	742/Oct 18	15,000.00	
31-Oct-18	Dr 726102 Maint. To Factory Building New Ref 679JV/Oct 18/378 1 Month Unlimited Water Supply in October 2018	JOURNAL VOUCHER 15,000.00 Cr	686JV/Oct 18		15,000.00
12-Nov-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 679JV/Oct 18/378 Cheque no 996529 - Sahyadri Water Supplier	BANK PAYMENT 15,000.00 Dr	881/Nov 18	15,000.00	
30-Nov-18	Dr 726102 Maint. To Factory Building New Ref 802JV/Nov 18/382 1 Month Unlimited Water Supply in November 2018	JOURNAL VOUCHER 15,000.00 Cr	809JV/Nov 18		15,000.00
10-Dec-18	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 802JV/Nov 18/382 Cheque No 996657 - Sahyadri Water Suppliers	BANK PAYMENT 15,000.00 Dr	982/Dec 18	15,000.00	
	Carried Over			1,35,000.00	1,35,000.00

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Echjay Industries Pvt. Ltd - From 2017-19

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-17 to 31-Mar-19

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			1,35,000.00	1,35,000.00
31-Dec-18	Dr 726102 Maint. To Factory Building New Ref 901JV/Dec 18/385 1 Month Unlimited Water Supply in December 2018	JOURNAL VOUCHER	902JV/Dec 18	15,000.00	15,000.00
10-Jan-19	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 901JV/Dec 18/385 Cheque no 996794 - Sahyadri Water Suppliers	BANK PAYMENT	1085/Jan 19	15,000.00	
31-Jan-19	Dr 726102 Maint. To Factory Building New Ref 997JV/Jan 19/392 1 Month Unlimited Water Supply In January 2019	JOURNAL VOUCHER	1001JV/Jan 19	15,000.00	15,000.00
10-Feb-19	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 997JV/Jan 19/392 Cheque No 996907 - Sahyadri Water Suppliers	BANK PAYMENT	1179/Feb 19	15,000.00	
28-Feb-19	Dr 726102 Maint. To Factory Building New Ref 1116JV/Feb 19/398 1 Month Unlimited Water Supply in February 2019	JOURNAL VOUCHER	1116JV/Feb 19	15,000.00	15,000.00
11-Mar-19	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 1116JV/Feb 19/398 Cheque No 997044 - Shyadri Watter Suppliers	BANK PAYMENT	1275/Mar 19	15,000.00	
31-Mar-19	Dr 726102 Maint. To Factory Building New Ref 1250JV/Mar 19/401 1 Month Unlimited Water Supply in March 2019	JOURNAL VOUCHER	1252JV/Mar 19	15,000.00	15,000.00
	Cr Closing Balance			1,80,000.00	1,95,000.00
				15,000.00	
				1,95,000.00	1,95,000.00

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Echjay Industries Pvt. Ltd - From 2014-17

Gat No. 316, Kasar Amboli, Pirangut, Pune 412111

CIN: U27200MH1960PTC011912

406679 SAHYADRI WATER SUPPLIERS

Ledger Account

KASAR AMBOLI, TAL MULASHI, PUNE

1-Apr-14 to 31-Mar-17

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
1-Apr-14	Dr Opening Balance				24,400.00
1-Apr-14	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT		1/APRIL-14	24,400.00	
	Agst Ref 94/MAR-14/	12,400.00 Dr			
	Agst Ref 96/APR/42	12,000.00 Dr			
31-May-14	Dr 726102 Maint. To Factory Building J V 14-15		232		12,000.00
	New Ref 98/may-14	12,000.00 Cr			
30-Jun-14	Dr 726102 Maint. To Factory Building J V 14-15		344		12,000.00
	New Ref 100/30.06.14	12,000.00 Cr			
	1 MONTH WATER SUPPLY 01.06.14 TO 30.06.14				
11-Jul-14	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT		410/JUL-14	24,000.00	
	Agst Ref 100/30.06.14	12,000.00 Dr			
	Agst Ref 98/may-14	12,000.00 Dr			
25-Jul-14	Dr 726102 Maint. To Factory Building J V 14-15		474		10,000.00
	New Ref 110/25.07.14	10,000.00 Cr			
	25 DAY WATER SUPPLY 01.07.14 TO 25.07.14.				
6-Aug-14	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT		526/AUG-14	10,000.00	
	Agst Ref 110/25.07.14	10,000.00 Dr			
	CH 2256				
				58,400.00	58,400.00
31-May-15	Dr 726102 Maint. To Factory Building JV 15-16		228/May 15		10,000.00
	New Ref 207/May 15/123	10,000.00 Cr			
	water supply for 1 months				
5-Jun-15	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT		263/JUN-15	10,000.00	
	Agst Ref 207/May 15/123	10,000.00 Dr			
	Cheque no 003376 - Sahyadri water Suppliers				
				10,000.00	10,000.00
18-Apr-16	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT		98/April 16	15,000.00	
	Advance 98/April 16/139	15,000.00 Dr			
	Cheque No 004864 - Sahyadri Water Suppliers				
25-Apr-16	Dr 726102 Maint. To Factory Building JV 16-17		80JV/April 16		15,000.00
	Agst Ref 98/April 16/139	15,000.00 Cr			
	water tanker supply				
12-May-16	Dr 726102 Maint. To Factory Building JV 16-17		199JV/May 16		15,000.00
	New Ref 171JV/May 16/141	15,000.00 Cr			
	water supply 12/4/16 to 12/5/16				
14-May-16	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT		204/May 16	15,000.00	
	Agst Ref 171JV/May 16/141	15,000.00 Dr			
	Cheque No 005000 - Sahyadri Water Suppliers				
20-Jun-16	Dr 726102 Maint. To Factory Building JV 16-17		387JV/Jun 16		15,000.00
	New Ref 355JV/Jun 16/143	15,000.00 Cr			
	May 16				
	Carried Over			30,000.00	45,000.00

Echjay Industries Pvt. Ltd - From 2014-17

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-14 to 31-Mar-17

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Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			30,000.00	45,000.00
21-Jun-16	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 355JV/June 16/143 Cheque No 005230 - Sahyadri Water Suppliers		392/June 16	15,000.00	
14-Jul-16	Dr 726102 Maint. To Factory Building JV 16-17 New Ref 505/Jul 16/147		543JV/Jul 16		15,000.00
20-Jul-16	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 505/Jul 16/147 Cheque No 005376 - Sahyadri Water Suppliers		506/Jul 16	15,000.00	
31-Mar-17	Dr 726102 Maint. To Factory Building JV 16-17 New Ref 1933JV/Mar 17/158 March 17 - Water Supply Charges		1954JV/Mar 17		17,500.00
				1,28,400.00	1,45,900.00
Cr	Closing Balance			17,500.00	
				1,45,900.00	1,45,900.00

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Echjay Industries Pvt. Ltd - From 2009-14

Gat No. 316, Kasar Amboli, Pirangut, Pune 412111

CIN: U27200MH1960PTC011912

406679 SAHYADRI WATER SUPPLIERS

Ledger Account

KASAR AMBOLI, TAL MULASHI, PUNE

1-Apr-12 to 31-Mar-14

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
19-Feb-13	Dr 726102 Maint. To Factory Building New Ref 65/FEB-13 R V NO 1622	Purchases 12-13 14,030.00 Cr	1502		14,030.00
28-Feb-13	Dr 103011 FACTORY BUILD II New Ref 67/WATER SUPPL 19/2 TO 28/2/2013	Journal 5,400.00 Cr	EIPL/PUNE 22		5,400.00
1-Mar-13	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 65/FEB-13 WATER SUPPLY HARDWARE MAT SUPPLY BILL	BANK PAYMENT 14,030.00 Dr	1403/MAR-13	14,030.00	
13-Mar-13	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 67/WATER SUPPL WATER SUPPL FROM 19/2 TO 28/2	BANK PAYMENT 5,400.00 Dr	1481/MAR-13	5,400.00	
31-Mar-13	Dr 103011 FACTORY BUILD II New Ref 69/MAR-13 1825	Purchases 12-13 18,600.00 Cr	1696		18,600.00
	Dr 726102 Maint. To Factory Building New Ref 70/MAR-13 1826	Purchases 12-13 6,400.00 Cr	1697		6,400.00
				19,430.00	44,430.00
	Cr Closing Balance			25,000.00	44,430.00
				44,430.00	44,430.00
1-Apr-13	Dr Opening Balance				25,000.00
3-Apr-13	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 69/MAR-13 Agst Ref 70/MAR-13	BANK PAYMENT 18,600.00 Dr 6,400.00 Dr	18/APRIL-13	25,000.00	
30-Apr-13	Dr 726102 Maint. To Factory Building New Ref 96/APR/42	JRNL 13-14 12,000.00 Cr	93		12,000.00
28-May-13	Dr 103011 FACTORY BUILD II New Ref 75/april-13 WATER SUPPLY CHARGES PAYABLE	JRNL 13-14 18,000.00 Cr	172		18,000.00
	Dr 726102 Maint. To Factory Building New Ref 76/MAIN	JRNL 13-14 12,000.00 Cr	173		12,000.00
	Dr 103011 FACTORY BUILD II New Ref 71/ APRIL-13 WATER SUPPLY CONNECTION FITING CHARGES	JRNL 13-14 3,780.00 Cr	174		3,780.00
	Cr 212102 HDFC Bank Ltd 01852160000011 Agst Ref 71/ APRIL-13 Agst Ref 75/april-13 Agst Ref 76/MAIN	BANK PAYMENT 3,780.00 Dr 18,000.00 Dr 12,000.00 Dr	277/MAY-13	33,780.00	
31-May-13	Dr 103011 FACTORY BUILD II New Ref 79/MAY-13 WATER SUPPLY CHARGES PAYABLE MAY-2013	JRNL 13-14 18,600.00 Cr	195		18,600.00
	Carried Over			58,780.00	89,380.00

Echjay Industries Pvt. Ltd - From 2009-14

406679 SAHYADRI WATER SUPPLIERS Ledger Account : 1-Apr-12 to 31-Mar-14

Page 2

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			58,780.00	89,380.00
31-May-13	Dr 726102 Maint. To Factory Building New Ref 80/MAIN/MAY-13	JRNL 13-14 12,400.00 Cr	196		12,400.00
3-Jun-13	Cr 510101 TRADE DISCOUNT Agst Ref 79/MAY-13 MAY BILL DISCOUNT	JRNL 13-14 1,000.00 Dr	256	1,000.00	
	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 79/MAY-13 Agst Ref 80/MAIN/MAY-13 WATER SUPPLY BILL PAID		306/JUNE-13	30,000.00	
30-Jun-13	Dr 726102 Maint. To Factory Building New Ref 83/JUNE-13 WATER SUPPLY CHARGES	JRNL 13-14 6,000.00 Cr	361		6,000.00
	Dr 103011 FACTORY BUILD II New Ref 82/JUNE-13 WATER SUPPLY CHARGES PAYABLE	JRNL 13-14 18,000.00 Cr	374		18,000.00
24-Jul-13	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 83/JUNE-13 WATER SUPPLY CHARGES PAID		527/JUL-13	6,000.00	
	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 82/JUNE-13		532/JUL-13	18,000.00	
7-Mar-14	Dr 103011 FACTORY BUILD II New Ref 92/FEB-14/244	JRNL 13-14 4,400.00 Cr	1516		4,400.00
	Cr 212102 HDFC Bank Ltd 01852160000011 BANK PAYMENT Agst Ref 92/FEB-14/244 WATER SUPPLY CHARGES PAID		1492/MAR-14	4,400.00	
31-Mar-14	Dr 726102 Maint. To Factory Building New Ref 94/MAR-14/	JRNL 13-14 12,400.00 Cr	1726		12,400.00
				1,18,180.00	1,42,580.00
	Cr Closing Balance			24,400.00	
				<u>1,42,580.00</u>	<u>1,42,580.00</u>

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CAS 257

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MAHESH ENTERPRISES**SEFTY TANK CLEANING SERVICES & ALL TYPES OF BUILDING MATERIAL SUPPLIERS**

At. Post Pirangut, Tal. Mulshi, Dist Pune-412 115

Mob.: 9767214147, 9767214146, 9881589187

M/s. Echjay Endestrials.
Kasaramboli

Bill No.: 137

Date: 8/6/20

Sr. No.	Ch.No.	Particulars	Qty./Trip	Rate	Amount
①		31/5/20 S.T.P cleaning	6	800	4800/-
ECHJAY INDUSTRIES PVT. LTD. Material forward Date <u>04/06/20</u> Time <u>13:00</u> JV.No. <u>24</u> Sign. 				 TOTAL 4800/-	

Rs In words Four Thousand
eight hundred.For Amankar
MAHESH ENTERPRISES



258
K.L.AHER
Enterprises

INVOICE 57

A/p. Pirangut,
Tal. Mulshi, Dist. Pune.
Mob.: 9850000630, 9175000809
Email : klaher.enterprises@gmail.com

M/s. <u>AG Industries</u> <u>Echjay</u>	INVOICE NO.: 281
	DATE: 30/08/2021

No.	PARTICULARS	QTY.	RATE	AMOUNT
	softy table chn	06	850	5,100
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>ECHJAY INDUSTRIES PVT. LTD. Material Inward Date: 31/08/21 Time: 14:16 JV No: 173 Sign: </p> </div> <div style="width: 35%; text-align: center;"> <p>PAID Invoiced Received 21/08/21</p> </div> </div>				
TOTAL				5,100
₹ In Words : <u>five thousand</u> <u>one hundred only</u>				For K.L.Aher Enterprises Authorised Signatory

"U"



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Recognition valid upto 29/03/2021 • ISO 14001:2015. • OHSAS 18001:2007.

TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/AA/01

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: -- Ambient Air Sample.

a) Location: Near Main Gate

b) Sampling done by :- Lab Representative

c) Duration of Monitoring :- 24 hours

Details of Equipment used for monitoring

1) Make:- Polltech

2) Model:- Fine Dust Sampler

3) Sr. No.:- 3516

4) Date of Calibration:- 05/03/2020

5) Calibration due date:- 04/03/2021

Date of Monitoring :- 06/02/2021

Date(s) of testing :- 07/02/2021 to 13/02/2021

Chemical Analysis :-

Sr. No.	Test Done	Result	Unit	NAAQS	Test Method
01.	Ambient Temperature (Max/Min)	32/ 11	°C		
02.	Relative Humidity (RH)	29	%		
03.	PM ₁₀	75.87	µg/m ³	100	IS 5182
04.	PM _{2.5}	40.21	µg/m ³	60	IS 5182
05.	Sulphur dioxide	34.79	µg/m ³	80	IS 5182
06.	NO _x	39.55	µg/m ³	80	IS 5182
07.	Carbon Monoxide (1 Hr)	0.72	mg/m ³	04	IS 5182
08.	Ozone (1 Hr)	Not Detected	µg/m ³	180	IS 5182
09.	Lead (Pb)	Not Detected	µg/m ³	1.0	IS 5182
10.	Ammonia (NH ₃)	29.98	µg/m ³	400	IS 5182
11.	Benzene (C ₆ H ₆)	Not Detected	µg/m ³	5	IS 5182
12.	Benzo(a)pyrene (Particulate phase only)	Not Detected	ng/m ³	1	IS 5182
13.	Arsenic (As)	Not Detected	ng/m ³	6	IS 5182
14.	Nickel (Ni)	Not Detected	ng/m ³	20	IS 5182

Note: NAAQS - National Ambient Air Quality Standards.

Remark: - As per NAAQS parameters mentioned above, this ambient location conforms to its standards.

End Of Report

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Checked by

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Laboratory Address : Sr. NO. 126/10, Plot No. 1, Hadapsar Industrial Estate, Hadapsar, Pune - 411 013.

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under EPA 1986 Vide Gazette of India Notification S.O.1953 (E), dated 02/06/2016.
Recognition valid upto 29/03/2021 • ISO 14001:2015 • OHSAS 18001:2007.

TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/AA/02

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: -- Ambient Air Sample.

a) Location: Company Back Side

b) Sampling done by :- Lab Representative

c) Duration of Monitoring : - 24 hours

Details of Equipment used for monitoring

1) Make:- Polltech

2) Model:- Fine Dust Sampler

3) Sr. No.:- 3716

4) Date of Calibration:- 05/03/2020

5) Calibration due date:- 04/03/2021

Date of Monitoring :- 06/02/2021

Date(s) of testing :- 07/02/2021 to 13/02/2021

Chemical Analysis :-

Sr. No.	Test Done	Result	Unit	NAAQS	Test Method
01.	Ambient Temperature (Max/Min)	32/ 11	°C		
02.	Relative Humidity (RH)	32	%		
03.	PM ₁₀	81.37	µg/m ³	100	IS 5182
04.	PM _{2.5}	42.93	µg/m ³	60	IS 5182
05.	Sulphur dioxide	28.12	µg/m ³	80	IS 5182
06.	NO _x	33.10	µg/m ³	80	IS 5182
07.	Carbon Monoxide (1 Hr)	0.84	mg/m ³	04	IS 5182
08.	Ozone (1 Hr)	Not Detected	µg/m ³	180	IS 5182
09.	Lead (Pb)	Not Detected	µg/m ³	1.0	IS 5182
10.	Ammonia (NH ₃)	34.11	µg/m ³	400	IS 5182
11.	Benzene (C ₆ H ₆)	Not Detected	µg/m ³	5	IS 5182
12.	Benzo(a)pyrene (Particulate phase only)	Not Detected	ng/m ³	1	IS 5182
13.	Arsenic (As)	Not Detected	ng/m ³	6	IS 5182
14.	Nickel (Ni)	Not Detected	ng/m ³	20	IS 5182

Note: NAAQS - National Ambient Air Quality Standards.

Remark: - As per NAAQS parameters mentioned above, this ambient location conforms to its standards.

End Of Report

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Author 



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TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/WA/01

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: -- Work Zone Air Sample.

a) Location: Area Grinding

b) Sampling done by :- Lab Representative

c) Duration of Monitoring : - 08 hour

Date of Monitoring :- 06/02/2021

Date of Receipt in this Lab. :- 07/02/2021

Date(s) of testing: - 07/02/2021 to 13/02/2021

Equipment Used :- Handy Air Sampler

Sr. No- 1112 Calibration Date: 25/07/2020

Next Calibration Due:- 24/07/2021

Chemical Analysis :-

Sr. No.	Test Done	Result	Unit	Factories Act Standards
1	Shop Temperature	29.9	°C	--
2	Relative Humidity	33	% RH	
3	Sampling Duration	480	Min	
4	Suspended Particulate Matter (SPM)	190.56	µg/m ³	Not Specified
5	Respirable Suspended Particulate Matter (RSPM)	93.25	µg/m ³	Not Specified
6	Sulphur dioxide	101.03	µg/m ³	≤ 5000
7	Oxides of Nitrogen	82.61	µg/m ³	≤ 6000

Remark: - Test Results are well within the Standards.

End Of Report

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Analyst



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Recognition valid upto 29/03/2021 • ISO 14001:2015 • OHSAS 18001:2007.

TEST REPORT				Report Date :- 13/02/2021
Test Report No. :- FHHL/2102/07/WA/02				
Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD. Gat No. 316, Kasar Amboli, Shindewadi, Pirangut, Tal - Mulshi, Dist - Pune.				Page No. :- 1 of 1
Description of sample: -- Work Zone Air Sample.				
a) Location: Near Furnace CGFC 1		c) Duration of Monitoring : - 08 hour		
b) Sampling done by :- Lab Representative				
Date of Monitoring :- 06/02/2021		Equipment Used :- Handy Air Sampler		
Date of Receipt in this Lab. :- 07/02/2021		Sr. No- 1212 Calibration Date: 25/07/2020		
Date(s) of testing: - 07/02/2021 to 13/02/2021		Next Calibration Due:- 24/07/2021		
Chemical Analysis :-				
Sr. No.	Test Done	Result	Unit	Factories Act Standards
1	Shop Temperature	31.4	°C	--
2	Relative Humidity	28	% RH	
3	Sampling Duration	480	Min	
4	Suspended Particulate Matter (SPM)	224.57	µg/m ³	Not Specified
5	Respirable Suspended Particulate Matter (RSPM)	101.23	µg/m ³	Not Specified
6	Sulphur dioxide	159.86	µg/m ³	≤ 5000
7	Oxides of Nitrogen	174.12	µg/m ³	≤ 6000
Remark: - Test Results are well within the Standards.				
End Of Report				
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				Authorised Signatory



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TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/N/01

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: -- Work zone Noise Level Monitoring

a) Monitoring done by :- Lab Representative

b) Test Method :- Instrumental

Details of Equipment used for monitoring

1) Make:- HTC 2) Model:- SL 1350

3) Sr. No.:- SM1

4) Date of Calibration:- 05/10/2020

5) Calibration due date:- 04/10/2021

Date of Monitoring :- 06/02/2021

Time of Monitoring:- Day Time :- 10:30 Hrs to 18:30 Hrs

Duration of Monitoring :- 8 Hrs

Location of performance :- On-site

Work zone Noise Level Monitoring :-

Sr. No.	Location	Result (TWA for 8 Hrs)	Unit	The Factories Act 1948, standards
1.	Quality Gate	67.0	dB(A)	≤ 90
2.	Packaging area	68.7	dB(A)	≤ 90
3.	Electric Department Room	58.2	dB(A)	≤ 90
4.	Near OERLIKON T 50 M/C	62.4	dB(A)	≤ 90
5.	In Quality Lab (QA LAB)	67.2	dB(A)	≤ 90
6.	Near CNC Area	73.5	dB(A)	≤ 90
7.	Near Shot Blasting M/C	78.5	dB(A)	≤ 90
8.	Near Gleason M/C	72.2	dB(A)	≤ 90
9.	Near CGFC 1 (furnace)	69.4	dB(A)	≤ 90
10.	Gear Cutting Tooling & Fixtures	68.6	dB(A)	≤ 90
11.	Reception	50.6	dB(A)	≤ 90
12.	1 st Floor Office Area	51.4	dB(A)	≤ 90

Remark: Monitoring Results are well within the Limits.

End Of Report.

Checked by



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Authorised Signatory



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Recognition valid upto 29/03/2021 • ISO 14001:2015, • OHSAS 18001:2007.

TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/N/02

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: --Ambient Noise Level Monitoring

a) Monitoring done by :- Lab Representative
b) Test Method :- Instrumental

Details of Equipment used for monitoring

1) Make:- HTC 2) Model:- SL 1350 3) Sr. No.:- SM1
4) Date of Calibration:- 05/10/2020 5) Calibration due date:- 04/10/2021

Date of Monitoring :- 06/02/2021

Time of Monitoring:- Day Time :- 06:00 Hrs to 22:00 Hrs
Night Time :- 22:00 Hrs to 06:00 Hrs

Duration of Monitoring :- 24 Hrs

Location of performance :- On-site

Ambient Noise Level Monitoring :-

Sr. No.	Location	Result		Unit (Leq)
		Day Time Limit 75 dB(A)	Night Time Limit 70 dB(A)	
1	Near Main Gate (East)	52.5	49.5	dB (A)
2	Near Back Side (West)	51.2	48.2	dB (A)
3	Near CGCF 1 (South)	54.1	50.1	dB (A)
4	Near Reception	53.5	49.3	dB (A)
5	Near DG Area (North)	58.1	51.8	dB (A)

Remark: Monitoring Results are well within the Limits.

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Recognition valid upto 29/03/2021 • ISO 14001:2015. • OHSAS 18001:2007.

TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/N/03

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: -- D.G. Set Noise Level Monitoring (Insertion Loss due to Acoustic Enclosure).

a) Monitoring done by :- Lab Representative

b) Test Method :- Instrumental

Details of Equipment used for monitoring

1) Make:- HTC 2) Model:- SL 1350

3) Sr. No.:- SM1

4) Date of Calibration:- 05/10/2020

5) Calibration due date:- 04/10/2021

Date of Monitoring :- 06/02/2021

Location of performance :- On-site

Insertion Loss due to D.G. Acoustic Room

Sr. No.	Location	Unit	Result	Insertion Loss Due to D.G. Acoustic Room
1	D.G. Set :- 160 KVA- Inside D.G. Acoustic Enclosure	dB (A)	100.6	26.5
	D.G. Set :- 160 KVA - (Outside D.G. Room/Enclosure) Average of four readings taken at 0.5 meter away.	dB(A)	74.1	
2	D.G. Set :- 750 KVA- Inside D.G. Acoustic Enclosure	dB (A)	101.5	26.3
	D.G. Set :- 750 KVA - (Outside D.G. Room/Enclosure) Average of four readings taken at 0.5 meter away.	dB(A)	75.2	
3	D.G. Set :- 500 KVA- Inside D.G. Acoustic Enclosure	dB (A)	106.6	26.2
	D.G. Set :- 500 KVA - (Outside D.G. Room/Enclosure) Average of four readings taken at 0.5 meter away.	dB(A)	80.4	

Standard Limit: - The Insertion Loss should be ≥ 25 dB(A).

Remark: - Insertion Loss due D.G. Acoustic Room satisfies the Standards.

End Of Report

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ROJAN DESHPANDE

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TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/L/01

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Details of Equipment used for monitoring

1) Make:- HTC

2) Model:- LX - 1

3) Date of Calibration:- 16/06/2020

4) Calibration due date:- 15/06/2021

Date of Survey :- 06/02/2021

Location of performance :- On Site

Illumination Survey (Intensity of Light)

Sr. No.	Test Done	Result	Units
1	Conference Hall	155	LUX
2	Reception Hall	215	LUX
3	1 st Floor Office	298	LUX
4	G/C Tooling & Fixtures	134	LUX
5	M/C GC - 4	256	LUX
6	M/C SKB Section	162	LUX
7	M/C C - 40	227	LUX
8	Grinding Area	255	LUX
9	QA Lab	317	LUX
10	P - 65	160	LUX
11	Quality gate (Inspection Table)	316	LUX
12	Parking Area	170	LUX
13	Electric Department	156	LUX
14	M/C T 50	334	LUX
15	Store	227	LUX
16	Shot Blasting Area	304	LUX
17	CGCF 2 Control Cabin	345	LUX

End Of Report

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ROHAN KUMAR PANDH

Authorized Signatory

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Recognition valid upto 29/03/2021 • ISO 14001:2015 • OHSAS 18001:2007.

TEST REPORT

Report Date :- 13/02/2021

Test Report No. :- FHHL/2102/07/VS/01

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No.:- 1 of 1

Description of Test: -- Ventilation Survey.

a) Location: Factory Shop

b) Survey done by :- Lab Representative

Date of Survey :- :- 06/02/2021

Sr. No.	Test Description	Result	Unit	Factories Act Standards
1	SHOP TEMPERATURE	28.7	Deg C	-
2	RELATIVE HUMIDITY	33	%	
3	SHOP VOLUME	32904	m ³	
4	INCOMING OPEN AREA	263.50	m ²	
5	INCOMING AIR VELOCITY	1.37	m/s	
6	NO. OF AIR CHANGES	39	Per Hour	

Equipment Used :- Digital Vane Probe Anemometer (HTC Make)

Sr. No- 6298 Calibration Date:- 07/10/2020

Next Calibration Due:-06/10/2021.

Remark: - Above results satisfying limits as per 'The Factories Act, 1948 Standards.

* Maharashtra Factories Rule -1963, Chapter -III , Rule:22-A, Clause-3 (c)

End Of Report

Checked by



ROHAN P. SHINDE

Authorised Signatory



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TEST REPORT

Report Date :- 08/03/2021

Test Report No. :- FHHL/2103/11/S/01

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: -- Stack Monitoring

a) Location: D.G. Set 160 KVA

b) Sample collected by :- Lab Representative

Date of Monitoring :- 02/03/2021

Date of Receipt in this Lab. :- 03/03/2021

Date(s) of testing :- 03/03/2021 to 08/03/2021

Details of Equipment used for monitoring: -

1) Equipment Used :- Stack Monitoring Kit

2) Sr. No- 3712

3) Date of Calibration:- 25/07/2020

4) Calibration due date:- 24/07/2021

Sr. No.	Description	Unit	Results	Protocol	MPCB Limits
01.	Material of Stack	--	MS	-	
02.	Stack Height above the Roof	mtr.	--	-	
03.	Type of Stack	--	Round	-	
04.	Flue Gas Temperature	K	468	IS 11255	
05.	Differential Pressure	mmWG	5.25	IS 11255	--
06.	Velocity	m/s	9.41	IS 11255	
07.	Dimensions of Stack (ID)	mtr.	0.100	IS 11255	
08.	Stack Area	m ²	0.0079	IS 11255	
09.	Gas Volume	Nm ³ /hr	169.37	IS 11255	
10.	Particulate Matter (PM)	mg/ Nm ³	18.55	IS 11255	≤ 150
11.	Sulphur Dioxide	mg/ Nm ³	124.01	IS 11255	-
12.	Sulphur Dioxide	Kg/day	0.50	IS 11255	-

Remark: Monitoring Results are well within the MPCB Limits.

End Of Report.

Checked by



ROHAN D'SHAPANDE

Authorized Laboratory

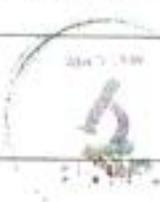
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Testing of • Food & Processed Food Products • Water
• Environmental Monitoring & Analysis • Packaging Material

Laboratory Recognized by Ministry of Environment Forest & Climate Change (MoEF & CC)
under EPA 1986 Vide Gazette of India Notification S.O.1953 (E), dated 02/06/2016,
Recognition valid upto 29/03/2021 • ISO 14001:2015, • OHSAS 18001:2007.

TEST REPORT				Report Date :- 08/03/2021	
Test Report No. :- FHHL/2103/11/S/03					
Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD. Gat No. 316, Kasar Amboli, Shindewadi, Pirangut, Tal – Mulshi, Dist – Pune.				Page No. :- 1 of 1	
Description of sample: --Stack Monitoring					
a) Location: D.G. Set 500 KVA					
b) Sample collected by :- Lab Representative					
Date of Monitoring :- 02/03/2021					
Date of Receipt in this Lab. :- 03/03/2021					
Date(s) of testing :- 03/03/2021 to 08/03/2021					
Details of Equipment used for monitoring: -					
1) Equipment Used :- Stack Monitoring Kit					
2) Sr. No- 3712					
3) Date of Calibration:- 25/07/2020					
4) Calibration due date:- 24/07/2021					
Sr. No.	Description	Unit	Results	Protocol	MPCB Limits
01.	Material of Stack	--	MS	-	
02.	Stack Height above the Roof	mtr.	--	-	
03.	Type of Stack	--	Round	-	
04.	Flue Gas Temperature	K	462	IS 11255	
05.	Differential Pressure	mmWG	4.00	IS 11255	--
06.	Velocity	m/s	8.16	IS 11255	
07.	Dimensions of Stack (ID)	mtr.	0.250	IS 11255	
08.	Stack Area	m ²	0.0491	IS 11255	
09.	Gas Volume	Nm ³ /hr	929.94	IS 11255	
10.	Particulate Matter (PM)	mg/ Nm ³	16.58	IS 11255	≤ 150
11.	Sulphur Dioxide	mg/ Nm ³	156.42	IS 11255	-
12.	Sulphur Dioxide	Kg/day	3.49	IS 11255	-
Remark: Monitoring Results are well within the MPCB Limits.					
End Of Report.					
Checked by				ROHAN DESHPANDE	
				Authorized Signatory	



FOOD HYGIENE & HEALTH LABORATORY

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Testing of • Food & Processed Food Products • Water
• Environmental Monitoring & Analysis • Packaging Material

Laboratory Recognized by Ministry of Environment Forest & Climate Change (MoEF & CC) under EPA 1986 Vide Gazette of India Notification S.O.1953 (E), dated 02/06/2016. Recognition valid upto 29/03/2021 • ISO 14001:2015. • OHSAS 18001:2007.

TEST REPORT

Report Date :- 08/03/2021

Test Report No. :- FHHL/2103/11/S/02

Customer Name & Address:- M/s. ECHJAY INDUSTRIES PVT. LTD.
Gat No. 316, Kasar Amboli,
Shindewadi, Pirangut,
Tal - Mulshi, Dist - Pune.

Page No. :- 1 of 1

Description of sample: --Stack Monitoring

- a) Location: D.G. Set 750 KVA
- b) Sample collected by :- Lab Representative

Date of Monitoring :- 02/03/2021
 Date of Receipt in this Lab. :- 03/03/2021
 Date(s) of testing :- 03/03/2021 to 08/03/2021

Details of Equipment used for monitoring: -

- 1) Equipment Used :- Stack Monitoring Kit
- 2) Sr. No- 3712
- 3) Date of Calibration:- 25/07/2020
- 4) Calibration due date:- 24/07/2021

Sr. No.	Description	Unit	Results	Protocol	MPCB Limits	
01.	Material of Stack	--	MS	-	--	
02.	Stack Height above the Roof	mtr.	---	-		
03.	Type of Stack	--	Round	-		
04.	Flue Gas Temperature	K	487	IS 11255		
05.	Differential Pressure	mmWG	5.00	IS 11255		
06.	Velocity	m/s	9.37	IS 11255		
07.	Dimensions of Stack (ID)	mtr.	0.200	IS 11255		
08.	Stack Area	m ²	0.0314	IS 11255		
09.	Gas Volume	Nm ³ /hr	648.11	IS 11255		
10.	Particulate Matter (PM)	mg/ Nm ³	20.37	IS 11255		≤ 150
11.	Sulphur Dioxide	mg/ Nm ³	271.19	IS 11255		-
12.	Sulphur Dioxide	Kg/day	4.22	IS 11255		-

Remark: Monitoring Results are well within the MPCB Limits.

End Of Report.

Checked by



ROHAN DESHPANDE
Air Quality Laboratory



FOOD HYGIENE & HEALTH LABORATORY

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Testing of • Food & Processed Food Products • Water
• Environmental Monitoring & Analysis • Packaging Material

Laboratory Add.: Sr. NO. 126/10, Plot No. 1, Hadapsar Industrial Estate, Hadapsar, Pune - 411 013.
Mob. : +91-9881237321, +91-8380074695
E-mail : info@fhhl.in Website : www.fhhl.in

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TC-5931

TEST REPORT

Report Date:- 13/02/2021

Test Report No : FHHL/2102/W/046-1

Pg. No. :- 1 of 1

Customer Name & Address:- M/S. Echjay Industries Pvt.Ltd.
Gat No.316,Kasar Amboli,
Shindewadi,Pirangut,
Tal-Mulshi,Dist-Pune.

Customer Reference
Letter No. & date:-
06/02/2021

Description of Sample :- Water Sample

a) Sample Marked As :- Drinking Water

b) Packing :- Plastic Bottle & Sterile Plastic bottle

c) Quantity of sample received :- 1.0L & 250ml

d) Preservation -At 2^o to 8^o C

e) Sealed/Unsealed:- Unsealed

f) Sample collected by :- Lab representative

Date of Sample Receipt in the Lab.:- 06/02/2021

Date(s) of testing :- 06/02/2021 to 13/02/2021

Location of test performance :- In-house

Discipline :- Chemical Testing

Group:- Water & Residue in Water

Sr. No.	Test Done	Result	Unit	Acceptable Limits as per IS 10500:2012	Test Method
01.	pH	6.7	-	6.5 to 8.5	IS 3025 (part 11)
02.	Total Dissolved Solid	32	mg/l	500, max	IS 3025 (part 16)
03.	Total Hardness as CaCO ₃	7.42	mg/l	200, max	IS 3025 (part 21)
04.	Alkalinity as CaCO ₃	17.51	mg/l	200, max	APHA -2320-B
05.	Chlorides	4.93	mg/l	250, max	IS 3025 (part 32)
06.	Sulphate as SO ₄	<1.0	mg/l	200, max	IS 3025 (part 24)
07.	Nitrate	2.09	mg/l	45, max	APHA -4500-NO ₃ -B
08.	Fluoride as F	<0.1	mg/l	1.0, max	APHA -4500-F-D
09.	Iron as Fe	<0.03	mg/l	1.0, max	APHA -3500-Fe-B
10.	Arsenic as As	<0.005	mg/l	0.01, max	APHA -3114-C

Discipline :- Biological Testing

Group:- Water

01.	Coliform	Absent	Per 100 ml	Absent/100ml	IS 15185
02.	Faecal coliform	Absent	MPN Index /100ml	Absent/100ml	IS 1622
03.	<i>Escherichia coli</i>	Absent	Per 100 ml	Absent/100ml	IS 15185

Remark: - Based upon results of above parameter the water sample conforms to the Acceptable Limits as per IS 10500:2012.

End of Report.

Jyoti Gawade
Authorised Signatory
Biological Testing



Sushma Thorat
Authorised Signatory
Chemical Testing

Conditions of reporting: 1) Above results pertain only to the sample tested. 2) This report, in full or part, shall not be published, advertised, or used for any purpose other than that for which it was issued. 3) Samples will be retained by us for a specific period in case of non-perishable items only unless otherwise specified.

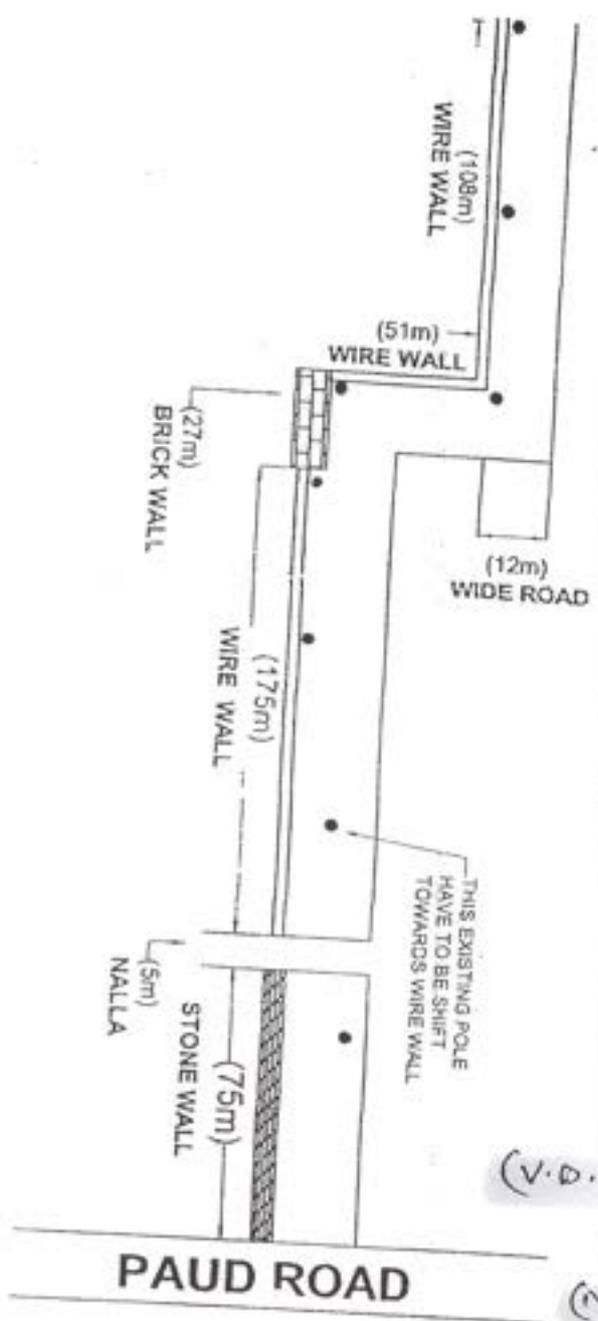
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PROPOSED PLAN FOR POLE ERECTION FOR
ECHJAY INDUSTRIES PVT. LTD.
KASAR AMBOLI, PIRANGUT, GAT NO. 316 & 315

TRANSFORMER
AREA



out side
TARCAR.S

(V.D. CHANDRE) *[Signature]*

(MR. TANNA) *[Signature]*

DATE : 13/ 08/ 2007

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ORDER BELOW EXH.5 AND EXH.40 IN RCS. NO. 853/2011

1) By application Exh.5, plaintiff has sought temporary injunction in respect of 12 meter wide road running north-south i.e. Pune Paud Road to plaintiff's factory situated upon and passing through Gat No.315 of village Kasar Amboli, Taluka Mulshi, District- Pune which is bounded as under:-

North : Pune Paud Road,
 South : Gat No. 316
 East : Land owned by Electromech out of Gat No. 315
 West : Land owned by Vinayak Electricals out of Gat No.315 and property of Gosavi.

and in respect of 12 meter wide road running north-south i.e. from Paud Road to plaintiff's factory situated upon and passing through Gat No.315 of village Kasar Amboli, Taluka Mulshi, District- Pune which is bounded as under:-

North : Gat No.315 and then Pune-Paud Road.
 South : Remaining portion of Gat No.316 and Property of plaintiff
 West : Land owned by Vinayak Electricals out of Gat No.316
 East : Property of Electromech out of Gat No.316.

2) The prayer made in Exh.5 is very much relevant for determining both injunction applications. Said prayer is reproduced as under:-

"The defendants, their servants, their agents or anybody claiming through them may kindly be restrained by interim injunction from obstructing the plaintiff, its office bearers, their staff, labours or anybody coming to plaintiff's factory using the said road which is described above for ingress and egress from Pune-Paud road passing through Gat No.315 and Gat No.316 to the factory of the plaintiff

The defendants, their servants, their agents or anybody claiming through them may kindly be restrained by interim injunction from encumbering the said road, described in the Schedule-B of the plaint".

3) The defendant no.2 has sought interim injunction. The

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prayers made by him in application Exh.40 are reproduced as under:-

"The plaintiff through its agents, servants, employees, workers or any other person claiming through them please be restrained temporarily by an order of temporary injunction from using the said road till the disposal of this counter claim".

The plaintiff pleased be directed by an appropriate order of temporary mandatory injunction to use the new road only till the disposal of this counter claim.

4) I have heard both sides at length. Considering rivals submissions following points arise for my determination. I record my findings along with my reasons thereon as under:-

<u>POINTS</u>	<u>FINDINGS</u>
A. Who has got prima-facie case ?	... The Defendant No. 2.
B. In whose favour balance of convenience lies ?	... The Defendant No. 2.
C. Who will suffer irreparable loss if the relief sought is not granted ?	... The Defendant No. 2.
D. What order ?	... Application Exh.5 is rejected. Application Exh.40 is also rejected.

REASONS

AS TO POINT NO. A :-

5) The counsel for plaintiff submitted that the plaintiff is a private Limited company. It is having a factory having manufacturing activity. The Manufacturing activity is going on land Gat No.316 from last six years. The defendant no.1 and 2 are the owners of adjacent properties of plaintiff.

6) As per plaintiff originally the property bearing Gat No.315 admeasuring 3 H.70 R and Gat No.316 admeasuring 11 H 60.7 R of village Kasar Amboli was owned by one Gosavi Family. As there was

some family dispute it was ultimately settled before Hon'ble High court and the shares of members of Gosavi Family came to be settled. Thereafter, the family members of Gosavi sold out certain portions of the properties to various plot purchasers by executing registered documents. In those documents map showing location of the property conveyed is forming part and parcel of the document which also shows the disputed access road.

7) As per plaintiff is owner and occupier of land Gat No. 316/1 admeasuring 92 R he purchased it from Kailas Girgosavi, Vilas Girgosavi, Sakhubai Girgosavi through power of attorney holder namely Sadruddin Hussainali Somji and Vasant Chande was shown to be consenting party for said sale deed dated 31/1/2007.

8) The plan attached to the said sale deed at Page No.20 shows the location of the property purchased and the 12 meter approach road from Pune-Paud Road passing through Gat No.315 and 316 to the property of plaintiff i.e. Land Gat No. 316/1.

9) The Plaintiff has right to use the said road without any obstruction. It is further contended by Plaintiff that as per sale deed dated 31/1/2007 the defendant agreed to construct the road as per the plan attached to the sale deed but he failed to construct the alleged road. Thereafter, plaintiff and defendant no.1 executed an agreement called "Correction Deed" dated 31/7/2007 whereby the plaintiff agreed to pay the construction cost and the maintenance of 12 meter approach road.

10) As per plaintiff the above approach road has been shown in various sale deeds executed by the Defendant no.1 and the family

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UNOFFICIAL

members of Gosavi. These sale deeds are bearing Sr. No. 4473/7, 5496/7, 5498/7 and 8113/8.

11) As per plaintiff in notice dated 5/7/2008 issued for verification of the title of land Gat No. 315 and 316 by Advocate Poojari, the alleged access road has been shown. In the said notice it was mentioned that the plaintiff is having ownership rights in Gat No.316.

12) As per plaintiff after purchasing Land Gat No.316, he caused construction of the factory shed and started manufacturing the truck gear products. The plaintiff is required to bring raw materials which is brought by the trucks and for delivering the final products the trucks are used. The vehicles which bring the raw materials and final products are using the said access road for the purpose of egress and ingress. The plaintiff has constructed the said road by spending huge amount.

13) As per plaintiff the small portion abutting to Paud road was required to be purchased by plaintiff. Accordingly, it purchased the same, by sale deed Sr. No.4347/10, dated 22/07/2010.

14) The plaintiff further contended that the said road is a tar road and electricity poles are also erected by the plaintiff under the permission from MSEDCL through VR. Electricals and plaintiff incurred expenses for the same. Moreover at that time Plaintiff had submitted copy of the said plan of erection of electricity pole for perusal of the defendants and the acknowledgment thereof was signed by the defendants. Thus there is an acknowledgment about the existence of access road and its use by the plaintiff.

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15)  Finally defendants started threatening the plaintiff that they will block the access hence plaintiff filed complaint on 27/5/2011 against both the defendants with police station.

16) On 22/6/2011 certain unknown person came upon the said road threatened the driver of vehicle bearing No. MH-14/BJ-1381 and threatened him of using the said road. At that time due to intervention of plaintiff's officers the truck was allowed to proceed from the said road.

17) Again on 23/6/2011, the plaintiff's staff was threatened. The employee issued letter to that effect. As per plaintiff, the defendants have no rights to obstruct the access road. They are estopped by principle of estoppel from blocking the said road as they have admitted existence and use of the said road by plaintiff in various sale deeds.

18) The defendants, as stated earlier have also claimed injunction. They have come with the case that the existence of alleged road is not disputed. They have come with the case that defendant no.2 purchased large area of land Gat No.315 and 316 which is located between Pune-Paud road and the land owned by the plaintiff.

19) The defendant no.2 specifically denied that the plaintiff has got any right to use the said road. He denied that he had agreed or undertaken the construction work of the said road. The said road is not fully constructed tar road. It is contended by him that the plaintiff was having another approach road at the time of construction of disputed road. Further more if the plaintiff had every right to use the present disputed road by virtue of its sale deed dated 31/1/2007, then there

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was no need for the plaintiff to purchase small portion of land adjoining to Paud Road by another registered sale deed dated 22/7/2010. The said admission clearly goes to show that the right which is claimed by plaintiff by virtue of Sale Deed dated 31/1/2007 was not absolute and unfettered.

20) He submitted that on perusal of the plan relating to said property it can be seen that the road which is described by the plaintiff is passing over boundary of land owned by defendant no.2, Heeralal Punjabi, Paresh Tanna, Tarala Tanna.

21) As per defendants, Mr. Paresh Tanna and Mrs. Tarala Tanna are the son and wife of defendant no.2. Mr. Heeral Panjabi is the joint owner of one of the land alongwith defendant no.2.

22) There are two more pieces of land situated between the lands which are owned by Vinayak Corporation and Vinayak Electricals. The defendant no.2 entered into the agreements with these owners and civil suits in respect of these pieces of land are pending in the civil court. As per defendants, it can be seen from these circumstances that defendant intended from initial stage in acquiring and owning all the land situated between Pune-Paud road and the land owned by the plaintiff for his business purpose.

23) The plaintiff is well aware of this fact but has concealed them from the court with malafide intentions.

24) As per defendant no.2 as admitted by the plaintiff, it had alternative road other than the access road for access to its industry. However, plaintiff was insisting to use the said road on the basis that

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it has been granted the right to use the said road in the sale deed dated 31/1/2011. The defendant no.2 tried to discuss the said issue with the plaintiff and requested it to use the alternative road available to plaintiff but the plaintiff denied to do so under the pretext that the alleged alternative road is inconvenient to it.

25) The defendant no.2 further pointed out that after getting reply from plaintiff in respect of alleged proposal of alternative road, he approached the defendant no.1 and narrated him all the facts. Thereafter, defendant no.1 contacted Mr. Uday Sanghvi and Mr Kelkar - authorized officers of the plaintiff company. Then a meeting took place in the month of March 2011 between the defendant nos.1,2, said Sanghvi and Kelkar. Accordingly, it was decided that the said dispute of approached road would be solved amicably and without causing any trouble to the plaintiff and the defendant no.2. In the said meeting the defendant no.2 gave a proposal to the plaintiff. By said proposal, the defendant no.2 offered the plaintiff a property to be used as a road which is situated towards northern boundary of plaintiff's land. It was also offered to grant said land of Vasant Gosavi by paying him consideration, getting an agreement executed and registered in favour of the plaintiff and further construct the road for the plaintiff. Thus, the plaintiff can have a tar road with exclusive right of use for approaching its land. The authorized officers of the plaintiff were pleased with the said offer and wanted some time for discussions of the said issue with their higher officers. Accordingly, thereafter there was exchange of various messages between defendant no.1, Mr. Sanghvi and Kelkar. Thereafter, Mr. Sanghvi and Kelkar informed the defendant no.1 that the offer given by the defendant no.2 was acceptable to the plaintiff provided their advocates approve the draft agreement and the title property of Vasant Gosavi.

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26) It is further contended by the defendant no.2 that the relevant title documents of the property of Vasant Gosavi and the draft agreement were forwarded to Sanghvi on his E-mail by the advocate Poojari representing the defendant no.2. Thereafter Mr Sanghvi and Kelkar informed the defendant no.1 that their advocate in Mumbai gave green signal and the draft agreement was approved.

27) After receiving said consent, the defendant no.2 immediately paid amount Rs.50,000/- to Vasant Gosavi and confirmed the agreement for the right of way. The execution and registration of the said agreement for the right to way for enjoyment of plaintiff from the property of Vasant Gosavi, was to be executed as per the convenience of Sanghvi and Kelkar.

~~28)~~ The defendant no. 2 further contended that he caused construction of the said road on the property of Vasant Gosavi and got it completed in 15 days from one Mangala Construction. Thus, the tar road for approaching the plaintiff's company premises was ready for use of the plaintiff on 30/6/2011. The defendant no.2 spent amount of Rs.8,64,261.90 for construction of said road. The said road is 15 feet in width and 750 feet in length approximately. It begins from Pune-Kasar Amboli road and ends at the compound wall of the plaintiff's company. It is situated on the eastern boundary of Vasant Gosavi's property bearing Gat No. 316/1. All these facts have been concealed from the plaintiff from the court.

29) The defendant no.2 further contended that no such incident of threatening or obstruction as alleged has taken place.

30) As per defendant no.2, the plaintiff has got two alternative

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roads for approaching its premises. It has got sufficient ways for ingress and egress and its business is not likely to be affected.

31) The defendant no.2 had never committed any obstruction as alleged by the plaintiff. On the contrary the defendant no.2 has been requesting the plaintiff to use the alternative roads available to the plaintiff.

32) The defendant no.2 has further taken objection about the necessary parties. He submitted that all the owners of land Gat No.315 and 316 are necessary parties to the present suit because the said road is situated in Gat No.315 and 316.

33) Further more all the persons who executed sale deed dated 31/1/2007 and the correction deed dated 31/7/2007 are also necessary parties to the suit and therefore in their absence, suit is bad in law for non-joinder of necessary parties.

34) The defendant no.2 further pointed out that the exact area which is owned by the plaintiff company is nowhere recorded in the record of rights in respect of land Gat No.316/1. The 7/12 extracts of said property does not point out exact area owned by the plaintiff therefore, in such circumstances, plaintiff has no locus standi to file the present suit. The defendant no.1 also pointed out that plaintiff has no personal or legal or subsisting right, title or interest in the suit property hence no injunction can be granted in favour of the plaintiff.

35) The defendant no.1 contended that the defendant nos 1 and 2 are owners of the said road. It is settled law that no injunction can be granted against the true owners of the land.

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36) He also raised the similar defence as found in the pleading of defendant no.2.

37) In support of his contentions, the plaintiff relied upon affidavit Exh.6, documents at List Exh.3.

38) The defendants filed their respective affidavits at Exh.35 and 39 they have placed on record documents below list Exh.42.

39) During the course of arguments the Ld. Counsel for defendants have taken me through various provisions of Easement Act. He had taken me through the definition of Easement provided by Section 4 of the said Act. By relying on illustration (e) of Section, he submitted that public utility cannot be part of easementary rights. Moreover the alleged road i.e. suit property is common road and all the owners adjacent to it have right to enjoy it. The plaintiff has alone has got no exclusive right to enjoy the said suit road. In view Section 4 illustration 'e' such public road, is not easement.

40) The counsel has also taken me through Section 13 and 41 of Easement Act. Said provisions deal with easement of necessity and its extinction. He has also taken me through Section 49 of Easement Act. Section 49 deals with suspension of easement.

41) The counsel has submitted that when the claimant i.e. plaintiff is having alternative passage to reach his field / land, he is not entitled for claim of easement under Section 13 (A) of Easement Act as no case could be said to have been made out for easement of necessity. He relied on a judgment pronounced in the case of Thulahalli V/s. Poojari Rangappa 1996 AIHC, 4054 and Shailendranath V/s. Chotelal

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AIR 1970 Calcutta, 449. In the case of Thulahalli referred above, in its Para No.10, it was held that if the other passages available for reaching his property by the claimant, then, the claimant may not be entitled to claim the right of easement of necessity with respect to the other property of the transferor. In the case of Shailendranath, the Hon'ble Calcutta High Court in its Para No.5 held that in order to support the claim of easement of necessity, it must be established by the party, claiming it that the property, for which this easement is claimed, cannot be enjoyed or used at all without this right of easement.

42 The counsel has also relied upon following judgments in support of his interim injunction application as well as to counter the application of plaintiff.

- A. Nanasaheb Bhalekar V/s. Dattu Bhalekar, 1991 (3) Bom.C.R.548 - In the said case it was held that the court has power to grant injunction in favour of defendant in suit filed by plaintiff.
- B. Ajay Mohan V/s. H.N. Rai, (2008) 2 Supreme Court Cases, 507. In the said case it was held that for grant of injunction the plaintiffs are bound to establish that there exists of prima-facie case, balance of convenience and irreparable loss.
- C. Mandali Rangaana V/s. T. Raamchandra, AIR 2008 Supreme Court, 2291. - In this case it was held that while considering an application for grant of injunction, the court will not only take into consideration the basic elements in relation thereto, viz. Existence of prima-facie case, balance of convenience and irreparable injury, it must also take into consideration the conduct of the parties.
- D. M.A. Francisco V/s. A. E D'Souza, 1993(1) Bom.C.R. 465 - In this case it was held in Para No.15 that open pieces of land are being freely traversed by the members of the public in this country. It was further held that on a claim under Section 15 for right of way, it is laid down that the user of the right of way to be open must raise a presumption that it is to the knowledge of the owner of the servient property and that the owners acquiesced. It also lays down that the court should consider the right of way, the character of ground, the steps for which the right is claimed and the relation

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between the parties and what is more the circumstances under which the user takes place and whether such a user was as of right.

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43) I have carefully gone through the record there is no dispute that such road (road described in plaint) is in existence. Similarly, the defendants do not dispute that the plaintiff has been using the said road. Similarly plaintiff does not dispute that there is alternative way Now the question remains whether in the light of such alternative way (the property under dispute in counter claim), the plaintiff can insist for enjoyment of the present suit road. In this background it is worthwhile to note that as per the pleadings of the plaintiff, he had used the said road when the construction of present suit road was under progress. It means that it was convenient one for the plaintiff. Furthermore, the fact that the second road i.e. alternative one was subject matter of the discussion between the office bearers of plaintiff and the defendants. Said fact is not negated by plaintiff with the help of convincing material. On the contrary, they suppressed the said facts. The conduct of plaintiff is not such to grant him the equitable relief. As rightly contended by the counsel for defendants, the court must also take into consideration the conduct of the parties. Said view was taken in the case of Mandali Ranganna cited by the defendants. The plaintiff could have countered the facts that there was no talk or exchange of draft of the agreement concerning enjoyment of the alleged road (which is under dispute in counter claim). But the plaintiff herein has failed to do so. The defendants herein have placed on record sufficient materials in the form of specific names of the office bearers with whom the defendants had talk about the alleged road. The defendants also brought on record the exchange of SMS. They also placed on record the draft copy of the agreement concerning the road under dispute in counter claim agreed to be used by the plaintiff instead of the suit property. In the light of

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such kind of evidence on record I hold that the plaintiff has not made out prima-facie case for enjoyment of suit property. On the contrary the defendants have made out the prima-facie case in respect of the road under counter claim. In my view if the plaintiff is asked to use the alternative road for approaching his factory, it will not suffer any loss. The said road was used by the plaintiff. Photographs thereof are placed on record by the defendants. They do not show that the said road is inconvenient to the plaintiff. In my view balance of convenience lies in favour of the defendants. Therefore, I hold that the application filed for temporary injunction by plaintiff is liable to be rejected. The application filed by defendants for temporary injunction is required to be granted. Accordingly I answer Points No. A to C in favour of defendants and pass following order.

ORDER

- a. Application filed by plaintiff below Exh.5 seeking temporary injunction is rejected.
- b. Application filed by Defendant no.2 below Exh.40 seeking injunction is granted.
- c. It is ordered that the plaintiff shall not use the suit land i.e. road described by him in the plaint till disposal of the suit.
- d. It is ordered that the plaintiff shall use the new road (described by the defendant no.2 in his counter claim) till disposal of the suit.
- e. Parties to bears the costs.

Pune.
Date: 20/09/2011

(P. K. Deshpande)
9th Civil Judge Jr. Divn. Pune.

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Presented on:- 26.09.2011
Registered on:- 27.09.2011
Decided on:- 09.11.2011
Duration:- 0 Y. 1 M. 14 D.

IN THE COURT OF DISTRICT JUDGE-6, PUNE.
(Presided over by Shri.S.S.Gadge)

Civil Misc. Application No. 311/2011

Exh.No. 30

Echjay Industries Pvt. Ltd;
a Private Limited Company
Registered under the provisions of the
Companies Act, 1956, having its
registered office at :
83, Bajaj Bhavan, Nariman Point,
Mumbai 400 021.
Factory at : Gat No.316,
Kasar Amboli, Pirangut, Tal- Mulshi (Paud)
Dist- Pune 412 111
through its authorized signatory and Manager
Mr. Himanshu Shekhar Kar
age : 59 yrs, Occ: Service
address as above.

..Appellant

Versus

- 1.Mr. Vasant Damji Chande
age : 51 yrs, Occ: Business
R/at : 368, Nana Peth, Ramprasad Chamber
Pune - 411 002.
- 2.Mr. Subhash Kalyanji Tanna
age: 63 yrs, Occ: Business
R/at : 917/21, Ferguson College Road
Pune 411 004.

.. Respondents

Appearances :

- Shri S. K. Jain, Advocate for the appellant.
Shri. Pingale, Advocate for respondent no.1
Shri. Thakurdesai, Advocate for respondent no.2

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JUDGMENT
(Decided on 09.11.2011)

This appeal is at the instance of the original plaintiff assailing the legality and validity of an order dated 20.09.2011 in RCS No. 853/2011 passed below exhs. 5 and 40 respectively, thereby denying the temporary injunction to the plaintiff and granting the same to defendant no.2 / respondent no.2.

For the sake of convenience, the parties hereto shall be referred by their original nomenclature in the suit.

2. The facts are as under :

The plaintiff has preferred suit for declaration and injunction before the learned trial Court against the defendants to restrain them from obstructing their way in respect of a road passing through land at block no.315 from Paud Road to the factory of the plaintiff situate at village Kasar Amboli, Tal- Mulshi, Dist- Pune, which is more particularly described to the schedule appended to the plaint.

3. As per the plaintiff, it is the owner of a property situate at block no. 316/1 admeasuring 92 R, village Kasar Amboli, Tal- Mulshi, Dist- Pune. The said property has been purchased by the plaintiff from Mr. Kailas Popat Girgosavi and others vide a registered Deed of Sale dated 31.01.2007.

4. The plaintiff which is a Private Limited Company, registered under the Companies Act, 1956 is engaged in some manufacturing activity at the aforesaid piece of land. It has got its office at the said site. The plaintiff is carrying out its manufacturing activity since last six years. The sale deed speaks about right in favour of the plaintiff to use the suit road from Paud Road to the factory of the plaintiff. In the said sale-deed dated 31.01.2007, defendant no.1 happened to be one of the consenting parties. The

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covenants of the sale-deed provided that the road passing through block nos. 315 and 316 shall be used as a common road by all the land owners in respect of the said lands.

5. A Correction Deed was executed by the parties on 31.07.2007, in which defendant no.2 is consenting party. It also pertains to the sharing of construction cost and maintenance of the said road.

6. Defendant no.1 and one Mr. Somaji executed a sale-deed on 30.07.2007 in favour of defendant no.2 and one Mr. Hiralal Punjabi in respect of the land at block no.315. Defendant no.1 also sold some parts of the adjoining properties by way of subsequent sales.

7. According to the plaintiff, it is the only access road to approach its factory. The defendants however started restraining the plaintiff from using the said road. The plaintiff, therefore, lodged FIR with Paud Police Station on 27.06.2011. The plaintiff was restrained on 22.06.2011 by some unknown persons. The vehicles coming to the factory of the plaintiff were blocked. Since this was continued, the plaintiff approached the learned trial Court praying for declaration and injunction as mentioned earlier. The plaintiff also preferred an application below exh.5 for grant of temporary injunction.

8. Defendant nos. 1 and 2 resisted the suit and application below exh.5 by filing their written statements and say below exhs. 34 and 36 respectively. Defendant no.2 also preferred counter claim below exh.38, claiming declaration that the plaintiff has no right to use the suit road. He also preferred application for temporary injunction below exh.40 to temporarily restrain the plaintiff from using the suit road till the disposal of the counter claim.

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9. After hearing the both the sides, the learned trial Court vide impugned order dated 20.09.2011 rejected the temporary injunction application (exh.5) preferred by the plaintiff and allowed exh.40 at the instance of defendant no.2. The said order is questioned by way of instant appeal before this Court. In the instant appeal the appellant has preferred application for grant of temporary injunction. However with the consent of both the parties, the appeal is heard finally on merits.

10. Heard Shri S K Jain, learned Counsel for the appellant / original defendant and Shri Pingale, learned Counsel for respondent no.1 and Shri Thakurdesai, learned Counsel for respondent no.2.

11. The points which arise for my consideration along with the findings thereon are as under :-

<u>Points</u>	<u>Findings</u>
1. Who has made out prima facie case for grant of temporary injunction ?	The plaintiff
2. In whose favour balance of convenience lies ?	In favour of The plaintiff.
3. Whether impugned order dated 20.09.2011 passed below exhs.5 and 40 in RCS No. 853/2011 calls for any interference ?	Yes
4. What order ?	Civil Misc. Application is allowed.

REASONS

As to point nos.1 and 2 (Temporary Injunction and Balance of convenience) :

12. The suit road is 12 meters wide passing through the properties at block nos. 315 and 316 at Mouje Kasar Amboli, Tal- Mulshi, Dist- Pune. It is meant for the use of the owners of the

properties at block nos. 315 and 316 for access to Paud Road. The plaintiff is the owner of land admeasuring 92 R out of the land at block no. 316. The plaintiff purchased the said property vide a Deed of Sale dated 31.01.2007 from Kailas Gosavi and others acting through their power of attorney Sadruddin Hussainali Somaji. Defendant nos. 1 and 2 are owning some of the portions of the land situate at block nos. 315 and 316 respectively. Defendant no.1 alongwith one Hussain Noormohammad Somaji sold 43 R land out of 3 Acres 7 R land from gat no. 315 vide sale-deed dated 30.06.2007 in favour of defendant no.2.

13. Thus the picture that emerges is the plaintiff is holding property at block no. 316/1 admeasuring 92 R. Defendant nos. 1 and 2 are the owners of some portions of land at block nos. 315 and 316. The dispute is in respect of 12 meter wide road passing through block nos. 315 and 316. The plaintiff claims temporary injunction by restraining the defendants from obstructing his way from the said road, on the basis of right created in his favour in pursuance of the covenants contained in Indenture dated 31.01.2007. On the other hand defendant no.2 by way of his counter claim and application (exh.40) is also claiming temporary injunction against the plaintiff, restraining him from using the suit road till the final disposal of the counter claim.

14. The scrutiny of the record shows that the plaintiff is claiming temporary injunction in view of the covenants contained in the Deed of Sale dated 31.01.2007. Undisputedly, defendant no. 1 happened to be consenting party to the sale-deed dated 31.01.2007. The said sale-deed speaks about the right of the plaintiff in respect of the common road passing through block nos. 315 and 316. The said right of way through the suit road is also duly recognized by defendant no.1 in the capacity of a consenting party

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to the sale-deed dated 31.01.2007. The relevant covenant at page nos. 14 and 15 of the Deed of Sale reads thus :

"The consenting parties herein are under obligation at the Costs and risk of the Consenting Parties herein, in a phase wise manner, a provision of an access road with a width of about 12 meter Water Bound Macadam (WBM) Road will be constructed with an undertaking to built 20 feet wide tar road before 31/10/2007, running through the center of the said 12 meter wide road and running from the Pune Paud road to the boundary of the land purchased by the Purchaser, herein under these presents. The consenting parties hereby indemnify that the said road passing through the Gat Nos. 315 and 316 will be used as a common road by all the land owners in those Gat Numbers and those to whom the consenting parties will handover or transfer the rights, title and interest to any third party in future by the virtue of the power of attorneys vested on their favour."

"The Vendors and the Consenting Parties herein further state that the said portion of land which is the subject matter of these presents is given the common right of access from the 15 mtrs wide road running abutting the entire width of the said portion of land but not forming the part of the said portion of land which is the subject matter of these presents."

15. It is further noticed that the parties to the Deed of Sale dated 31.01.2007 executed a Correction Deed on 31.07.2007 to the said Sale-deed. By way of the aforesaid Correction Deed the paragraph which is mentioned above in respect of the sale-deed was deleted by inserting following para : (page 111)

"Further the Purchaser herein has also requested the Vendors and the Consenting Party herein, to give a permanent and irrevocable right to make, maintain and utilize the said demarked road for eternity, as the said road is passing through Gat No. 315 and

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316 and is leading up to the boundaries of the subject land purchased by the Purchasers herein under the said Deed of Conveyance above referred to which the Vendors and the Consenting Party herein have given under these presents, with effect from the date of the said Deed of Conveyance dated 31.01.2007, however the costs of construction and maintenance of the said approach road, access road shall be borne and paid by the Purchaser herein in proportion jointly with all the owners of plots situate adjoining the said approach/access road in common with each other, and the Vendors and the Consenting Party herein have undertaken to make such road on or before 10.08.2007, further the Vendors and the Consenting Party have undertaken to extend their total Co-operation to the Purchaser for granting obtaining necessary NOC which will be required for the purpose of MSEDL Co. Ltd; Town Planning, Factory License, etc, and further undertake to make the same available at the earliest, i.e. on or before 10.08.2007."

16. Perusal of the aforesaid covenant between the Vendors, purchaser (plaintiff) and consenting party (defendant no.1), therefore, makes it clear that the vendors and defendant no.1 and another consenting party duly recognized the permanent and irrevocable right in respect of the suit road passing through block nos. 315 and 316 for the purpose of access to his property from Paud Road. By way of the covenant in the sale-deed mentioned earlier, the obligation to prepare the road by bearing the cost thereof was cast upon the consenting parties. By way of the correction of the same, the right to use the road by the plaintiff passing through block nos. 315 and 316 remained unfettered. The only additional aspect of the correction is in respect of sharing the proportionate cost of construction and maintenance of the road.

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Not only that the vendors and the consenting party viz : defendant no.1, recognized the right of access of the plaintiff and utilize the suit road as a permanent and irrevocable right from the date of Deed of Sale i.e. 31.01.2007 but the parties had also undertaken to extend their cooperation to the plaintiff for the purpose of issuing NOCs necessary for electric connection, Town Planning, Factory Licence, etc.

17. The aforesaid discussion, therefore, reveals that a right in respect of the suit way for the purpose of access and use is created by way of sale-deed and Correction Deed respectively in favour of the plaintiff. The right is permanent and irrevocable. It nowhere mentions that the right is granted by way of an easement. It is also seen that the suit road passing through block nos. 315 and 316 is meant for use of the land owners in the aforesaid block nos. 315 and 316. The plaintiff, therefore, prima facie demonstrated his right to access and use the suit road from his Factory to Paud Road. It is, therefore, entitled to use the same like other owners of the lands at block nos. 315 and 316, including the defendants.

18. The dispute in the matter, as it appears from the plaint and written statements occurred when defendant no.2 floated an idea of an alternate way for the plaintiff passing through the property of Vasant Mahadeo Girgosavi. It is the contention of the plaintiff that defendant no.2 started obstructing his access through the suit road. The defendants in their written statements came up with a stand that the plaintiff had alternative road other than the suit road for access to its Industry. The defendants requested the plaintiff to use the alternative road which was declined by the plaintiff. The defendants, therefore, gave an offer to the plaintiff that it would be provided with an exclusive road through the

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property of Vasant Mahadeo Girgosavi adjoining the property of the plaintiff and the defendants shall pay for the consideration of the same. To peruse the plaintiff, the defendants arranged for some meetings with the officials of the plaintiff and there was some exchange of E-mails. The defendants further contended that they paid an amount of Rs. 50,000/- to said Vasant Mahadeo Girgosavi in June 2011 followed by construction of a tar road through the property of said Vasant Girgosavi at block no. 316 /1. The defendants are also banking on the fact that while the suit road was under construction, the plaintiff was using an alternate road for access to his Factory.

19. The plaintiff accepts that it had used an alternate pathway through the property of adjoining owner Shri Girgosavi till the construction and completion of the suit road. It is however apparent that it was a stop gap arrangement till completion of the suit road. The use of the alternate road was, therefore, subject to the mercy of the adjoining owner. The plaintiff cannot use said alternative road as of right. The said concession to use the pathway was through the property of someone else and subject to his pleasure. It is, therefore, clear that the said alternate road lacks any right in favour of the plaintiff to use it. Thus, there only remains the suit road for the purpose of access of the plaintiff from its Factory. It is evident from record that other than the suit road, the plaintiff has no right in respect of any other road for the purpose of its access and use. It is in this eventuality that the defendants have suggested for creation of a road through the property of Mr. Vasant Mahadeo Girgosavi, which is adjoining that of the plaintiff. It is seen that the plaintiff did not enter into any agreement with said Vasant Mahadeo Girgosavi for use of his land as an alternate way to approach his property. As on this date, neither the plaintiff

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nor the defendants are holding any title or interest in respect of the way passing through the property of Vasant Mahadeo Girgosavi. It is, therefore, crystal clear that other than the suit road, the plaintiff has no right to use any other road nor there exists any alternate road.

20. On going through the written statements of the defendants, it reveals that they do not dispute the right of the way through the suit road in favour of the plaintiff. Somehow an idea came in mind of defendant no.2 to prevent the plaintiff from using the suit road. He has, therefore, given a proposal to the plaintiff to use an alternate way passing through the property of Vasant Mahadeo Girgosavi. Admittedly this offer and proposal is not accepted by the plaintiff. Thus, it is not binding on the plaintiff to enter into an agreement with Vasant Girgosavi for creation of an another alternative road.

21. The scheme of the defendants is, therefore, intended to prevent the plaintiff from using the suit road. In a way it amounts to extinguishing the existing right in favour of the plaintiff without any just and proper cause for the same. The defendants want to put the plaintiff in a disadvantageous position against its wish and will. It is crystal clear that the defendants are having no right and authority to compel the plaintiff from extinguishing the right to use the suit way which is created in his favour by way of Indenture of sale dated 31.01.2007. Such relinquishment of right can only be a voluntary act at the instance of the plaintiff. As mentioned above, the plaintiff did not subscribe to the said scheme and proposal floated by the defendants. This being the case, the right of the plaintiff to use the suit road remains effective and unfettered. The defendants have no right and authority to harm the right of the plaintiff as per their whims. It is further noticed that the right in,

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respect of the suit way is recognized by defendant no.1 itself by acting as a consenting party to Deed of Sale dated 31.01.2007 followed by Correction Deed dated 31.07.2007. If the said right to use the road is taken away from the plaintiff, the plaintiff shall be put to highly disadvantageous position as his sole right to access would be denied. There is no authority or power existing in favour of the defendants to act in a manner prejudicial to the right and interest of the plaintiff in respect of the suit property.

22. As regards the alternate way, it has already been discussed that the plaintiff admittedly used the pathway through the land of adjoining owner till the construction of the suit road as a stop gap alternative. By common sense it occurs that use of such alternate way was merely a concession offered by an adjoining owner. It cannot be claimed as a matter of right. The defendants fully understand the fact as regards existence of the suit way as the only way of access for the plaintiff. They, therefore, proposed another road through the property of a third person viz: Vasant Girgosavi. Had there been an alternate road for the access to the property of the plaintiff, there was no need for the defendants to make proposal for road through the property Vasant Girgosavi and defendant no.2 sacrificing amount of Rs. 50,000/- towards consideration paid to said Vasant Girgosavi for the purpose of benefit of the plaintiff. This appears to be a shrewd design of the defendants in order to deprive the plaintiff to use the suit way, It has got no legal sanction and recognition. It is, therefore, illegal.

23. Shri Thakurdesai, learned Counsel for the respondents/defendants has submitted that the right existing in favour of the plaintiff is an easementary right and such a right by way of easement of prescription comes to an end upon availability of alternative road. From the perusal of the sale-deed dated

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31.01.2007 and Correction Deed dated 31.07.2007, it is noticed that there is no mention of the fact that the right to use the way is easementary in nature. It appears to be a grant by the consenting parties (including defendant no.1) and other adjoining owners for the purpose of access to the property of the plaintiff. It is not the fact that the plaintiff alone has right to use the road. In fact the road is meant for the purpose of use of all the land owners at block nos. 315 and 316 respectively. The necessary tests for the purpose of creation of an easement is virtually lacking in the instant matter. Even if it is presumed that the right of way existing in favour of the plaintiff is by way of a easement, it cannot come to an end as there is no alternative way available for the plaintiff, as dismissed earlier.

24. The dispute in the instant matter is at the instance of defendant no.2 who wants to deprive the plaintiff in respect of his right existing in suit way. The defendants clearly admit the right of the plaintiff. Such a right however cannot be extinguished at the whims and caprices of the defendants in absence of consent of the plaintiff.

25. In that view of the matter, the plaintiff has made out prima facie case for grant of temporary injunction in its favour. It is apparent that in case the defendants are not restrained from obstructing the way of the plaintiff, its only right to have access to the property would be denied. The plaintiff runs an industry. His business activities shall come to an end. This may result in irreparable loss to goodwill and business reputation in addition to fiscal loss.

26. On the other hand, as mentioned above, the defendants are simultaneously enjoying right to use the suit way. The plaintiff did not obstruct their way. The defendants somehow want the plaintiff to choose for another alternative way passing through the

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property of a third party. Such an arrangement is not acceptable to the plaintiff. No one has got the authority to compel the plaintiff to accept such alternative way by extinguishing his right in the suit property. In the light of the fact that the plaintiff has an existing right in the suit way, he cannot be restrained by way of temporary injunction. Such an injunction is not only unjust but is grossly opposed to the equity and conscience. Since the plaintiff has established his right, he is entitled to protect the same. Since, the defendants are already having their easementary right to use the suit way, there is no question of causing any hardship or prejudice to them, in case the plaintiff is granted temporary injunction. The balance of convenience necessarily lies in favour of the plaintiff. For the reasons above the plaintiff is entitled to temporary injunction by restraining the defendants from obstructing way through suit road. The defendants are not entitled to temporary injunction claimed by them. Accordingly, point nos. 1 and 2 answered in favour of the plaintiff.

As to point no.3 (Impugned order) :

27. Survey of the impugned order shows that the learned trial Court failed to catch hold of the germ in the matter. It was holding the wrong end of the stick. The observation by the learned trial Court that there existed alternative road for the plaintiff which it has used at the time when the suit road was under construction suffers from gross error. The said road was used by the plaintiff as a stop gap arrangement and it was through the property of third party offered as a concession. It, therefore, cannot be said that there existed any alternative road for the plaintiff which it suppressed while coming to the Court. It is further apparent that had there been an alternate road available to the plaintiff other

than the suit road, why for the defendants have suddenly become generous by paying a hefty amount of Rs. 50,000/- to a third person Vasant Girgosavi who is owner of an adjoining property for the purpose of providing another alternate way for the plaintiff.

28. The learned trial Court has given extraordinary emphasis in respect of non disclosure of fact as regards the discussion between the parties and exchange of draft agreement in respect of the alternate way passing through the property of Vasant Girgosavi. Admittedly, the plaintiff had in his favour a right to use the suit way. He has declined the offer at the end of defendant no.2 to use alternate way. He did not enter into any agreement with anybody. Thus, there is no question of any suppression of any negotiations which never culminated into any agreement. There cannot be said to be any suppression or misleading the Court in the aforesaid regard. So far as aspect of conduct is concerned, exactly contrary conclusions can be reached in respect of the defendants. The record shows that there exists valuable right of way in favour of the plaintiff. The defendants proposed alternative way. It was declined by the plaintiff. The defendants, therefore, obstructed the way of the plaintiff. The defendants have intention to compel the plaintiff to use alternative way by forfeiting its valuable right to use the suit way. This is the relevant fact which needs to be taken into account while noticing the conduct of the parties. The findings therefore, reached by the learned trial Court are erroneous and unsustainable. It is not a case that this Court is taking a different view than has been taken by the learned trial Court. It needs to be mentioned that the learned trial Court failed to appreciate the matter in proper perspective. The learned trial Court did not consider the existence of right of way of plaintiff and compelled the plaintiff to extinguish his right in the suit way. The impugned order

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does not stand the scrutiny of law. Accordingly, point no.3 is answered in the affirmative.

As to point no.4 (Order) :

29. The plaintiff is prima facie entitled to temporary injunction in his favour. In case temporary injunction is not granted in favour of the plaintiff, the sole way of access to the Factory of the plaintiff shall be obstructed by the defendants. This would seriously jeopardize the business activities of the plaintiff causing immense loss. On the other hand, the defendants failed to show any right, authority and power in their favour, whereby the right of the plaintiff can be curtailed by restraining it by using the suit way. The defendants, therefore, failed to make out prima facie case for grant of temporary injunction. For the reasons aforesaid, the balance of convenience lies in favour of the plaintiff. The impugned order is unsustainable. This appeal, therefore, succeeds. Hence, the following order :

ORDER

1. Misc. Civil Appeal is allowed with costs.
2. Order dated 20.09.2011 in RCS No. 853/2011 below exhs. 5 and 40 is set aside.
3. Application (exh.5) in RCS No. 853/2011 is allowed. |1A
4. The defendants, their agents, relatives or any other person authorized by them are hereby restrained by way of temporary injunction from obstructing the plaintiff from using the suit road during the pendency of the suit.
5. Application (exh.40) in RCS No. 853/2011 is rejected. |1B

Pune.
Date:- 09.11.2011

Sd/-
(S.S.Gadge) 21/11/11
District Judge-6, Pune. 2011

22 NOV 2011

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 11023 OF 2011

Shri. Subhash Tanna

: V/S. :

Echjay Industries Pvt. Ltd and anr.

....Petitioner

....Respondents

* * * * *

Mr. A.V. Anturkar, Senior Counsel i/by Mr. S.B. Deshmukh, Advocate
for the petitioner.

Mr. Vishwajeet Sawant a/w. Mr. Subhash Jadhav and Mr. Zoeb
Cutterywala i/by. ALMT Legal, Advocate for the respondents.

CORAM :- SMT. R.P. SONDURBALDOTA, J.

2nd May, 2012.

P.C. :-

1. The petitioner herein is defendant no.2 to the suit filed by respondent no.1. Respondent no.2 to the petition is original defendant no.1. The petitioner and respondent no.1 purchased their respective pieces of land from respondent no.2. The present dispute relates to an approach road given by the vendor to both the parties. The trial Court has passed an order of interim injunction to restrain the petitioner from obstructing the use of the approach road by respondent no.1 which order is confirmed by the lower appellate Court.
2. The right of easement created in favour of the petitioner in

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the deed of conveyance dated 30th June, 2007 reads as follows :

"6. The Vendors hereby declare and confirm that by this Sale Deed alongwith the said land, the Vendors have also transferred the easementary rights of approach road to the said land from the Pune Paud Road."

2. The right created in favour of respondent no.1 in his document of title reads as follows :-

". Further the Purchaser herein has also requested the Vendors and the Consenting Party herein, to give a permanent and irrevocable right to make, maintain and utilize the said demarked road for eternity, as the said road is passing through Gat No. 315 and 316 and is leading upto the boundaries of the subject land purchased by the Purchasers herein under the said Deed of Conveyance above referred to which the Vendors and the Consenting Party herein have under these presents with effect from the date of the said Deed of Conveyance dated 31/1/2007, however the costs of construction and maintenance of the said approach road, access road shall be borne and paid by the Purchaser herein in proportion jointly with all the owners of plots situate adjoining the said approach/access road is common with each other, and the Vendors and the Consenting Party herein have undertaken to make such road on or before 10/8/2007, further the Vendors and the Consenting Party have undertaken to extend their total Co-operation to the Purchaser for granting obtaining necessary NOC which will be required for the purpose of MSEDICI Co.Ltd Town Planning, Factory License etc. and further undertake to make the same available at the earliest

i.e. on or before 10/8/2007."

3. It is the case of the petitioner that as an alternative arrangement, the petitioner has constructed another access for respondent no.1 over the land of one, Vasant Mahadeo Gosavi. The petitioner claims that Vasant Mahadeo Gosavi has already undertaken not to disturb that access. He therefore wants to insist that respondent no.1 should use the other access and not the access provided to him under his document of title.
4. The petitioner herein has not been given any exclusive access over the disputed land. The documents of title of both the parties, show the same road as an access to their respective properties. In that circumstance, the petitioner cannot seek to restrain respondent no.1 from using the access merely because he wants respondent no.1 to use some other access and has also constructed an access over somebody else's land. Hence, no fault can be found with the lower appellate Court in granting an order of interim injunction in favour of respondent no.1 pending hearing of the suit. Hence, the petition is dismissed in limine.

(SMT. R.P. SONDURBALDOTA, J)

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1324 NO.30

SECTION IX

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

792122

Petition(s) for Special Leave to Appeal (Civil) No(s) .24221/2012

(From the judgement and order dated 02/05/2012 in WP No.11023/2011 of The HIGH COURT OF BOMBAY)

SUBHASH KALYANJI TANNA

Petitioner(s)

VERSUS

TUBHJAY INDUSTRIES P.LTD.& ANR.

Respondent(s)

With appln(s) for exemption from filing c/c of the impugned Judgment and with prayer for interim relief)

Date: 27/08/2012 This Petition was called on for hearing today.

PROGRAM :

HON'BLE MR. JUSTICE R.M. LODHA
HON'BLE MR. JUSTICE ANIL R. DAVE

Certified to be true copy

Dated

Assistant Registrar (Civil)

29.08.12

Supreme Court of India

For Petitioner(s)

Mr. M.N. Krishnamani, Sr.
Mr. V.H. Kulkarni, Adv.
Mr. Sandeep Pathak, Adv.
Mr. Bhaskar Y. Kulkarni, Adv.

For Respondent(s)

UPON hearing counsel the Court made the following
O R D E R

Heard Mr. M.N. Krishnamani, learned senior counsel for the petitioner.

Special leave petition is dismissed.

In case the petitioner applies to the trial court for expeditious disposal of the suit filed by the respondent No. 1, the trial court may consider the same having regard to the pendency of the cases before that court.

Sd

(Rajesh Dham)
Court Master

Sd

(Renu Diwan)
Court Master

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SEALED IN MY PRESENCE

No. 27524
 Agent Fee: Rs 5/-
 Court Station Fee Rs 10/-
 Advocates Fee 1 Rs 1
 Total Cost Rs 16
 Date of Application 29/08/12
 Copy Ready On 30/8/12
 Date of Delivery 30/8/12

Branch Office
Supreme Court of India

29/8/12

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Order below application exhibit 71 in RCS No.853/11

- 1] Read application. This is an application filed by the defendant no.2 under Order 39 Rule 4 of the Code of Civil Procedure for setting aside / varying the earlier order of interim injunction.
- 2] Plaintiff filed say exhibit 74 and opposed the application.
- 3] I have gone through the order passed below exhibit 5 (filed by the plaintiff) and exhibit 40 (filed by the defendant) dated 20/09/2011 by which my learned predecessor has rejected application exhibit 5 and granted the application exhibit 40. Being aggrieved the plaintiff preferred Misc. Civil Appeal No.311/11 before the Hon'ble District court, Pune. The Hon'ble District Court, Pune, allowed the said Misc. Civil Appeal on 09/11/2011 thereby exhibit 5 was granted and exhibit 40 was rejected.
- 4] Thereafter, defendant filed application for amendment in written statement to the effect that *plaintiff is claiming ownership rights in respect of gat nos.316/1 and 315 of village Kasaramboli vide sale deed 31/01/2007, but this defendant submits that the said sale-deed is void-ab-initio. The said Mr. Sadruddin Husain Somajo who executed sale-deed in favour of the plaintiff did not have any power of attorney in respect of gat no.315 at any point of time. This fact is evident from the development agreement and power of attorney dtd.08/06/2006 which are registered at Sr.No.3716 and 3717 with the office of Sub-Registrar, Mulshi (Paud).*

The above said amendment was allowed.
- 5] Thereafter, the defendant has filed the present application.
- 6] Whether the plaintiff was having Power of Attorney or not is a question to be decided on merits. Prima-facie the Hon'ble

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District Court, Pune has passed the order in Misc. Civil Appeal No. 311/11 and decree has also been drawn and therefore that decree cannot be set-aside by this court. In view of Order 39 Rule 4, the order of injunction can be varied or set-aside, but the order passed by the Hon'ble Predecessor of this court has already been set-aside by the Hon'ble District court. The defendant no.2 is seeking the variation in order passed by the Hon'ble District court. Hence, this court cannot vary or set-aside the order of the Hon'ble District Court, Pune.

7] Considering the above said facts and circumstances, I am of the opinion that the application is not maintainable and deserve to be rejected. I, therefore, pass following order.

ORDER

Application exhibit 71 is rejected.

Dtd: 26/02/2015

Sou.K.M. Pingle
26/2/15
(Sou.K.M. Pingle)
18th Joint Civil Judge, J.D., Pune.

S.K. Mangle

नक्कल करणार-
रुजू पहाणार-



खरी नक्कल

S.K. Mangle
अधिश्रक
दिवाणी न्यायालय
(वरिष्ठ स्तर), पुणे.

24 MAR 2015

[1] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

Presented on : 13/04/2015
 Registered on : 13/04/2015
 Decided on : 14/01/2016
 Duration : 00Ys. 09Ms.01Ds.

IN THE COURT OF 5th AD-HOC DISTRICT JUDGE AND
 ASSISTANT SESSIONS JUDGE, PUNE

Misc. Civil Appeal No. 237 of 2015
Exh.17.

Mr. Subhash Kalyanji Tanna]
 Age : 58 years, Occu: Business,]
 R/at – 917/21, Fergusson College Road,]
 Pune – 411 004] ...Appellant.

Versus

01] Echjay Industries Pvt. Ltd.]
 A Private Limited Company,]
 Registered under the provisions of]
 Companies Act, 1956, and having its]
 Registered Office at 83, Bajaj Bhavan,]
 Nariman Point, Mumbai-400 021,]
 and having the factory at Gat No. 316,]
 Kasar-Amboli, Pirangut,]
 Taluka-Mulshi, District-Pune,]
THROUGH it's Authorized Signatory,]
Mr. Himanshu Shekhar Kar]
 02] Mr. Vasant Damji Chande]
 Age – Adult, Occu: Business,]
 R/at 368, Nana Peth,]
 Ramprasad Chamber, Pune-411 002.] ...Respondents.

Appearances :-

Mr. R. A. Thakurdesai , Ld. Advocate for the Appellant.

Mr. S. K. Jain, Ld. Advocate for the Respondent No.1

Mr. C. S. Pingle, Ld. Advocate for the Respondent No.2

[2] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

JUDGMENT
(Delivered on 14/01/2016)

01] In Ld. Trial Court, the Defendant No. 2 has placed an application vide Exh. 71, under Order 39, Rule 4 of Civil Procedure Code [In short, it will be referred as 'C.P.C.']. Earlier, in the same proceeding, the Defendant No. 2 has placed an application for interim injunction against the Plaintiff. The said application was based on his Counter Claim. Wherein, Ld. Trial Court has passed an order, dtd. 20/09/2011 and passed prohibitory interim injunction order against the Plaintiff. The same order has been challenged by Plaintiff in The Hon'ble District Court. The Hon'ble District Court has set aside the common order [Exh. 05 & 40], dtd. 20/09/2011 in Spl. C. S. No. 853/2011 of Ld. Trial Court and passed interim injunction through order dtd. 09/11/2011 against the Defendants. Thereafter, the Defendants have challenged the said order in The Hon'ble Bombay High Court, vide Writ Petition No. 11023/2011. The Hon'ble Bombay High Court has dismissed the said Writ Petition and confirmed the order of District Court. Even, The Hon'ble Supreme Court has also confirmed the order of District Court. This is the backdrop situation of present controversy.

[3] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

02] In Ld. Trial Court, the Defendant No. 2 has placed an application vide Exh. 71, under Order 39, Rule 4 of C.P.C. The said application was dismissed by Ld. Trial Court on 26/02/2015. Therefore, being aggrieved & dissatisfied, the Appellant / Defendant No. 2 has preferred this Miscellaneous Civil Appeal No.237/2015 against the impugned order below Exh.71, in Spl. C. S. No. 853/2011 passed by Ld. Trial Court.

03] For the purpose of convenience, the Appellant will be referred as 'Defendant No.2' and the Respondents will be referred as 'Plaintiff/s'.

04] The case of Defendant No.2 in brief as under :-

According to Defendant No.2, he is owner of large area, part of Gat No. 315 & 316, situated at village Kasar - Amboli, Taluka-Mulshi, District-Pune. The said land is situated between Pune-Paud Road. The Plaintiff is also owner of some of the property on the said location. One road is passing over the boundary of the land owned by Defendant No.2. The said road will be referred as 'Suit Road'.

05] The Defendant No. 2 has further asserted that the Plaintiff is claiming that it had obtained the ownership right in respect of the Gat No. 316/1 & 315 village Kasar - Amboli, Taluka-Mulshi, District-Pune, vide Sale Deed dtd. 31/01/2007.

[4] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

According to Defendant No. 2, the said Sale Deed is void-ab-initio. The said Sale Deed was executed by Power of Attorney Holder Mr. Sadruddin Husain Somaji. The said Mr. Sadruddin Somaji did not have any Power of Attorney in respect of the Gat No. 315. This fact is evident from the Development Agreement & Power of Attorney dtd. 08/06/2006. The Defendant No.2 has further specified first round of litigation that he explained that finally his SLP (Civil) No.24221/2012 has been dismissed by The Hon'ble Supreme Court on 27/08/2012. According to Defendant No. 2, the said Mr. Sadruddin Somaji, who had executed the said Sale Deed dtd. 31/01/2007 and Deed of Correction of the same date, in favour of the Plaintiff, did not have any Power of Attorney in respect of Gat No.315. This is change in circumstances which necessitated the present application vide Exh.71. Thereby, the Defendant No. 2 has prayed that interim injunction against the Plaintiff not to use the 'Suit Road' and setting aside the order of interim injunction passed in favour of the Plaintiff.

06] The Plaintiff/s Case in brief as under :-

According to the Plaintiff, the application is not maintainable in law. The Plaintiff has further submitted that the application under reply does not specify the reasons for modification of the order. None of the ingredients mentioned as per the Order 39 Rule 4 of C.P.C. are satisfied by Defendant

[5] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

No.2 in the application under reply. The Plaintiff has further contended that it has filed the injunction application vide Exh. 5 and ex-parte injunction was granted. Subsequently, the Defendants appeared and the Defendant No. 2 has filed 'Counter Claim' and injunction application against the Plaintiff. The application filed by Defendant vide Exh. 40 was allowed and injunction application filed by Plaintiff was dismissed. The Plaintiff has further asserted that being aggrieved & dissatisfied with the said order, he has filed Misc. Civil Appeal No.311/2011 challenging the order passed by Ld. Trial Court vide Exh.05 and Exh.40. The Hon'ble District Judge, Pune was pleased to allow the Appeal. Thereafter, being aggrieved & dissatisfied with the said order, the Defendant No.2 has preferred Writ Petition No. 11023/2011, before The Hon'ble Bombay High Court, by order dtd. 02/05/2011, The Hon'ble Bombay High Court was pleased to dismiss the said Writ Petition. The order passed by The Hon'ble Bombay High Court was challenged by Defendant No. 2 by filing S.L.P. which was also dismissed by The Hon'ble Supreme Court on 27/08/2012. Thus, the order passed by The Hon'ble District Court, Pune is confirmed. Thereafter, the Plaintiff has specifically denied the contents at Para No.1 to 5 of the application. Whatever is not specifically admitted hereinafter shall be deemed to be denied in toto. Lastly, the Plaintiff has prayed for rejection of the application.

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[6] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

07] The Ld. Trial Court heard both the parties, and on 26/02/2015, rejected the said application below Exh.71. Therefore, being aggrieved & dissatisfied with the said order, the Defendant No.2 has been preferred present Misc. Civil Appeal No. 237/2015.

08] At this juncture, I would like to refer few relevant grounds raised in the memo of Appeal by the unsuccessful, Defendant No. 2 while assailing the impugned order below Exh.71.

Grounds

1. The Ld. Trial Court has failed to consider and appreciate the fact that admittedly, there is no other civil proceeding pending between the parties to the Suit in any other Civil Court. Under such a circumstances, the application under Order 39 Rule 4 of the C.P.C. for setting aside / varying the earlier interim injunction order could be preferred in the Civil Suit only.
2. The Ld. Trial Court has failed to consider the fact that the alleged Sale Deed dtd. 31/01/2007 and Deed of Correction of the same date, pertaining to the Gat No. 315 are void-ab-initio and illegal and, hence, are unenforceable because the same were executed by Mr. Sadruddin Husain Somaji alleging to be the Power

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[7] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

of Attorney Holder of the Original landlords although he had no such Power of Attorney executed by the original landlords in his favour.

3. The only reason given by the Ld. Trial Court while passing the impugned order is that it cannot vary or set aside the order passed by Hon'ble District Court, Pune. The Ld. Trial Court totally failed to consider the provision of Order 39 Rule 4 which empowers the Civil Court to vary or set aside interim injunction orders passed if it is found that the same were obtained by false or misleading statement or the changed circumstances have necessitated the same. Thus, there was no question of judicial discipline involved in the matter. In fact by passing the impugned order the Ld. Trial Court has almost held that the Defendant No. 2 is remediless because the application under Order 4 Rule 4 cannot be preferred in any disposed proceedings and there was not any other civil proceedings that RCS No. 853 pending between the parties hereto.
4. The Ld. Trial Court has wrongly held that the order of interim injunction passed by The Hon'ble District Court, Pune, in Misc. Civil Appeal No. 311/2011 cannot be varied or set aside by Ld. Trial Court.

[8] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

09] On the basis of above mentioned grounds, the Defendant No. 2 has prayed for setting aside and quashing the impugned order dtd. 26/02/2015 [Exh. 71], passed by Ld. Trial Court.

10] I heard Ld. Advocates at length. They drawn my attention towards the documentary evidence on record.

11] On the above rival pleadings, the following points arise for my determination. I have recorded my findings against each of them, with reasons, stated hereinbelow :

Sr. No.	Points	Findings
01	Does Defendant No. 2 proves that the order of interim injunction is required to be set aside due to change in circumstances?	... In the negative.
02	Does Defendant No. 2 proves that he is entitled for relief of interim injunction as prayed vide Exh.71?	... In the negative.
03	Is there any need to interfere in the impugned order vide Exh.71 passed by Ld. Trial Court?	... in the negative.
04	What order ?	As per final order.

REASONING

As to Point Nos. 1 & 2 :-

12] Both the points are inter-linked to each other, hence, it is desirable to consider both of it simultaneously.

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[9] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

13] The claim of Defendant No. 2 is based on the Order 39, Rule 4 of C.P.C. The proviso of the said statutory provision explained that where an order of injunction has been passed after giving sufficient opportunities to both the parties, the said order cannot be discharged or varied or set aside, unless and until, the aggrieved party satisfied the Court that due to change in circumstances the said order is either to be required to be discharged or varied or set aside. Interestingly, in the present case, the Defendant No. 2 has claimed that the Sale Deed dtd. 31/01/2007 and Deed of Correction of the same date, are unenforceable because the same were executed by Mr. Sadruddin Husain Somaji alleging to be the Power of Attorney Holder of the original landlords. All though, he had no such a Power of Attorney executed by the original landlords in his favour pertaining to Gat No. 315. In the light of said contention, it is material to point out that the initial order of the Ld. Trial Court was passed on 20/09/2011. Thereafter, Miscellaneous Civil Appeal No. 311/2011 has been preferred against the said order and The Hon'ble District Court has passed an order on 09/11/2011. Subsequently, the Defendant No.2 has preferred a Writ Petition No.11023/2011 and The Hon'ble Bombay High Court has rejected the same on 02/05/2012. Ultimately, the Defendant No.2's SLA (Civil) No. 24221/2012 was rejected by The Hon'ble Supreme Court. The copies of the said orders are already available on record.

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[10] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

Perusal of common order [Exh. 05 & 40] passed by Ld. Trial Court dtd. 20/09/2011 specifically shows that the reference of the said Sale Deed dtd. 31/01/2007 and Deed of Correction of the same date. Similarly, the order of Hon'ble District Judge dtd. 09/11/2011 wherein, The Hon'ble District Judge has specifically mentioned that the Power of Attorney, issued in favour of Mr. Sadruddin Husain Somaji, referred the said Sale Deed dtd. 31/01/2007 and Deed of Correction of the same date and further it observed at Para No. 23 that the 'Suit Road' is meant for the purpose of use of all the land owners at Gat Nos.315 and 316 respectively; Even if, for the sake of argument, one accepts the Defendant No.2's contention that the said Power of Attorney was not meant for Gat No. 315 still there is no dispute about Gat No. 316. I have perused the said Power of Attorney dtd. 08/06/2006 it refers Gat No. 316/1. Undoubtedly, the Sale Deed dtd. 31/01/2007 is pertaining to Gat No. 316/1. The Deed of Correction dtd. 31/01/2007 only specifies about the Suit Road which passes through Gat No. 315 & 316. These all factors were considered by The Hon'ble District Judge in their order dtd. 09/11/2011. The Hon'ble Bombay High Court and The Hon'ble Supreme Court has confirmed the said order of The Hon'ble District Judge, Pune. The facts alleged by the Defendant No. 2 were already in existence. No circumstances have been changed. Merely because, the Defendant No.2 has failed to advance an

[11] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

argument on the same point before first round of litigation that itself cannot be ground to assume that things have changed or circumstances have changed. Even, the effect of amendment of written statement would go back to the date of filing of written statement. Therefore, the claim of the Defendant No. 2 cannot be digested. Bare cursory look the order dtd. 09/11/2011 of The Hon'ble District Judge clarifies that he has considered all the pros and cons of controversy between the Plaintiff & Defendants. All the contentions raised by Defendant No. 2 has been dealt with.

14] Thus, the Defendant No. 2 has miserably failed to prove that there was any change in circumstances after the passage of order of interim injunction against him. Whatever the circumstances pointed out were related to the Year 2006 and 2007. I have already mentioned that the Ld. Trial Court and all the Superior Courts have referred the said facts in detail. Therefore, the Defendant No. 2's claim is baseless. Hence, I answer point Nos. 1 and 2 in the negative

As to point No. 3 :

15] In view of my findings on Point Nos. 1 & 2, present Misc. Civil Appeal No. 237/2015 will have to be dismissed. There is no necessity to interfere in findings given by the Ld. Trial Court. The Ld. Trial Court has considered the matter in its entirety. Merely because, the Ld. Trial Court's

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[12] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

order is not elaborate that itself cannot be a ground to set aside the same. Resultantly, I answer point No.3 in the negative, and proceed to pass the following order.

ORDER

01] This Miscellaneous Civil Appeal No. 237/2015 is hereby dismissed.

02] The impugned order below Exh.71 dtd. 26/02/2015 in Spl.C.S. No. 853/2011 passed by 18th Jt. Civil Judge, Junior Division, Pune, against the Defendant No. 2 is hereby confirmed.

03] Costs will be costs in cause.

This Misc. Civil Appeal is disposed off.

Pronounced in open Court.

Sd/-***

Place : Pune.

Date : 14/01/2016

[Jayendra C. Jagdale]

5th Ad-hoc District Judge and
Assistant Sessions Judge, Pune.

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[13] Jug. in Misc. Civil Appeal No. 237 of 2015 Exh. 17.

CERTIFICATE

I affirms that the contents of this PDF file Order/Judgment are same word for word as per original Order/Judgment.

Name of Steno : G. M. Patil [H.G.]

Court Name : Shri. Jayendra C. Jagdale
5th Ad-hoc District Judge &
Assistant Sessions Judge, Pune.

Order/Judgment Date : 14/01/2016

Order/Judgment signed by
Presiding Officer on : 18/01/2016

Order/Judgment uploaded on : 19/01/2016

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ORDER BELOW EXH.05 & 20

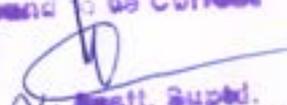
- 1) Both the applications are interlinked with each other therefore, they are taken for common discussion to avoid the repetition of facts.
- 2) The application below Exh.5 is by the plaintiff under Order XXXIX, Rule 1 & 2 of the Code of Civil Procedure for removing the obstruction describe in Schedule C of the plaint and make the road described in Schedule B of the plaint free from any obstacle for ingress and egress from Pune Paud Road passing through Gat No.315 and Gat No.316 to the factory of plaintiff . The plaintiff also prayed for Police Protection for the removal of obstacle if required as mentioned in Schedule C.
- 3) Property Schedule mentioned by the Plaintiff :-

Schedule A

All that piece and parcel of the property bearing Gat No. 316/1 having area adm. About 0 H 92 R Village Kasar Amboli, Taluka Mulshi, Dist.Pune and situated within the Sub-registrar, Mulshi Paud, Pune, which is bounded as under :-

- | | | |
|-------|---|--|
| North | : | Remaining portion of Gat No.316. |
| South | : | Land of Tata Yutaka of this Gat Number. |
| East | : | By internal road and property of Kumar Pressing and Electromech. |
| West | : | Gat No.317 and 318. |

प्रकृत पत्रे १७२६
 Verified from Original
 Found to be Correct


 Asst. Suptd.
 Civil Court, Pune

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Spl. Civil Suit No.1078/2019

Schedule B

I] All that piece and parcel of the land comprising 12 meter wide road running north-south i.e. from Paud Road to plaintiffs factory situated upon and passing through Gat No. 315 at Village Kasar Amboli, Taluka Mulshi, Dist. Pune and situated within the Sub-registrar, Mulshi Paud, Pune , which is bounded as under:-

- North : Pune Paud Road.
 South : Gat No. 316.
 East : Land owned by Electromech out of Gat No.315.
 West : Land owned by Vinayak Electricals out of Gat No. 315 and property of Gosavi.

II] All that piece and parcel of the land comprising 12 meter wide road running north-south i.e. from Paud Road to plaintiffs factory situated upon and passing through Gat No. 316 at Village Kasar Amboli, Taluka Pune, Mulshi, Dist. Pune and situated within the Sub-registrar, Mulshi Paud, Pune , which is bounded as under:-

- North : Gat No.315 & then Pune Paud Road.
 South : Remaining portion of Gat No.316 and property of plaintiff.
 West : Land owned by Vinayak Electricals out of Gat No.316.
 East : Property of Electromech our of Gat No.316.

Schedule C

The obstructions in the form of I-Beams, mud, dubbar and

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✓ wall having height of 1 feet constructed upon the Schedule B (I) property which is shown in the map annexed to the plaint which is also shown in 2 photographs annexed to the plaint.

4) In short, the case of the plaintiff is that, the plaintiff is the Private Limited Company. The manufacturing activity is going on for last 12 years. There is approached road from Pune Paud Road through Gat No.315 and Gat No.316. The co-sharer of the defendant Subhash Tanna and vendor Vasant Chande was abstracting the plaintiff from using the said road. Therefore, R.C.S. No.853/2011 came to be filed. In the said suit the Hon'ble Appellate Court recognized the right to use approached road. The said finding is confirmed upto Hon'ble Supreme Court. Therefore, the defendant not having any right to obstruct the plaintiff from using the said road.

5) It is the contention of the plaintiff that, the present defendant unauthorizedly dug the road and stones are laid down upon the road and also kept Iron I-Beams, mud, dubbar & wall having height of 1 feet. The said act of the defendant cause great inconvenience and irreparable injury. Therefore, the plaintiff file the present application.

6) The defendant strongly object the present application by filed detail say below Exh.15. In short, it is the contention of the defendant that, the plaintiff having no right to use the approached road passing through Gat No.315 and 316 to the property Gat No.316/1. It is the submission of the defendant that, the sale deed dated 31.01.2007 vide which the plaintiff claims to have acquired this right is void-ab-initial. Mr. Sadruddin Hussain Somaji who executed the sale deed in ✓

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favour of plaintiff did not have any power of attorney in respect of Gat No.315 at any point of time. Thus, he had no power or authority to execute any document or deed in respect of Gat No.315. It is the submission of defendant that, the map annexed at Page No.11 to the sale deed dated 30.06.2007 specifically shows that this access road from Pune Paud Road is out side the area admeasuring about 00 H 43 acres in Gat No.315.

7) The defendant also submits that, the present defendant was not party to the said litigation therefore, the finding in that suit is not binding upon him. The other contention raised by the defendant is that, leave and license agreement was executed by and between defendant and Electromech material handling system (I) Pvt. Ltd. On 18/03/2019 for period of 3 years. The all the materials mentioned in para No.9 of the plaint is owned by the Electromech Material Handing System (I) Pvt. Ltd and therefore, the Electromech is a necessary party to the suit. The plaintiff concealed the several facts about the litigation. Therefore, the plaintiff is not entitled to any relief.

8) The defendant by way of Exh.20 also moved the counter temporarily injunction application under O 39 R 1 & 2 of CPC.

Suit Property

/ All that piece and parcel of the land bearing Gat No.315, village Kasar Amboli, Taluka Mulshi, District Pune, admeasuring 00 H 21.5 Ares and bounded as under:-

On or Towards East - Gat No.315.,

On or Towards South - Land owned by Mr. Subhash Tanna
from Gat No.315.,

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On or Towards West - Odha and beyond it Gat No.345,346 and 347.,

On or Towards North - Land owned by Mr. Gosavi from Gat No.315.,

alongwith all the right of ingress and outgress and the easementary rights attached to it and more specifically shown in red ink in the map attached to this plaint which shall be treated as a part of this plaint (herein referred to as " the suit land").

9) In short, it is the contention of the defendant that, in the sale deed dated 30.06.2007 at page No.11 a map is annexed which specifically shows the exact location of the suit land alongwith the access road from Pune Paud Road to Gat No.316/1. This access road is outside the area admeasuring about 00 H 43 Acres in Gat No.315. The defendant and Mr. Tanna have mutually separated their equal shares in the year 2018. the defendant got measure the land from TILR office. When the defendant got the certificate copy of this measurement map it was revealed that the alleged access road in respect of which the plaintiff is claiming the right in this suit was being used by the plaintiff through the area admeasuring 00 H 43 Acres owned by defendant and Mr. Tanna. The defendant had immediately brought this fact to the Notice of concerned watchman of the plaintiff company and had requested him to tell the officers of the plaintiff company to stop the use of the alleged access road. But they overlooked the request of defendant. Therefore, the defendant filed the present counter claim and asked relief of temporarily injunction therein from restraining the plaintiff from using the alleged access road till the disposal of present counter claim.

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10) The plaintiff filed reply to the said counter temporarily injunction application vide Exh.22 . It is the contention of the plaintiff that, there is material suppression of material facts it amounts to practicing fraud upon the court therefore, the defendant is not entitled for any relief.

11) It is the contention of the plaintiff that, the defendant is mis-representing and mis-interpreting the contents of sale deed as per his own convenience. In the sale deed at page No.11 the road is shown. Upon the said road Electricity poles are erected. In the sale deed there is specific averments regarding the approached road. The plaintiff in his reply denied the all contention raised by the defendant in the counter claim and specifically submits that, the defendant has not made out any ground for granting injunction application. The defendant has not placed on record any document demonstrating that alternative motorable free access road is available to the plaintiff. In this contention the plaintiff prayed for rejection of counter temporarily injunction.

12) Considering rival contentions of the parties, the following Points arise for my consideration. I have recorded my findings thereon for the reasons to follow :

	POINTS	FINDINGS
1)	In whose favour prima facie case lies ?	Plaintiff
2)	In whose favour balance of convenience lies ?	Plaintiff
3)	Who will suffer irreparable loss if injunction is not granted ?	Plaintiff
4)	What Order ?	As per Final Order

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REASONSAS TO POINTS NO. 1

- 13) The present applications moved around very narrow compass i.e. whether the plaintiff having approached road from Pune Paud road passing through Gat No.315 and 316. Answered to the said question will resolve the dispute between the parties. Therefore, now it has to be seen that, whether prima faice plaintiff shows that, there is approached road from Pune Paud road passing through Gat No.315 and 316. Per contra, the defendant whether prima facie proves that, the alleged road is not within the Gat No.315 but outside the area admeasuring 00 H 43 acres of Gat No.315.
- 14) The Ld. Advocate for the plaintiff at length argued that, the present issue is already adjudicated in the Civil S. No.853/2011 and in the said suit while deciding the temporarily injunction it was specifically held that, the defendant has no right to obstruct the plaintiff from using the said road. The said finding is confirmed upto Hon'ble Supreme Court.
- 15) The Ld. Advocate for the defendant at length argued that, the present plaintiff is not party to that suit. Therefore, the finding in that suit is not admissible in the present suit. The Ld. Advocate for the defendant while arguing the application also brought my attention towards the Section 40 to 43 of Indian Evidence Act and also cited the case State of Bihar V/s Radha Krishan Singh and Others reported in AIR 1983 SC 684.
- 16) I have given thoughtful consideration to the argument advanced by both the side. I have gone through the case cited supra. In the case cited supra the Hon'ble Apex Court classified the document under

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three heads- 1) Document which are per se inadmissible , 2) Recital in judgment not inter parties and 3) Document or Judgments post litem Motam. The Hon'ble Apex Court discussed various decisions and at Para No.137 held that, the cumulative effect of the decision is that under the Evidence Act a judgment which is not inter parties is inadmissible in evidence except for the limited purpose of proving as to who the parties were and what was the decree passed and the properties which are subject matter of the suit . In these circumstances, therefore, it is not open to the plaintiff- respondents to derive any support from some of the judgments which they have filed in order to support their title and relationship in which neither plaintiff nor defendants were parties. Indeed, if the judgments are used for limited purpose mentioned above, they do not takes anywhere so as prove the plaintiff case.

17) In the light of ratio laid down by the Hon'ble Apex Court I am taking into consideration the present application. Admittedly, in RCS No.853/2011 the present defendant was not party. Therefore, the finding in the interim application is not admissible to prove the fact that, there is existence of approached road. The plaintiff has to prove the said fact independently.

18) Now it has to be seen that, whether the plaintiff prima facie proved his contention. For the said purpose I am taking into consideration the document filed in support.

19) The plaintiff firstly brought my attention towards the Page No.14 of sale deed executed on 31/01/2007. On perusal of page No.14 there is specifically mentioned about the 12 meter road. It is mentioned that the said road will be running through the center of 12 mtr wide road

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✓ and running from Pune Paud Road to the boundary of the land purchase by the purchaser . It is also specifically mentioned that, the road passing through Gat No. 315 and 316 will be used as a common road by land owners in those Gat numbers. In the said sale deed the map also attached which also specifically shows the road passing through the Pune Paud Road.

20) The Id. Advocate for the plaintiff also brought my attention toward the defendant sale deed executed on 30.06.2007. In the said sale deed at Para No.6 it is specifically mentioned that, the vendor have also transferred the easementary rights of approached road to the said land from Pune Paud Road. In the schedule property it is specifically mentioned that, the said land more particularly shown in blue hatched lands in the map annexed thereto and the approached road thereof the shown in red hatched lines thereon. The sale deed also having the map attached thereto. On perusal of the said map it appears that, the road is clearly shown in the map.

21) The Id. Advocate for the defendant argued at length that, the approached road is outside the suit property. On bare perusal of the map it appears that, the road is passing outside the blue hatched lines. Therefore, it can be said that, the said approached road is not passing through the defendants property.

22) I have given thoughtful consideration in the said argument . At this stage of interim injunction application the facts need to be evaluate prima facie. If it had been the fact that, the approached road is not passing through the defendants property and it is passing outside of defendants property. Then there was no need to mention its specifically in the

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schedule property that the said land is more particularly shown in blue hatched and approached road. If it had been the fact that, the approached road is not within the defendants property then it must be came in the four boundaries that the adjacent to the suit property towards the Eastern side there is approached road . Therefore, at this stage I am not much convenience that the road is outside the suit property.

23) The plaintiff to prove its contention prima facie filed the sale deed of adjoining land holder. On perusal of sale deed bearing register No.5496/2007 executed on 07/08/2007 it appears that, the vendor of present defendant executed the sale deed in favour Vinayak Electrical in which it is specifically mentioned about 12 mtr road in Gat 316/1. In the sale deed also in similar style mentioned the fact that, the suit property shown in blue hatched lines in the map annexed hereto and the approached road starting from Pune Paud Road thereof. The map is also attached to the sale deed which also shows the approached road. The another sale deed bearing register No.5498/2007 executed by the vendor of defendant also mentioned the same facts.

24) The plaintiff to prove his contention prima facie also relied on the Public Notice issued by Advocate Uday Pujari. On perusal of said notice it appears that, present defendant issued title, clearance and verification public notice. On perusal said notice it appears that, the propose 12mtr road is also mentioned in the four boundaries of Gat No.315.

25) On collective reading of all those documents, prima facie it appears that, there is approached road and the said fact his continuously reflecting not only in the register document but also in the Public Notice

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issued by the defendant himself.

26) The Ld. Advocate for the defendant while arguing his application brought my attention towards the measurement conducted by TILR. On perusal of said map it appears that, the road shown passing through the Gat No.315. It is also important to note here that, after the road the boundary of Gat number shown to be closed by dotted lines. Which also indicates that, the road is passing through Gat No.315 and not adjoining to the defendants property.

27) From the all above documents prima facie it appears that, there is road passes through the defendants property. Now, the question poses before me is that, whether the said road is used by the plaintiff to approach his industry. The plaintiff pleaded so. On perusal of counter claim of the defendant it appears that, the defendant also admitting the said fact that, the plaintiff is using the road withing the defendants property. The defendant at para No.3 of his counter claim mentioned the fact that, when the defendant got the certificate copies of measurement map it was revealed that, the alleged access road in respect of which the plaintiff is claiming right in the suit was being used by the plaintiff through the area admeasuring 00 H 43 Acres land owned by defendant and Mr. Subhash Tanna. It is also mentioned therein that, the defendant also requested the plaintiff to stop used of the alleged access road passing through Gat No.315. The said pleading of the defendant is self speaking that, the plaintiff was using the said road.

28) As I discussed earlier the documentary evidence clearly showing that, there is approached road. The pleading of the defendant in counter claim itself suggesting that, the plaintiff is using the road which is

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passes from the defendants property. Whether the said road is proposed to be given within the property or adjacent to the defendants property is the matter trial. At this juncture prima facie it can be said that, the plaintiff was using the road which is passes through the defendants property till the obstruction i.e. near about 12 years.

29) The Ld. Advocate for the defendant also argued that, plaintiff has concealed the several facts about the litigation between plaintiff and Mr. Subhash Tanna. It is also contention of the defendant that, the plaintiff construction is illegal. The employee of the industry is not enrolled to the employee insurance policy.

30) I have given thoughtful consideration to the argument advanced by the Ld. Advocate for defendant. The defendant at one hand submit that, the defendant having no concerned with the litigation between the plaintiff and Mr. Subhash Tanna and on other hand he stated that, plaintiff is concealing the fact about the litigation. So, as per the case cited by the defendant the said litigation having no relevancy if the present defendant is not party to the said proceeding. On perusal of particulars given by the defendant about the litigation between plaintiff and Mr. Tanna it appears that, the said litigation is regarding the revenue entries. Those litigation not having any relevance regarding the right of approached way . Therefore, it cannot be said that, those are material concealment.

31) The other contention regarding illegal construction and non registration of employees to the insurance is concerned, the said fact is also not having any relevance regarding the approached road. Whether the construction is legal or illegal, the employee are registered or not is

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not at all matter in issue therefore, I am not much convenience about the said argument.

32) The defendant in his application specifically mentioned the fact that, the plaintiff having alternative road. He also submits that, in the sale deed towards Eastern side internal 15mtrs wide common road touching boundaries wall of subject matter is given. Therefore, now the plaintiff cannot insist the alleged access road. I have given thoughtful consideration to the said argument . It is true that, in the sale deed there is internal 15 mtrs wide road is mentioned in the sale deed. However, the defendant nowhere demonstrate with the aid of map or other document whether the said road is attached to the Pune Paud Road or the said road is used by other adjacent owner. Except the recital in the sale deed there is nothing on record which certified the contention of the defendant . As I discussed above the plaintiff prima facie prove the fact that he is using the approach way in dispute. The defendant also admitted the said fact in his written statement. Therefore, now the defendant without following due process of law cannot obstruct the plaintiff.

33) As regard to closer of road is concerned the said fact is also admitted by the defendant in his written statement that, there is all the materials mentioned in para No.9 of the plaint is owned by Electromech Material Handling System Pvt. Ltd. Therefore, this is also not disputed fact that, road is closed.

34) Thus, from all above discussion I come to the conclusion that, the plaintiff prima facie prove the fact that, there is approached road which was used by the plaintiff. The plaintiff also prima facie prove the fact that, the defendant closed the said road without following any due

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process of law. Per contra, defendant prima facie failed to prove the fact that, the right of approached road of the plaintiff is not within the suit property of the defendant but it is adjacent to the his property. Therefore, I answered point No. 1 in favour of plaintiff.

As to Point No.2:-

35) It has to be seen that, in whose favour balance of convenience lies if injunction is granted or refused. From the written statement it is clear that, the plaintiff was using the said road and when the defendant got measure his land dispute aroused between the parties. It is contention of the plaintiff that, to run the industry he need to use the said road otherwise his whole industry will be shut down and near about 120 employees will be jobless. Per contra, if defendant side is seen he just dump raw material on the road. If that raw material shifted elsewhere no prejudice will be caused to the defendant. Therefore, in the scale greater inconvenience is to plaintiff than the defendant. Therefore, in my consider view the balance of convenience comparatively lies in favour of plaintiff.

As to point No.3:-

36) So far as, irreparable injury is concerned, due to road closer the industry of plaintiff is shut down. If the plaintiff not get the approached road open then it will not only causes injury to the plaintiff but also to his employee whose daily bread and butter is depend on the industry. That cannot be compensated in terms of money in future. Per contra, there is as such no irreparable injury cause to the defendant. Thus, I answered Point No.3 in favour of plaintiff.

As to Point No.4

37) I answered Point No.1 to 3 in favour of plaintiff. Now only

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moot question poses before me is that whether this is the fit case where the interim mandatory injunction can be granted. In the case of Dilip Kumar V/s M. Karthik it is held that, once the claim in respect of common passage is established the interim mandatory injunction can be granted. In the case of Indian Cable Co. Ltd. V/s Sumitra Chakraborty AIR 1985 Calcutta 248 it is held that, the mandatory injunction on application can be granted. Even if result into granting relief claim in the suit.

38) As I stated above there is urgency and if the interim injunction is not granted then it will cause irreparable injury. Therefore, I am of the view that, plaintiff is entitled to grant of interim mandatory injunction. Thus, pass the following order.

ORDER

- 1) The temporarily mandatory injunction application of plaintiff below Exh.5 is allowed.
- 2) The temporarily injunction application of defendant below Exh.20 is rejected.
- 3) The defendant his servant, his agent or anybody claiming through him is directed by interim mandatory injunction to remove the obstruction describing Schedule C of the plaint and make the road describing Schedule B of the plaint free from any obstacles for egress and ingress from Pune Paud Road passing through Gat No.315 and Gat No. 316 to the factory of plaintiff within one week from this order at his own cost.
- 4) If the defendant fails to remove obstruction as directed above then the plaintiff is at liberty to remove the obstacles

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Spl. Civil Suit No.1078/2019

mentioned above with the aid of police protection. The expenses incurred for removal of obstruction be adjust at the bill of cost.

Pune.

Date : 03/08/2019.



(N.S.Puri)

20th Jt. Civil Judge, Senior Division,
Pune

मुद्रा पाणे १ने १९
verified from Original
found to be correct

Asstt. Suptl.
Civil Court, Pune

3 AUG 2019

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- १) मो.एचजे.इंडस्ट्रिज प्रा.लि. तर्फे श्री.किरीट कोठारी रा.कासारआंबोली, ता. मुळशी, जि. पुणे, यांचा दि.१९/१०/२०११ रोजीचा अर्ज व त्या सोबतचे कागदपत्रे.
- २) मंडलअधिकार पिरंगुट यांचा अहवाल जा.क्र.वशी/५२३/११ दि.१२/१२/२०११ अन्वये सादर केलेला अहवाल व त्या सोबतचे चौकशीचे कागदपत्रे.
- ३) महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५

तहसिल कार्यालय, मुळशी
क्र.हनो/एसआर/१६७/२०११
पौड दिनांक ३५/१२/२०११

आदेश:-

विषय:- मौजे कासारआंबोली, ता. मुळशी, जि. पुणे येथील जमीन ग.नं.३१६/१ पैकी क्षेत्र ०० हे.९२ आर दस्त नंबर ७०३/०७ दि.३१/०१/२००७ रोजीच्या नोंदणीकृत खरेदीपत्राद्वारे दाखल झालेला फेरफार नंबर १७०३ या नोंदीद्वारे अर्जदार यांनी खरेदी केलेले क्षेत्र अर्जदार यांचे नांवा समोर क्षेत्र नमूद करणेबाबत.

मौजे कासारआंबोली, ता. मुळशी, जि. पुणे येथील जमीन ग.नं.३१६/१ पैकी क्षेत्र ०० हे.९२ आर दस्त नंबर ७०३/०७ दि.३१/०१/२००७ रोजीच्या नोंदणीकृत खरेदीपत्राद्वारे दाखल झालेला फेरफार नंबर १७०३ या नोंदीद्वारे अर्जदार यांनी खरेदी केलेले क्षेत्र अर्जदार यांचे नांवा समोर क्षेत्र नमूद करणेबाबत अशा आशायाचा अर्ज अर्जदार यांनी दि.१९/१०/२०११ रोजी या कार्यालयास सादर केला आहे.

या कार्यालयाचे पृष्ठांकन क्रमांक हनो/कावि/१८८२/११ दिनांक २१/१०/२०११ अन्वये हा अर्ज चौकशी अंती अहवाल सादर करणेसाठी मंडलअधिकारी पिरंगुट यांचेकडे पाठविणेत आला आहे. या कामी चौकशी करून मंडलअधिकारी पिरंगुट यांनी त्यांचेकडील जा.क्र.वशी/५२३/११ दि.१२/१२/२०११ अन्वये त्यांचा अहवाल सादर केला आहे. या अहवालामध्ये मंडलअधिकारी पिरंगुट यांनी अर्जदार यांचे विनंतीप्रमाणे मौजे कासारआंबोली ता. मुळशी, जि. पुणे येथील जमीन ग.नं.३१६/१ पैकी क्षेत्र ०० हे.९२ आर या मिळकतीचे दिनांक ३१/०१/२००७ रोजीच्या खरेदीपत्राद्वारे गावचे अभिलेखामध्ये दाखल झालेला फेरफार नंबर १७०३ या नोंदीद्वारे अर्जदार यांचे नांव नमूद आहे. परंतु त्यांनी खरेदी केलेला क्षेत्राचा उल्लेख उक्त नोंदीमध्ये असून देखील त्यांचे नावासमोर खरेदी केलेल्या क्षेत्राचा उल्लेख केलेला नसलेने फेरफार नंबर १७०३ या नोंदीद्वारे अर्जदार यांचे नावासमोर क्षेत्र नमूद करणेस हरकत नाही असा अभिप्राय मंडलअधिकारी पिरंगुट यांनी त्यांचे अहवालामध्ये व्यक्त केला आहे.

या प्रकरणी अर्जदार यांचा अर्ज आणि त्या लागतची कागदपत्रे, मंडलअधिकारी पिरंगुट यांचा अहवाल यांचे अवलोकन करता असे स्पष्ट होते की, मौजे कासारआंबोली ता. मुळशी, जि. पुणे येथील जमीन ग.नं.३१६/१ क्षेत्र १० हे. ४० आर पैकी क्षेत्र ०० हे. ९२ आर ही मिळकत अर्जदार मो.एचजे. इंडस्ट्रिज प्रा.लि.तर्फे अधिकृत सही करणार अर्जदार श्री.किरीट कोठारी यांनी

तहसिलदार



मुळशी
दि.१२/१२/२०११
(५/३)

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१) श्री. कैलास पोपटगीर गोसावी २) श्री.विलास पोपटगीर गोसावी ३) श्रीम.सखुबाई पोपटगीर गोसारी यांचे तर्फे कु.मू.महणून श्री. सद्दुद्दीन हुसेनअली सोमजी यांजपासून दस्त नंबर ७०३/०७ दि.३१/०१/२००७ रोजी झालेल्या नोंदणीकृत खरेदीपत्राद्वारे खरेदी केलेली असल्याचे या प्रकरणातील उक्त खरेदीपत्राची व सुची क्रमांक २ ची छायांकित प्रत पाहता स्पष्टपणे दिसून येत आहे. या खरेदीपत्राची नोंद गावचे अभिलेखामध्ये फेरफार नंबर १७०३ या नोंदीद्वारे दाखल होवून सदर नोंद मंजूर देखील झालेली असल्याचे या प्रकरणातील उक्त फेरफार नंबर १७०३ पाहता दिसून येत आहे. तसेच सदर नोंदील स्तंभ ३ पाहता अर्जदार यांनी ग.नं.३१६/१ खरेदी क्षेत्र ०० हे. ९२ आर.असे नमूद केलेले आहे. परंतु या मंजूर नोंदीचा अंमल उक्त मिळकतीच्या गा.न.नं.७/१२ सा देतांना केवळ अर्जदार यांचे नावाचाच दिलेला असलेचे या प्रकरणातील सन २०१०/२०११ या कालावधीचा प्रश्नाधिन मिळकतीचा गा.न.नं.७/१२ पाहता दिसून येत आहे. ही चुक फेरफार नंबर १७०३ या नोंदीचा अंमल देतांना नजरचुकीने / हस्तदोषाने अर्जदार यांनी खरेदी केलेल्या क्षेत्राचा उल्लेख गाव कामगार तलाठी यांचेकडून झालेला नसलेचे स्पष्टपणे दिसून येत आहे. ही हस्तदोषाची चुक दुरुस्ती करणेपुर्वी महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५ च्या तरतुदीनुसार संबंधितांना नोटीस देणेची आवश्यकता असते. या प्रकरणी प्रश्नाधिन जमीनीत अन्य सहधारक आहेत ही वस्तुस्थिती असली तरीही या प्रस्तावित दुरुस्तीमुळे या जमीनीतील अन्य सह हिस्सेदारांच्या नांवामध्ये किंवा त्यांनी धारण केलेल्या क्षेत्रामध्ये कोणताही बदल होणार नसल्याने संबंधितांना नोटीस देणेची आवश्यकता नाही. तसेच सदरची चुक दुरुस्ती करणेची शिफारस देखील मंडलअधिकारी पिरंगुट यांनी त्यांचे अहवालामध्ये केलेली असल्याने व या प्रस्तावित दुरुस्तीस अर्जदार यांनी सादर केलेली कागदपत्रे देखील सुसंगत असलेने या प्रकरणी अर्जदार यांचा अर्ज स्विकृत करून या प्रकरणी मी पुढील प्रमाणे आदेश पारित करीत आहे.

सबब, मी तहसिलदार मुळशी, महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५ अन्वये मला प्राप्त असलेल्या अधिकारांचा वापर करून असा आदेश देतो की, मौजे कासारआंबोली, ता. मुळशी, जि. पुणे येथील जमीन ग.नं.३१६/१ क्षेत्र १० हे. ४० आर पैकी या मिळकतीच्या गा.न.नं.७/१२ कब्जेदार सदरी नमूद असलेले मे.एचजे. इंडस्ट्रिज प्रा.लि.तर्फे श्री.किरीट कोठारी यांचे नावा समोर क्षेत्र ०० हे. ९२ आर असे दस्त नंबर ७०३/०७ दि.३१/०१/२००७ रोजीच्या नोंदणीकृत खरेदीपत्राद्वारे गावचे अभिलेखामध्ये दाखल झालेल्या व मंजूर झालेल्या फेरफार नंबर १७०३ या नोंदीद्वारे दाखल करणेत येत आहे.



(हेमंत निकम)

तहसिलदार मुळशी (पोड)

प्रति, मे.एचजे.इंडस्ट्रिज प्रा.लि. तर्फे श्री.किरीट कोठारी यांचे नावा समोर क्षेत्र ०० हे. ९२ आर असे दस्त नंबर ७०३/०७ दि.३१/०१/२००७ रोजीच्या नोंदणीकृत खरेदीपत्राद्वारे गावचे अभिलेखामध्ये दाखल झालेल्या व मंजूर झालेल्या फेरफार नंबर १७०३ या नोंदीद्वारे दाखल करणेत येत आहे.

प्रति, गाव कामगार तलाठी मौजे अकोले, ता. मुळशी, जि. पुणे यांचेकडे उक्त आदेशाप्रमाणे अधिकार अभिलेखात दुरुस्ती करून दुरुस्त ७/१२ सह अहवाल सादर करणेसाठी अग्रपिप्त.

प्रति- मंडलअधिकारी, पोड, ता. मुळशी, जि. पुणे यांजकडे माहितीसाठी व योग्य त्या कार्यवाहीसाठी.

(हेमंत निकम)

तहसिलदार मुळशी (पोड)

सुभाष बोरकर, उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग पुणे यांचे न्यायालयात

आरटीएस/अ/एसआर/४२८/२०१३.

श्री. सुभाष कल्याणजी टत्रा.

रा. ९१७/२१ फर्ग्युसन कॉलेज रोड पुणे ४११ ००४.

—वादी

विरुद्ध

मे. एच.जे.इन्डस्ट्रीज, प्रा.लि.

बजाज भवन, नरीमन पॉईंट, मुंबई नंबर ४०० ०२१.

गाव नंबर ३१६/१ कासार आंबोली, ता.मुळशी

वर्फ किर्ती कोठारी,

२) श्री.कैलास पोपटगीर गोसावी

३) श्री. विलास पोपटगीर गोसावी.

४) श्रीमती. सखुबाई पोपटगीर गोसावी.

रा. मोहितेवाडी रोड पिंपळगांव ता.खेड जि.पुणे

—प्रतिवादी

महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम २४७ खालील अपील.

दावा जमिनीचे वर्णन-

गांव	तालुका	स./ग.नं.	क्षेत्र (हे.आर)	फेरफार क्र
कासार आंबोली	मुळशी	३१६/१	०.९२	१७०३ नुसार ७/१२ स दाखल असलेल्या नांवा समोर क्षेत्र नमूद करणेबाबत

नि काल प त्र

प्रतिवादी क्रमांक १ यांनी दावा जमीन कैलास पोपट गीरगोसावी व विलास पोपट गीरगोसावी वगैरे यांचे कुलुखत्यार सुद्रहिन हुसेन सोमजी यांचेकडून रजि.दस्त क्र. ७०३/२००७ अन्वये दि. ३१/१/२००७ रोजी खरेदी केली आहे. या खरेदीपत्राची नोंद फे.नं. १७०३/१२-२-२००७ अन्वये हक्कपत्रकी धरणेत आली असता त्यावर तक्रार केस महसूल अव्वल कारकून यांचेकडे चालून महसूल अव्वल कारकून यांनी तक्रार केस/एसआर/२१४/०७ अन्वये चौकशी करून दि. ३०/१०/२००७ रोजी दिलेल्या निर्णयानुसार मंडल अधिकारी यांनी सदरची नोंद दि. १/११/२००७ रोजी मंजूर केली आहे.

अशा रितीने फे.नं. १७०३/१२-२-२००७ हा मंजूर झाला असताना प्रतिवादी क्रमांक १ खरेदीखतानुसार त्यांचे नांवासमोर ०.९२ हे.आर क्षेत्र नमूद करणेबाबतचा अर्ज तहसिलदार मुळशी यांचेकडे दिनांक ११/१०/२०११ रोजी दिला. सदरचे अर्जाबाबत तहसिलदार मुळशी यांनी महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५ अन्वये चौकशी करून त्यांचे नांवा समोर ०.९२ हे.आर क्षेत्र नमूद करणेचा आदेश क्रमांक हनो/एसआर/१६७/२०११ दि. २७/१२/२०११ अन्वये दिला.

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त्या आदेशानुसार फे.नं. २८०१/३-१-२०१२ अन्वये नोंद धरून प्रतिवादी क्रमांक १ यांचे नावासमोर ०.९२ हे.आर क्षेत्र नमूद केले आहे. त्यावर नाराज होवून वादी यांनी प्रस्तुतचे अपील दाखल केले आहे.

प्रस्तुत अपीलाकामी वादी व प्रतिवादी यांना रितसर सुनावणीच्या नोटीसा काढून म्हणणे मांडणेश संधी देण्यात आली. वादी व प्रतिवादी क्रमांक १ यांचे विधिज्ञ चौकशीकामी हजर झाले आहेत तर उर्वरित प्रतिवादी हे अपीलाचे चौकशीकामी येरहजर राहिले. वादी व प्रतिवादी क्र.१ यांचे विधिज्ञ यांचे तोंडी युक्तिवाद ऐकण्यात आला. प्रतिवादी क्र.१ यांचे तर्फे लेखी युक्तिवादही दाखल करणेत आला असून तो अपील संचिकेत समाविष्ट करणेत आला आहे. उभय विधिज्ञ यांनी एकुण ७/१२ वरील क्षेत्र व कब्जेदारांचे क्षेत्र याचा मेळ घेता क्षेत्रामध्ये तफावत असल्याचे मान्य केले. त्यामुळे अपीलाकामी उभय पक्षकारांना दिलेल्या संधीचा विचार करून सुनावणी बंद करून अपील निर्णयावर ठेवणेत आले असून त्यामध्ये गुणवत्तेवर निर्णय घेणेत येत आहे.

वादी यांचे अपील अर्जाचा व तोंडी युक्तिवादाचा थोडक्यात सारांश असा की, दावा मिळकत गट नंबर ३१६/१ क्षेत्र १०.४०.७ हे.आर मध्ये पोपटगीर केशवगीर गोसावी यांचा ०-१-४ हिस्सा असून त्यांचे मृत्यूनंतर प्रतिवादी नं.२ ते ४ यांना प्राप्त झालेला आहे. त्यानुसार या मिळकतीमध्ये त्यांचे वारसांना ०.२५.५ हे.आर इतके क्षेत्र मिळालेले आहे. सदर प्रतिवादी नं.२ ते ४ यांनी उक्त मिळकतीपैकी ०.३० हे.आर क्षेत्र श्री. वसंत चांदे यांना सन २००० मध्ये विक्री केलेले आहे. त्याची नोंद फे.नं.१०७८ अन्वये झालेली आहे. त्यानुसार सदर गटातील ०.६७ हे.आर इतके क्षेत्र प्रतिवादी नं.२ ते ४ यांच्या नावे आहे. सदर प्रतिवादी नं.२ ते ४ यांनी दि. ३१/१/२००७ रोजी प्रतिवादी क्र.१ यांना बनावट दस्ताच्या आधारे दावा मिळकतीतील ०.९२ हे.आर क्षेत्र खरेदी दिलेले आहे. तसे करण्याचा सदर प्रतिवादी यांना कोणताही अधिकार नाही. या दस्ताची नोंद फेरफार क्र.१७०३ अन्वये होवून सदर प्रतिवादी नं.१ यांचे नांव आणेवारीशिवाय दाखल झाले. परंतु त्यांचे नावासमोर क्षेत्र नमूद केलेले नव्हते. असे असताना प्रतिवादी नं.२ ते ४ यांचे नावे ०.९२ हे.आर क्षेत्र नावे दाखल होणेबाबत केलेल्या अर्जाचे आधारे तहसिलदार मुळशी यांनी ०.९२ हे.आर क्षेत्र दाखल करणेचा आदेश दि. २७/१२/२०११ रोजी तलाठी यांना दिलेला आहे. सदर आदेश देताना कोणतीही कार्यप्रणाली राबविलेली नाही. तसेच कोणतीही नोटीस दिलेली नाही. सदर चूक दुरुस्त करणेचा कोणताही अधिकार तहसिलदार यांना नाही. प्रतिवादी नं.१ यांनी अपील दाखल केलेले नाही. असे असतानाही नोटीस न देता

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तहसिलदार यांनी आदेश दिलेला आहे. तरी सदर आदेश व त्या आधारे करण्यात आलेली फे.नं.२८०१ ही नोंद रद्द करणेत यावी अशी विनंती केलेली आहे.

प्रतिवादी नं.१ यांचे युक्तिवादाचा थोडक्यात सारांश असा की,

वादी यांना प्रस्तुतचे अपील दाखल करणेस कोणतेही कायदेशीर अधिकार नाहीत. सदर वादी यांनी दावा मिळकत क्षेत्र ११.६०.७ हे.आर पैकी ०.९२ हे.आर क्षेत्र गिरगोसावी कुटुंबाने मा.उच्च न्यायालयात दाखल केलेल्या संमती करारानुसार लिहून दिलेली आहे. पोपटगीरी गोसावी यांनी दावा मिळकतीतील १.२२ हे.आर क्षेत्र धारण केलेले आहे. त्यापैकी ०.९२ हे.आर क्षेत्र दि. ३१/१/२००७ चे नोंदणीकृत दस्त क्र. ७०३/२००७ अन्वये कु.मु. सद्दुद्दीन सोमजी आणि वसंत चांदे यांचे संमतीने प्रतिवादी नं.१ यांना विक्री केलेले आहे. या व्यवहाराची नोंद फे.नं.१७०३ अन्वये होवून सदर मिळकतीचा ताबा प्रतिवादी क्र.१ यांना मिळालेला आहे. परंतु ०.९२ हे.आर क्षेत्र नमूद केलेले नाही. सदर प्रतिवादी नं.१ यांना वादी व वसंत चांदे यांनी रस्त्याबाबत अडथळा निर्माण करण्यास सुरवात केल्याने सदर प्रतिवादी यांनी दिवाणी न्यायालयात वादी व वसंत चांदे यांचे विरोधात दावा क्र.८५३/२०११ दाखल केला होता. सदरचा दावा मा.न्यायालयाने फेटाळल्याने सदर प्रतिवादी नं.१ यांनी किरकोळ अपील नंबर ३११/२०११ मा. जिल्हा न्यायालयात दाखल केले. सदरचे अपील मान्य करणेत आलेले आहे. सदरचा आदेश वादी यांनी मा.उच्च न्यायालय यांचेसमोर रिट याचिका क्र.११०२३/२०११ दाखल करून आवाहनीत केलेला आहे. सदरची याचिका फेटाळणेत आल्याने सदर वादी यांनी मा.सर्वोच्च न्यायालयात एसएलपी दाखल केले होते. ते फेटाळणेत आलेले आहे. त्याविरुध्द वादी यांनी प्रस्तुतचा अर्ज दाखल केला आहे.

सदर अपीलामध्ये वादी यांनी सर्व संबधिताना पक्षकार करणे गरजेचे आहे. सदर प्रतिवादी नं.१ हे दावा मिळकतीचे रितसर खरेदीदार असून या संदर्भात त्यांनी सदर खरेदीखत करणेपूर्वी त्यांचे वकिलामार्फत जाहीर नोटीस दिलेली होती. त्यावर वादी यांनी हरकत घेतलेली नाही. मूळ मालक किंवा वादी किंवा इतर कोणी यांनी प्रतिवादी नं.१ यांचे खरेदीखत रद्दबादल होणेकरिता दावा दाखल केलेला नाही. त्यामुळे सदर वादी यांना अपील दाखल करणेचा कोणताही अधिकार नाही. फे.नं.१७०३ कायम करणेकरिता कु.मु. सोमजी आणि वसंत चांदे यांनी दि. १२/१०/२००७ रोजी पत्र दिलेले आहे. आणि त्याआधारे सदर नोंद मंजूर झालेली आहे. सदर कु.मु.सोमजी यांनी फे.नं.१७०३ चे संदर्भात मंडल अधिकारी यांचे समोर केस क्र. २१४/२००७ अर्ज दाखल केलेला होता. त्यानुसार सदरचा

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फेरफार मंडल अधिकारी यांनी मंजूर केलेला आहे. त्यावर वादी यांनी कोणतेही अपील दाखल केलेले नाही. जोपर्यंत सदर आदेश रद्द होत नाही. तोपर्यंत वादी यांना प्रस्तुतचे अपील दाखल करता येणार नाही. असे नमूद करून तहसिलदार यांनी सदर क्षेत्र नमूद करण्याचा म.ज.म.अ.१९६६ चे कलम १५५ अन्वये निर्गत केलेला आदेश कायदेशीर असलेने तो कायम करणेत यावा अशी विनंती केलेला आहे.

अपील अर्ज व त्यासोबतची कागदपत्रे तसेच वादी व प्रतिवादी क्र.१ यांचे वकिलांचा तोंडी युक्तिवाद तसेच प्रतिवादी क्र.१ यांचा लेखी युक्तिवाद व पुराव्याकामी दिलेली कागदपत्रे याचे अवलोकन केले असता असे दिसून येते की,

दावा जमीनीचा सन १९८२/८३ ते २००१-०२ या वर्षाचे ७/१२ पहाता गट नंबर ३१६ क्षेत्र ११.६०.७ हे.आर आहे. त्यामध्ये पोपटगीर केशवगीर गोसावी, कोंडाबाई यदूगीर गोसावी, रामचंद्रगीर पोपटगीर गोसावी व विठाबाई बबनगीर गोसावी यांची नावे समाईकात ०-१-४ हिशास दाखल आहेत. तद्नंतरचे सन २००२/०३ ते २०१०/११ या वर्षाचे ७/१२ पहाता या खातेदारांपैकी रामचंद्रगीर केशवगीर गोसावी हे मयत झाल्यानंतर फे.नं.८५५/४-११-१९९९ अन्वये वारस नोंद झालेली आहे. सदर वारस नोंदीने वारस म्हणून मुले भगवान व पांडुरंग मुलगी अलका तसेच पत्नी पार्वतीबाई यांची नावे दाखल झालेली आहेत. पुढे या वारसांनी ०.३० हे.आर क्षेत्र श्री. वसंत दामाजी चांदे यांना रजि.दस्त क्र. ३६२०/२००१ दि.१०/७/२००१ रोजी खरेदी दिलेले आहे. त्यानंतर श्री. वसंत चांदे यांनी सदरचे क्षेत्र श्रीप्रसाद ढाले व इतर यांना खरेदी दिले असून वसंत चांदे यांचे नांव ७/१२ वरून कमी झालेचे दिसून येते.

तद्नंतर पोपटगीर केशवगीर गोसावी, कोंडाबाई यदूगीर गोसावी व विठाबाई बबनगीर गोसावी यांची नावे कमी होवून श्री. कैलास पोपटगीर गोसावी, श्री.विलास पोपटगीर गोसावी तसेच श्रीमती. सखुबाई पोपटगीर गोसावी (प्रतिवादी नं. २ ते ४) यांची नावे ०-१-४ हिशास दाखल झालेली आहेत. अशी नावे दाखल झाल्यानंतर त्यांनी दावा मिळकत क्षेत्र ०.९२ हे.आर प्रतिवादी क्रमांक १ यांना रजि.दस्त क्र.७०३/२००७ अन्वये दि. ३१/१/२००७ रोजी खरेदी दिलेले आहे. त्यानुसार फे.नं. १७०३/१२-२-२००७ अन्वये नोंद धरणेत आली असता त्यास हरकत प्राप्त झालेने ही नोंद रितसर तक्रार रजि.ला धरून घेवून त्याकामी महसूल अक्वल कारकून यांनी चौकशी करून दि ३०/१०/२००७ रोजीचे आदेशाने सदरचा फेरफार मंजूर केला आहे. त्यानुसार प्रतिवादी नं. १ यांचे नांव आणेवारीशिवाय ७/१२ सदरी दाखल झाले. असे आणेवारीशिवाय नांव दाखल असताना प्रतिवादी नं.१ यांनी

म.ज.म.अ.१९६६

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खरेदीपत्रानुसार ०.९२ हे.आर क्षेत्र नांवा समोर नमूद करणे संदर्भात तहसिलदार मुळशी यांचेकडे अर्ज दिला. त्याकामी तहसिलदार मुळशी यांनी महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५ अंतर्गत चौकशी करुन त्यांचेकडील दि. २७/१२/२०११ रोजीचे आदेशाने प्रतिवादी नं.१ यांचे नांवासमोर ०.९२ हे.आर क्षेत्र नमूद करणेचा आदेश दिला. सदर आदेशाप्रमाणे फे.नं.२८०१/३-१-२०१२ अन्वये नोंद धरणेत येवून प्रतिवादी नं.१ यांचे नांवासमोर ०.९२ हे.आर क्षेत्र नमूद केले आहे. त्यावरून प्रस्तुतचा वाद सुरु झालेला आहे.

वरील विवेचनावरून मी अशा निष्कर्षाप्रत आलो आहे की,

प्रतिवादी क्रमांक १ यांनी दिलेला अर्ज हा मूळात लेखन प्रमादाची चूक या कक्षेत येतो अगर कसे तसेच त्या अर्जानुसार तहसिलदार मुळशी यांनी महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५ नुसार केलेली चौकशी योग्य आहे अगर कसे हाच प्रस्तुत अपीलाचा मुख्य विषय असून त्याआधारे गुणवत्तेवर निर्णय घेणेत येत आहे.

महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५५ मधील तरतुदी विचारात घेता, कोणतेही लेखन प्रमाद किंवा अधिकार अभिलेखात किंवा या प्रकरणांन्वये ठेवणेत आलेल्या नोंदवहीत ज्या चुका झाल्या असल्याचे हितसंबंधित पक्षकारांनी कबूल केले असेल किंवा ज्या चुका एखादया महसूल अधिका-यास, तो निरीक्षण करीत असताना आढळतील अशा कोणत्याही चुका जिल्हाधिका-यास कोणत्याही वेळी दुरुस्त करता येतील किंवा दुरुस्त करवून घेता येतील.

परंतु जेव्हा एखादया महसूल अधिका-यास, तो निरीक्षण करीत असताना, कोणतीही चूक आढळून आली असेल, तेव्हा पक्षकारांना नोटीस देण्यात आल्याशिवाय व वादात्मक नोंदी संबंधीच्या कार्यपध्दतीनुसार कोणत्याही हरकती असल्यास अशा हरकती अंतिमरित्या निकालात काढल्याशिवाय अशी कोणतीही चूक दुरुस्त करता येणार नाही अशी तरतुद उक्त कलमात दिलेली आहे.

उपरोक्त तरतुदी व वरील वस्तुस्थिती विचारात घेता, प्रतिवादी नं.१ यांचे खरेदीपत्र ०.९२ हे.आर क्षेत्राचे आहे. त्यानुसार त्यांचे नांव ०.९२ हे.आर क्षेत्रास दाखल होणे आवश्यक आहे. परंतु दावा जमीनीचे मूळ खातेदार पोपटगीर केशवगीर गोसावी, रामचंद्रगीर पोपटगीर गोसावी कोंडाबाई यदूगीर गोसावी व विठाबाई बबनगीर गोसावी यांचा समाईकात ०-१-४ हिस्सा धारण केला होता. त्यापैकी रामचंद्रगीर गोसावी यांनी ०.३० हे.आर क्षेत्र अलाहिदा श्री. वसंत चांदे यांना विक्री केले असून

कमलम

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त्यांचे नांव दाखल झाले. परंतु सदर विक्री केलेल्या क्षेत्रानुसार आणेवारी कमी न होता तशीच राहून गेल्याचे दिसून येते. तद्नंतर उर्वरित खातेदार पोपटगीर केशवगीर गोसावी, कोंडाबाई यदूगीर गोसावी व विठाबाई बबनगीर गोसावी यांची नांवे कमी होवून प्रतिवादी नं.२ ते ४ यांची नांवे दाखल झाली आहेत. तथापी त्यांची नांवे दाखल करतानाही आणेवारी कमी न होता ०-१-४ अशीच आणेवारी दाखल झाली असल्याचे दिसून येते. त्यानुसार त्यांनी प्रतिवादी नं.१ यांना ०.९२ हे.आर क्षेत्र विक्री केलेले आहे.

परंतु मूळ खातेदार पोपटगीर केशवगीर गोसावी, रामचंद्रगीर पोपटगीर गोसावी कोंडाबाई यदूगीर गोसावी व विठाबाई बबनगीर गोसावी यांना समाईकात ०-१-४ हिशाचा हक्क आहे. त्यानुसार त्यांना ०.९६.१६ हे.आर क्षेत्र येते. यावरून सदर खातेदार यांना प्रत्येकी ०.२४.०४ हे.आर येते. असे असताना रामचंद्रगीर पोपटगीर गोसावी यांनी ०.२४.०४ हे.आर क्षेत्राची विक्री न करता ०.३० हे.आर क्षेत्राची विक्री केलेली आहे. यावरून त्यांनी ०.५.९६ हे.आर जादा क्षेत्राची विक्री केलेली आहे. त्यामुळे तेही क्षेत्र खरेदीदार यांचे नांवावरून कमी करणे उचित असताना तहसिलदार यांनी याचा विचार केलेला नाही.

तर श्री. कैलास पोपटगीर गोसावी, श्री.विलास पोपटगीर गोसावी तसेच श्रीमती. सखुबाई पोपटगीर गोसावी (प्रतिवादी नं. २ ते ४) यांनीही ०-१-४ हिशाचे चुकीची आणेवारी दाखल असलेचा गैरफायदा घेवून ०.९२ हे.आर क्षेत्र विक्री केले असलेतरी त्यांना ०.७२.१६ हे.आर क्षेत्र येत असताना त्यांनी जादा क्षेत्राची विक्री करुनही त्याचा विचार तहसिलदार यांनी न करता त्यांचे नांवासमोर खरेदीखताप्रमाणे ०.९२ हे.आर क्षेत्र नमूद करणेचा केलेला आदेश चुकीचा असल्याचे दिसून येते.

उपरोक्त तरतुदी व वस्तुस्थिती विचारात घेता, फे.नं.१७०३/१-११-२००७ अन्वये प्रतिवादी क्र.१ यांचे नांव आणेवारीशिवाय दाखल होते. अशी वस्तुस्थिती असताना तहसिलदार मुळशी यांनी हितसंबंधिताना नोटीसा देणे आवश्यक असतानाही नोटीसा देणेची आवश्यकता नाही हा काढलेला निष्कर्ष चुकीचा आहे. वास्तविक तहसिलदार मुळशी यांनी प्रतिवादी क्र.१ यांनी दिलेल्या अर्जानुसार आवश्यक ती चौकशी करुन सर्व हितसंबंधिताना नोटीसा देवून त्यांचे म्हणणे घेवून व ७/१२ वरील सर्व फेरफार तपासून खात्री करुन मगच दुरुस्ती करणे आवश्यक असलेस ती महाराष्ट्र जमीन महसूल अधिनियम १९६६ मधील कलम २५७ व २५८ चे तरतुदीनुसार सक्षम प्राधिकारी यांची परवानगी घेवून आवश्यक ती दुरुस्ती करणेचा आदेश पारित करणेस हरकत नव्हती अथवा फे.नं.१७०३ अन्वये नोंद झाली असलेने त्यामध्ये काही फेरबदल असलेस त्याबाबत प्रतिवादी क्र.१ यांना त्या नोंदीवर सक्षम प्राधिकारी यांचेकडे अपील दाखल करणेस कळवून त्यांचा अर्ज निकाली काढणे आवश्यक होते.

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तथापी तहसिलदार यांनी या अनुषंगाने कोणतीही कार्यवाही न करता व प्रतिवादी क्र.१ यांचा अर्जाबाबत मंडल अधिकारी यांचे अहवाला आधारे प्रतिवादी क्र.१ यांचे नावासमोर क्षेत्र नमूद करणेसाठी आदेश दिल्याचे दिसून येते.

यावरून तहसिलदार मुळशी यांनी प्रतिवादी क्र.१ यांची मागणी उक्त अधिनियमाचे तरतुदीखाली येत नसताना चुकीच्या पध्दतीने प्रकरणी चौकशी करून एकतर्फी क्षेत्राची दुरुस्ती करणेबाबत दिलेला आदेश हा आपले अधिकार क्षेत्राबाहेर जावून पारित केला असल्याचे दिसून येते. त्यामुळे खालील कोर्टाचा आदेश व त्या आदेशानुसार नोंदलेला फे.नं.२८०१ हा रद्द करणे क्रमप्राप्त असलेची माझी खात्री झालेली आहे. सबब यास्तव मी सुभाष बोरकर, उपविभागीय अधिकारी, मावळ-मुळशी जि.पुणे खालीलप्रमाणे आदेश देत आहे.

आ दे श

- १) " अपील मंजूर करणेत येत आहे."
 - २) तहसिलदार मुळशी यांचेकडील क्रमांक/हनो/एसआर/१६७/२०११ दि. २७/१२/२०११ रोजीचा आदेश व त्या आदेशानुसार नोंदलेला फे.नं. २८०१/३-१-२०१२ हा रद्द करणेत येत आहेत.
- या निकालाची समज सर्व संबंधितांना देण्यात यावी.

पुणे
दिनांक १९/०५/२०१४.



Suhas Bordekar
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प्रतः तहसिलदार, मुळशी यांचेकडे यांच्या कार्यवाहीसाठी रक्कम
प्रतः कामगार तलाठीकासार आंबोले ता. मुळशी जि.पुणे यांचेकडे योग्य त्या कार्यवाहीसाठी



एकल का ०.७० एकलमाता लगे विसा ४/११/२०१४
द्वि. का ७ एकलमाता लगे विसा १०/११/२०१४
७०
विसा २-०१
विसा २-०१
एकल विसा १०/११/२०१४

नायब तहसिलदार
मावळ-मुळशी उपविभाग पुणे कार्यालय
पुणे

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मा.अपर जिल्हाधिकारी, पुणे यांचे न्यायालयात.

आरटीएस/२/अ/२७८/२०१४
वादी

१. एच.जे. इंडस्ट्रिज प्रा.लि.
तर्फे हिमांशु शेखर वर
८३, बजाज भवन, नरिमन पॉईंट, मुंबई-२१.
विरुद्ध
१. श्री.सुभाष कल्यानजी टन्ना,
२. श्री.कैलास पोपटगीर गोसावी,
३. श्री.विलास पोपटगीर गोसावी,
४. श्रीमती सखुबाई पोपटगीर गोसावी,
रा.मोहितेवाडी, शेल पिंपळगांव, ता.खेड, जि.पुणे.

प्रतिवादी

महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे
कलम २४७ नुसार दुसरे अपिल.

वाद मिळकतीचे वर्णन

गांवाचे नांव	तालुका	ग.न.	फेरफार क्र.
कासारआंबोली	मुळशी	३१६/१	१७०३

निकालपत्र

१. उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग पुणे यांनी आरटीएस/अ/एसआर/४२८/२०१३ अन्वये दि. १९/५/२०१४ रोजी दिलेल्या आदेशाविरुद्ध वादी यांनी प्रस्तुतचे अपिल दाखल केले आहे. या अपिलाचे सुनावणीकामी संबधितांना रितसर नोटीसा बजावणेत आल्या होत्या. सुनावणीचेवेळी वादी यांनी त्यांचा लेखी युक्तिवाद सादर केला. त्यामुळे प्रस्तुतचे प्रकरण गुणवत्तेच्या निकषावर निर्णयासाठी बंद करण्यात आले.
२. वादाची पार्श्वभूमी थोडक्यात पुढीलप्रमाणे. वाद मिळकतीपैकी १०हे.२४ आर पैकी ०हे.९२ आर क्षेत्राचे वादी यांनी प्रतिवादी क्र.२ ते ४ यांचेकडून नोंदणीकृत दस्तान्वये खरेदीखत करून घेतले. त्याची नोंद फेरफार क्र.१७०३ अन्वये घेण्यात आली. तक्रार अर्जाच्या सुनावणीमध्ये अव्वल कारकुन मुळशी यांनी दि.३०/१०/२००७ रोजी प्रमाणित करण्याचा निर्णय दिला. खरेदीखताप्रमाणे क्षेत्राची नोंद वादी यांचे नांवासमोर दाखल करण्यासाठी वादी यांनी तहसिलदार, मुळशी यांचेकडे अर्ज दाखल केला. तहसिलदार, मुळशी यांनी हनो/एसआर/१६७/२०११ अन्वये दि.२७/१२/२०११ रोजी वादी यांचे नांवासमोर ०हे.९२ आर इतके क्षेत्र दाखल करण्याचा निर्णय दिला. त्याविरुद्ध प्रतिवादी क्र.१ यांनी मावळ-मुळशी यांचेकडे आरटीएस/अ/एसआर/४२८/२०१३ अन्वये अपिल दाखल केले. ते दि. १९/५/२०१४ रोजी मान्य करून तहसिलदार, मुळशी यांचा दि.२७/१२/२०११ रोजीचा आदेश व त्यानुसार झालेली फेरफार नोंद क्र.२८०१ ही नोंद रद्द करण्याचा निर्णय दिला. त्याविरुद्ध वादी यांनी प्रस्तुतचे अपिल दाखल केले आहे.

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३. वादी यांच्या लेखी युक्तिवादातील मुद्दे थोडक्यात पुढीलप्रमाणे.

१. वाद मिळकतीबाबत तुकाराम किसनगिर गोसावी व इतर यांनी प्रतिवादी पोपटगिरी गोसावी व इतर यांचेविरुद्ध उच्च न्यायालयात रिट याचिका क्र.९४१/१९९५ दाखल केले होते. त्यामध्ये तडजोड होवुन पोपटगिरी गोसावी व इतर यांना एकत्रात वाद मिळकतीपैकी ३ एकर २ गुंटे प्राप्त झाली.

२. प्रतिवादी यांनी वादी यांच्या खरेदीखतानंतर खरेदीखत करुन घेतलेले आहे. रामचंद्र केशवगिरी गोसावी यांचे दि.१२/७/१९७१ रोजी निघन झाल्याने भगवान,पांडुरंग,अलका,पार्वतीबाई यांची नोंद फेरफार क्र.८५५ अन्वये मंजूर झाली.

३. फेरफार क्र.१७०३ नुसार भगवान गोसावी यांनी ०हे.३० आर क्षेत्राचे घंटे यांना खरेदीखत करुन दिले. ते क्षेत्र वजा जाता पोपटगिरी,कोंडाबाई व विठाबाई यांनी वादी यांना शिल्लक ०हे.९२ आर क्षेत्राचे खरेदीखत करुन दिले.

४. वादी यांनी प्रतिवादी यांचेविरुद्ध दिवाणी दावा क्र.८५३/२०११ दाखल केला आहे. त्यामध्ये वादी यांचे खरेदीखत ०हे.९२ आर क्षेत्राचे असल्याचे मान्य केले आहे.

४. वादी यांच्या लेखी युक्तिवादाचे,उपलब्ध पुराव्याच्या कागदपत्रांचे अवलोकन केले. वाद मिळकती संदर्भात उच्च न्यायालयामध्ये तडजोड होवुन पोपटगिरी, रामचंद्रगिर,कोंडाबाई व विठाबाई यांचा एकत्रात १ आणे ४ पै हिस्सा ठरल्याचा दिसुन येतो. तडजोडीच्या वेळी १ आणे ४ पै व कंसामध्ये ३ एकर २ गुंठा असे नमुद केल्याचे दिसुन येते. वाद मिळकतीच्या ७/१२ चे अवलोकन करता मिळकतीचे एकुण क्षेत्र १० हे.४०.३ आर असल्याचे दिसुन येते. खालील कोर्टाने त्यांचे निकालपत्रात ११हे.६०.७ आर असे नमुद केल्याचे दिसुन येते. वाद मिळकतीचे ७/१२ प्रमाणे १०.०४३.३ क्षेत्र विचारात घेतल्यास पोपटगिरी व इतर ३ यांचा १ आणे ४ पै नुसार ०हे.८६ आर व ३ एकर २ गुंटे विचारात घेतल्यास १हे.२१ आर इतके होते. त्यामुळे तडजोडीनुसार हिस्से ठरविताना त्यामध्ये तफावत येत असल्याचे दिसुन येते.

वाद मिळकतीपैकी रामचंद्रगिरी यांनी त्यांच्या संपुर्ण हिश्याचे वसंत चांदे यांना खरेदीखत करुन दिल्याचे दिसुन येते. त्यानंतर रामचंद्रगिरी व इतर २ यांनी त्यांच्या संपुर्ण हिश्याचे वादी यांना खरेदीखत करुन दिल्याचे दिसुन येते. वाद मिळकतीमध्ये रामचंद्रगिरी व इतर ४ यांचा एकत्रात हिस्सा ठरलेला असुन त्याचे आपसात वाटप झाल्याचे दिसुन येत नाही. त्यामुळे त्यांनी श्री. चांदे व वादी यांना कितीही क्षेत्राचे खरेदीखत करुन दिलेले असले तरी श्री चांदे व वादी यांच्या नोंदी समाईकात दाखल करणे उचित ठरणार होते कारण वाद मिळकतीमध्ये रामचंद्रगिरी व इतर ३ यांचा प्रत्येकी किती हिस्सा आहे हे ठरविण्याचे अधिकार दिवाणी न्यायालयास आहेत. प्रत्येकाचा समान याप्रमाणे चार हिस्से ठरविण्याचा अधिकार खालील कोर्टास नाही. वाद मिळकतीचे हिस्से ठरविण्याचे अधिकार दिवाणी



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अप्पर आयुक्त, पुणे विभाग, पुणे यांचे न्यायालयात

क्र. आरटीएस-पुणे-१०३-२०१७

एचजे इंडस्ट्रीज प्रा. लि.

अर्जदार

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पो. शेल पिंपळगाव, ता. खेड, जि. पुणे

जाबदार

वाद मिळकत:

मौजे कासारआंबोली ता. मुळशी, जि. पुणे

गट क्र. ३१६/१

महाराष्ट्र जमिन महसूल अधिनियम, १९६६ च्या
कलम २५७ नुसार फेरतपासणी अर्ज

- अप्पर जिल्हाधिकारी, पुणे यांचेकडील आदेश क्र. आरटीएस/२/अपिल/२७८/२०१४ दिनांक १० मार्च २०१७ या आदेशामुळे व्यथित होऊन सध्याच्या अर्जातील अर्जदार यांनी प्रस्तुतचा फेरतपासणी अर्ज दाखल केला आहे.
- प्रस्तुत प्रकरणाची संक्षिप्त पार्श्वभूमी खालीलप्रमाणे आहे.



- २.१ मौजे कासार आंबोली, ता. मुळशी, जि. पुणे येथील गट क्र. ३१६/१ ही प्रस्तुत प्रकरणातील वाद मिळकत असून वाद मिळकतीसंदर्भात मुलतः तहसिलदार, मुळशी यांनी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेले आदेश हे प्रस्तुत प्रकरणातील विवादग्रस्त आदेश आहे.
- २.२ वाद मिळकत म्हणजेच गट क्र. ३१६/१ या जमिनीचा जुना सर्वे क्र. १४३, १४४ आणि १४५ असा होता. सदर जमिनीचे एकूण क्षेत्र ११ हे. ६०.७ आर इतके आहे.
- २.३ वाद मिळकतीसह इतर काही मिळकतीसंदर्भात वाद मिळकतीच्या धारकांमध्ये दिवाणी दावे सुरु होते. या संदर्भात मा. उच्च न्यायालय, मुंबई यांचेकडे रिट याचिका क्र. ९४१/१९९५ ही याचिका दाखल करण्यात आली होती. सदर याचिकेमध्ये दिनांक २९ सप्टेंबर १९९७ रोजी तडजोडनामा करण्यात आला. सदर तडजोडनाम्यानुसार सदर रिट याचिकेमध्ये समाविष्ट असलेल्या जमिनीमध्ये श्री. पोपटगीर केशवगीर गोसावी, रामचंद्र केशवगीर गोसावी, श्रीमती कोंडाबाई नंदुगीर गोसावी आणि विठाबाई बबनगीर गोसावी या सर्वांना मिळून १ आणे ४ पै (३ एकर २ गुंठे) इतके क्षेत्र असल्याचे मान्य करण्यात आले. त्याचप्रमाणे सदर रिट याचिकेमध्ये अंतर्भूत असलेल्या जमिनीमध्ये जानकूबाई बाबुगीर गोसावी यांनाही १ आणे ४ पै (३ एकर २ गुंठे) इतक्या क्षेत्राची मालकी असल्याचे मान्य करण्यात आले. सदर तडजोड नाम्यानुसार श्री. पोपटगीर केशवगीर गोसावी, श्री. रामचंद्र केशवगीर गोसावी, श्रीमती कोंडाबाई नंदुगीर गोसावी आणि विठाबाई बबनगीर गोसावी यांच्या हिश्याचे १ आणे ४ पै म्हणजेच ३ एकर २ गुंठे क्षेत्र, तसेच जानकूबाई बाबुगीर गोसावी यांच्या हिश्याचे १ आणे ४ पै म्हणजेच ३ एकर २ गुंठे एवढे क्षेत्र वगळता, सदर रिट याचिकेमध्ये असलेली उर्वरित जमिन ही श्री. जगन्नाथगुरु भगवानगीर गोसावी यांच्या मालकीचे असल्याचेही सदर तडजोडनाम्यामध्ये मान्य करण्यात आले.
- २.४ श्री. पोपटगीर केशव गोसावी, कोंडाबाई केशवगीर गोसावी, विठाबाई केशवगीर गोसावी वगैरे यांनी रिट याचिका क्र. ९४१/१९९५ या याचिकेमध्ये समाविष्ट असलेल्या जमिनीपैकी सदर याचिकेतील तडजोडनाम्यानुसार त्यांना प्राप्त झालेल्या १ आणे ४ पै म्हणजेच ३ एकर २ गुंठे क्षेत्रापैकी गट क्र. ३१६/१ या गटातील ० हे. ३० आर एवढी जमीन दिनांक ७ फेब्रुवारी १९९७ रोजीच्या दस्ताने श्री. वसंत चांदे यांना विक्री केली होती. त्या प्रित्यर्थ गावी फेरफार नोंद क्र. १५४० ही नोंद अभिलिखित करून मंजूर करण्यात आली.
- २.५ तदनंतर श्री. कैलास पोपटगीर गोसावी, विलास पोपटगीर गोसावी आणि श्रीमती सखुबाई पोपटगीर गोसावी यांनी सध्याच्या अर्जातील अर्जदार यांना नोंदणीकृत दस्त क्र. ७०३/२००७ या दस्ताद्वारे

दिनांक ३१ जानेवारी २००७ रोजी गट क्र. ३१६/१ या जमिनीमधील ० हे. ९२ आर एवढे क्षेत्र विक्री केले. सदर विक्रीव्यवहारप्रित्यर्थ गावी फेरफार नोंद क्र. १७०३ ही नोंद अभिलिखित करण्यात आली. या नोंदीस श्री. सदरूद्दीन हुसेन सोमजी यांनी आक्षेप नोंदविला होता. सदर आक्षेपाची सुनावणी महसूल अक्वल कारकुन, मुळशी यांचेसमोर संपन्न झाली. महसूल अक्वल कारकुन, मुळशी यांनी त्यांचे आदेश क्र. मअ/२१/एसआर/कासार आंबोली/२१४/२००७ दिनांक ३० ऑक्टोबर २००७ रोजीच्या आदेशाद्वारे तक्रारी अर्जदार यांनी त्यांची तक्रार मागे घेतली असल्याने फेरफार नोंद क्र. १७०३ ही नोंद मंजूर करण्याचे आदेश पारित केले.

२.६ रिट याचिका क्र. ९४१/१९९५ मध्ये झालेल्या तडजोडनाम्यानुसार त्या याचिकेमध्ये समाविष्ट असलेल्या मिळकतीमध्ये जानकुबाई बाबुगीर गोसावी यांनाही १ आणे ४ पै (३ एकर २ गुंटे) इतके क्षेत्र/हिस्सा प्राप्त झाला होता. श्रीमती जानकुबाई बाबुगीर गोसावी यांनी ० हे. ४१ आर एवढ्या क्षेत्राची विक्री श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि प्रल्हाद शंकरगीर गोसावी यांना दिनांक २७ जुलै १९९८ रोजीच्या नोंदणीकृत दस्ताद्वारे केली. या व्यवहाराप्रित्यर्थ गावी फेरफार नोंद क्र. ९६३ ही नोंद अभिलिखित होऊन ० हे. ४१ आर क्षेत्रासाठी श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि प्रल्हाद शंकरगीर गोसावी यांची नावे अभिलिखित करण्यात आली. तदनंतर श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि श्री. प्रल्हाद शंकरगीर गोसावी यांनी या जमिनीपैकी ० हे. ४१ आर हे क्षेत्र श्री. वसंत दामजी चांदे यांना दिनांक ३ नोव्हेंबर २००१ रोजीच्या नोंदणीकृत दस्ताने विक्री केले होते. त्या प्रित्यर्थ गावी फेरफार नोंद क्र. १०९९ ही नोंद अभिलिखित करून मंजूर करण्यात आली व वसंत दामजी चांदे यांचे नाव ० हे. ४१ आर क्षेत्राकरिता अभिलिखित करण्यात आले.

२.७ श्री. वसंत दामजी चांदे यांनी श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि श्री. प्रल्हाद शंकरगीर गोसावी यांचेकडून जे ० हे. ४१ आर क्षेत्र सन २००१ सालातील नोंदणीकृत दस्ताने खरेदी केले होते त्या क्षेत्रापैकी श्री. वसंत दामजी चांदे यांनी ० हे. ३१ आर एवढे क्षेत्र सध्याच्या अर्जातील जाबदार यांना दिनांक ९ जुलै २००७ रोजीच्या दस्ताद्वारे हस्तांतरित केले.

२.८ सध्याच्या अर्जातील अर्जदार यांनी दिनांक ३१ जानेवारी २००७ रोजीच्या नोंदणीकृत दस्ताद्वारे ० हे. ९२ आर क्षेत्र खरेदी केले असतांनाही अर्जदार यांच्या लाभात मंजूर करण्यात आलेल्या फेरफार नोंद क्र. १७०३ या नोंदीद्वारे वाद मिळकतीच्या अधिकार अभिलेखामध्ये अर्जदार यांनी खरेदी केलेले क्षेत्र अर्जदार यांच्या नावासमोर नमुद नसल्यामुळे सध्याच्या अर्जातील अर्जदार यांनी दिनांक १९ ऑक्टोबर २०११ रोजी तहसिलदार, मुळशी यांचेकडे अर्ज केला होता. तहसिलदार, मुळशी यांनी सदर अर्जावर

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महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५५ नुसार आदेश पारित केले. तहसिलदार, मुळशी यांचे आदेश क्र. हनो/एसआर/१६७/२०११ दिनांक २७ डिसेंबर २०११ या आदेशाद्वारे तहसिलदार यांनी वाद मिळकतीच्या क्षेत्रापैकी अधिकार अभिलेखामध्ये नमुद असलेले सध्याचे अर्जदार यांचे नावासमोर क्षेत्र ० हे. ९२ आर असे क्षेत्र मंजूर फेरफार नॉद क्र. १७०३ या नॉदीद्वारे दाखल करण्याचे निर्देश दिले. तहसिलदार यांच्या दिनांक २७ डिसेंबर २०११ रोजीच्या आदेशाच्या अनुषंगाने गावी फेरफार नॉद क्र. २८०१ ही नॉद दिनांक ३ जानेवारी २०१२ रोजी अभिलिखित करून सदर नॉद दिनांक १२ ऑक्टोबर २०१२ मंजूर करण्यात आली. या नॉदीनुसार सध्याच्या अर्जातील अर्जदार यांचे नावासमोर वाद मिळकतीच्या अधिकार अभिलेखामध्ये ० हे. ९२ आर असे क्षेत्र अभिलिखित करण्यात आले.

२.९ सध्याच्या अर्जातील अर्जदार यांचे नावे वाद मिळकतीपैकी ० हे. २२ आर एवढे क्षेत्र अभिलिखित करण्यासंदर्भात तहसिलदार यांनी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेल्या आदेश व या आदेशाच्या अनुषंगाने नॉदविण्यात आलेल्या फेरफार नॉद क्र. २८०१ या नॉदीने व्यधित होऊन सध्याच्या अर्जातील जाबदार यांनी उपविभागीय अधिकारी, मावळ- मुळशी, उपविभाग, पुणे यांचेकडे अपिल दाखल केले होते. सदर अपिलास आरटीएस /अ/एसआर/४२८/२०१३ असा क्रमांक देण्यात आला. उपविभागीय अधिकारी यांनी त्यांच्या दिनांक १९ मे २०१४ रोजीच्या आदेशाद्वारे त्यांचेसमोरील अपिल अर्ज मंजूर केला व तहसिलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व या आदेशाच्या अनुषंगाने अभिलिखित करण्यात आलेली फेरफार नॉद क्र. २८०१ ही नॉद रद्द करण्याचे निर्देश दिले. सदर आदेशामध्ये उपविभागीय अधिकारी यांनी असे निष्कर्ष नॉदविले की मुळ खातेदार पोपटगीर केशवगीर गोसावी, रामचंद्रगीर पोपटगीर गोसावी, कोंडाबाई गोसावी आणि विठाबाई गोसावी याना सामाईकात १ आणि ४ पै हिश्याचा हक्क होता. त्यानुसार त्यांचे क्षेत्र ० हे. ९६.१६ आर इतके परिगणित होते. या क्षेत्रापैकी ० हे. ३० आर क्षेत्राची विक्री करण्यात आली आहे. या पार्श्वभूमीवर मुळ खातेदारांकडे ० हे ६६.१६ आर इतकेच क्षेत्र उपलब्ध असून, ० हे. ९२ आर एवढे क्षेत्र विक्रीकरता उपलब्ध नसतानाही तहसिलदार, यांनी खरेदीखताप्रमाणे ० हे. ९२ आर असे क्षेत्र सध्याच्या अर्जातील अर्जदार यांच्या नावे अभिलिखित करण्याबाबत दिलेले आदेश पूर्णतः अयोग्य आहेत. त्याचप्रमाणे उपविभागीय अधिकारी यांनी सदर आदेशामध्ये असाही निष्कर्ष नॉदविला होता की, तहसिलदार, मुळशी यांनी दिनांक २९ डिसेंबर २०११ रोजीचे आदेश पारित करण्यापूर्वी वाद मिळकतीच्या अधिकार अभिलेखामध्ये ज्या व्यक्तीची नावे सहधारक म्हणून नमुद

आहेत, त्या व्यक्तींना त्यांची बाजू मांडण्यासाठी सुनावणीची पुरेशी संधी दिल्यानंतरच आदेश पारित करणे आवश्यक होते. तथापी तहसिलदार यांनी वाद मिळकतीच्या अधिकार अभिलेखामध्ये ज्या इतर सहधारकांची नावे नमुद आहेत त्या सहधारकांना सुनावणीची कोणतीही संधी न देता दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित केले. या दोन कारणांस्तव तहसिलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश सदोष ठरतात असे निष्कर्ष उपविभागीय अधिकारी यांनी सदर आदेशात नोंदविले होते.

२.१० उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग, पुणे यांच्या दिनांक १९ मे २०१४ रोजीच्या आदेशाविरुद्ध सध्याच्या अर्जातील अर्जदार यांनी अप्पर जिल्हाधिकारी, पुणे यांच्याकडे अपिल दाखल केले होते. सदर अपिलास आरटीएस/२/अपिल /२७८/२०१४ असा क्रमांक देण्यात आला. तत्कालीन अप्पर जिल्हाधिकारी यांनी त्यांच्या दिनांक १२ ऑगस्ट २०१४ रोजीच्या आदेशाद्वारे उपविभागीय अधिकारी यांच्या दिनांक १९ मे २०१४ रोजीच्या आदेशास स्थगिती दिली होती. तदनंतर अप्पर जिल्हाधिकारी यांनी दिनांक १० मार्च २०१७ रोजीच्या आदेशानुसार त्यांचेसमोरील अपिल अर्ज फेटाळला व उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग, पुणे यांचे दिनांक १९ मे २०१४ रोजीचे आदेश कायम केले. अप्पर जिल्हाधिकारी, पुणे यांनी त्यांचे दिनांक १० मार्च २०१७ रोजीच्या आदेशामध्ये नमुद केलेले निष्कर्ष हे उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग, पुणे यांचे दिनांक १९ मे २०१४ रोजीच्या आदेशातील निष्कर्षांप्रमाणेच असल्याने त्याची पुनरावृत्ती या ठिकाणी टाळण्यात येते.

२.११ अप्पर जिल्हाधिकारी, पुणे यांच्या दिनांक १० मार्च २०१७ रोजीच्या आदेशामुळे व्यथित होऊन सध्याच्या अर्जातील अर्जदार यांनी प्रस्तुतचा फेरतपासणी अर्ज दाखल केला आहे.

३. प्रस्तुत प्रकरणी, रोजनाभ्यात दर्शविल्यानुसार, वेळोवेळी सुनावणी आयोजित करण्यात आली होती. प्रस्तुत अर्जदार व जाबदार यांचे वकीलांनी, लेखी युक्तिवाद सादर करून, मौखिक युक्तिवाद केले. त्यानुसार प्रस्तुत प्रकरण निर्णित करण्यात येत आहे.

४. अर्जदार यांच्या अर्जाचा व लेखी युक्तिवादाचा सारांश खालीलप्रमाणे आहे:-

४.१ अर्जदार यांनी ज्यांचेकडून वाद मिळकती खरेदी केलेली आहे ते पूर्वहक्कदार व त्यांचे कुटुंबिय यांचे दरम्यान रिट याचिका क्र. ९४१/१९९५ मध्ये कन्सेंट टर्म्स झाल्या होत्या. सदर कन्सेंट टर्म्स अर्जदार

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यांच्या पूर्वहक्कदार यांनी अथवा त्यांच्या कुटुंबियांनी कोणत्याही वरिष्ठ न्यायालयात आव्हानित केलेले नव्हते. त्यामुळे सदर कन्सेंट टर्म्सना अंतिमता (Finality) प्राप्त झाली आहे. अर्जदार यांचे पूर्वहक्कदार यांनी सदर कन्सेंट टर्म्सद्वारे त्यांना मिळालेले १ हे. २२ आर या क्षेत्राबाबत कोठेही वाद उपस्थित केलेला नव्हता व नाही. वाद मिळकतीचे ईतर सहधारक हे अर्जदार यांनी खरेदी केलेल्या क्षेत्रासंदर्भात कोणताही वाद उपस्थित करित नव्हते व नाहीत. त्याचप्रमाणे गोसावी कुटुंबिय हे देखील अर्जदार यांनी खरेदी केलेल्या क्षेत्राबाबत कोणताही वाद उपस्थित करित नव्हते व नाहीत. सदर कन्सेंट टर्म्सनुसार पोपटगीर गोसावी, रामचंद्रगीर गोसावी, कोंडाबाई गोसावी आणि विठाबाई गोसावी यांना ३ एकर २ गुंठे म्हणजेच १ हे. २२ आर एवढे क्षेत्र प्राप्त झाले होते. या क्षेत्राचा ताबा त्यांना प्राप्त झाला होता. सदर क्षेत्र हे कन्सेंट टर्म्स लगतच्या नकाशामध्ये देखील निर्देशित करण्यात आले होते. कन्सेंट टर्म्समध्ये नजरचुकीने १ आणे ४ पै अशी आणेवारी लिहिण्यात आली असली तरीही या कन्सेंट टर्म्सद्वारे पोपटगीर गोसावी व ईतर यांना १ हे. २२ आर म्हणजेच ३ एकर २ गुंठे एवढे क्षेत्र प्राप्त झाले होते ही वस्तुस्थिती आहे. या पार्श्वभूमीवर सध्याच्या अर्जातील जाबदार यांना अर्जदार यांनी खरेदी केलेल्या क्षेत्रासंदर्भात वाद उपस्थित करण्याचा कोणताही अधिकार नव्हता व नाही.

४.२ अर्जदार यांच्या लाभातील ० हे. ९२ आर क्षेत्राचे खरेदीखत नोंदणीकृत आहे. सदर नोंदणीकृत दस्त जाबदार यांनी कोणत्याही न्यायासनामोर आव्हानित केलेले नाही. सदर नोंदणीकृत दस्ताद्वारे अर्जदार यांनी ज्या ० हे. ९२ क्षेत्राचे हक्क/अधिकार/हितसंबंध प्राप्त केले आहेत त्या अधिकारांना डावलण्याचा कोणताही अधिकार निम्नस्तरीय महसूली अधिकाऱ्यांना नव्हता व नाही. अर्जदार यांनी ज्या ० हे. ९२ आर क्षेत्राचे हक्क संपादित केले होते त्या व्यवहारापोटी गावी फेरफार नोंद क्र. १७०३ ही योग्यरित्या अभिलिखित करण्यात आली होती. तथापी सदर नोंद मंजूर केल्यानंतरही अर्जदार यांनी नोंदणीकृत दस्ताद्वारे खरेदी केलेले ० हे. ९२ आर एवढे क्षेत्र वाद मिळकतीच्या अधिकार अभिलेखात अर्जदार यांच्या नावासमोर दर्शविण्यात आलेले नव्हते.

४.३ अर्जदार यांनी खरेदी केलेले ० हे. ९२ आर क्षेत्र अर्जदार यांच्या नावासमोर दर्शविण्यात आले नसल्यामुळे अर्जदार यांनी अधिकार अभिलेखामध्ये अर्जदार यांच्या नावासमोर खरेदी केलेले क्षेत्र दर्शविण्यात यावे अशा आशयाची विनंती तहसीलदार यांच्याकडे केली होती. अर्जदार यांनी ० हे. ९२ आर हे क्षेत्र नोंदणीकृत दस्ताने खरेदी केले असल्याने नोंदणीकृत दस्तात नमूद असलेले क्षेत्र वाद मिळकतीच्या अधिकार अभिलेखात अभिलिखित करण्यासाठी महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५५ नुसार तहसीलदार यांनी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेले



आदेश उचित होते. सदर आदेश पारित करण्यापूर्वी अन्य कोणत्याही हितसंबंधित पक्षकारांना नोटीस काढण्याचा प्रश्न उद्भवत नव्हता. कारण अर्जदार यांनी खरेदी केलेले क्षेत्र नोंदणीकृत दस्तात नमूद आहे. नोंदणीकृत दस्तात नमूद असलेले क्षेत्र केवळ अधिकार अभिलेखामध्ये अभिलिखित करण्यासाठी अन्य हितसंबंधित पक्षकारांना नोटीस काढण्याचा प्रश्न उद्भवत नव्हता व नाही.

४.४ अर्जदार यांच्या लाभात फेरफार नोंद क्र. १७०३ ही नोंद मंजूर करण्यात आली होती. सदर नोंदीस जाबदार अथवा गोसावी कुटुंबियांनी आव्हान दिलेले नव्हते व नाही. अर्जदार यांच्या लाभात तहसीलदार यांनी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेल्या आदेशाच्या अनुषंगाने गावी फेरफार नोंद क्र. २८०१ ही नोंद अभिलिखित करून मंजूर करण्यात आली होती. सदर नोंदीसही गोसावी कुटुंबियांनी अथवा जाबदारांनी आव्हान दिलेले नाही. परिणामी फेरफार नोंद क्र. १७०३ व २८०१ या नोंदींना अंतिमता प्राप्त झालेली आहे.

४.५ मा. उच्च न्यायालयासमोर झालेल्या कन्सेंट टर्म्सनुसार अर्जदार यांच्या पूर्वहक्कदारांना वाद मिळकतीमध्ये ३ एकर २ गुंटे म्हणजेच १ हे. २२ आर एकडे क्षेत्र प्राप्त झाले होते. १ क्षेत्रापैकी ० हे. ३० आर या क्षेत्राची विक्री अर्जदार यांच्या पूर्वहक्कदारांनी श्री. वसंत चंदे यांना केली होती. अशारितोने अर्जदार यांच्या पूर्वहक्कदारांकडे ० हे. ९२ आर एकडे क्षेत्र शिल्लक राहिले होते. या पार्श्वभूमीवर अर्जदार यांच्या पूर्वहक्कदारांना ० हे. ९२ आर इतके क्षेत्र विक्री करण्याचा पूर्ण अधिकार होता व तसे क्षेत्र अर्जदार यांनी अर्जदार यांच्या पूर्वहक्कदारांकडून नोंदणीकृत दस्ताने खरेदी केले आहे.

४.६ मा. उच्च न्यायालयासमोर झालेल्या कन्सेंट टर्म्समध्ये अर्जदार यांच्या पूर्वहक्कदारांना ३ एकर २ गुंटे म्हणजेच १ हे. २२ आर इतके क्षेत्र विनिर्दिष्टरित्या मंजूर करण्यात आले होते. या पार्श्वभूमीवर कन्सेंट टर्म्समध्ये नजरचुकीने नमूद करण्यात आलेल्या चुकीच्या आणेवारीचा आधार घेण्याची अप्पर जिल्हाधिकारी व उपविभागीय अधिकारी यांची कृती सदोष ठरते.

४.७ वर नमूद केलेल्या पार्श्वभूमीवर अर्जदार यांचा अर्ज मंजूर करण्यात यावा व अप्पर जिल्हाधिकार्यांनी उपविभागीय अधिकार्यांचे आदेश रद्द करून तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व या आदेशाच्या परिणामी अभिलिखित करून मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ ही नोंद कायम करण्यात यावी अशी विनंती अर्जदार यांच्या वतीने करण्यात आली.

५. जाबदार यांच्या युक्तिवादाचा सारांश खालीलप्रमाणे आहे:-

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- ५.१ तहसीलदार, मुळशी यांनी दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित करून अर्जदार यांच्या लाभात मंजूर करता येण्याजोगे नसलेले क्षेत्र वाद मिळकतीच्या अधिकार अभिलेखात अभिलिखित करण्याचे निर्देश देऊन बनावट अभिलेख तयार केलेले आहेत.
- ५.२ महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५५ मधील तरतूदीनुसार लेखनप्रमाद दुरुस्त करताना आवश्यक असलेल्या विहित प्रक्रियेचा अवलंब न करता तहसीलदार, मुळशी यांनी दिनांक २७ डिसेंबर २०११ रोजीचा आदेश पारित केले होते. या कारणांस्तव तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व या आदेशाच्या परिणामी मंजूर करण्यात आलेली फेरफार नॉद क्र. २८०१ या दोन्ही बाबी बेकायदेशीर ठरतात.
- ५.३ वाद मिळकतीच्या अधिकार अभिलेखामध्ये अर्जदार व जाबदार यांच्यासह इतर सहधारकांची नावेही नमूद आहेत. दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित करण्यापूर्वी तहसीलदार, मुळशी यांनी वाद मिळकतीच्या अधिकार अभिलेखातील सर्व सहधारकांना हितसंबंधित पक्षकार या नात्याने नोटीस देऊन त्यांची बाजू ऐकून घेणे आवश्यक होते. तथापी तशी कोणतीही कार्यवाही न करता तहसीलदार यांनी दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित केले. या पार्श्वभूमीवर तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश हे नैसर्गिक न्यायतत्वाची पायमल्ली करून पारित केल्याचे स्पष्ट होते.
- ५.४ फेरफार नॉद क्र. १७०३ ही नॉद अभिलिखित करताना अर्जदार यांच्या पूर्वहक्कदारांना ० हे. ९२ आर एवढे क्षेत्र अर्जदार यांना विक्री करण्याचे अधिकारच नव्हते ही वस्तुस्थिती निदर्शनास आल्यामुळे मंडळ अधिकारी यांनी फेरफार नॉद क्र. १७०३ ही नॉद मंजूर करताना जाणीवपूर्वक अर्जदार यांच्या नावे ० हे. ९२ आर एवढे क्षेत्र अभिलिखित करण्याचे टाळले होते.
- ५.५ फेरफार नॉद क्र. १७०३ ही नॉद मंजूर झाल्यानंतर व सदर नॉदीमध्ये अर्जदार यांनी खरेदी केलेले तथाकथित क्षेत्र नमूद नसल्यानंतरही अर्जदार यांनी फेरफार नॉद क्र. १७०३ या नॉदीस केव्हाही आव्हान दिले नव्हते व नाही. तदनंतर अर्जदार यांनी तब्बल ३ वर्षांच्या विलंबाने तहसीलदार, मुळशी यांचेकडे अर्ज केला. अर्जदार यांचा तहसीलदार, मुळशी यांचेकडील अर्ज दिनांक १९ ऑक्टोबर २०११ रोजीचा होता व या अर्जावर तहसीलदार, मुळशी यांनी दिनांक २७ डिसेंबर २०११ रोजी आदेश पारित केले आहेत. यावरून ही बाब स्पष्ट होते की, वाद मिळकतीच्या अधिकार अभिलेखामध्ये नमूद असलेल्या इतर सहधारकांना सुनावणीची कोणतीही संधी न देता व विहित प्रक्रियेचा अवलंब न

करता तहसीलदार यांनी बेकायदेशीररित्या दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित केले होते.

- ५.६ अर्जदार हे दिवाणी दावा क्र. ८५३/२०११ या दाव्याचा उल्लेख करुन या न्यायासनाची दिशाभूल करण्याचा प्रयत्न करीत आहेत. वस्तुतः दिवाणी दावा क्र. ८५३/२०११ या दाव्याचा व प्रस्तुत न्यायासनासमोर दाखल करण्यात आलेल्या अर्जाचा एकमेकाशी कोणताही संबंध नव्हता व नाही.
- ५.७ जाबदार हे वाद मिळकतीपैकी काही क्षेत्र धारण करतात. जाबदार यांचे नाव वाद मिळकतीच्या अधिकार अभिलेखामध्ये अभिलिखित करण्यात आलेले आहे. या पार्श्वभूमीवर तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश आढावित करण्याची पूर्ण अधिकारीता सध्याच्या अर्जातील जाबदार यांना होती व आहे.
- ५.८ वाद मिळकतीपैकी अर्जदार यांनी जे तथाकथित क्षेत्र खरेदी केले होते त्या क्षेत्राची तथाकथित मोजणी वरिष्ठ न्यायासनांनी रद्दबातल केल्याची वस्तुस्थिती अर्जदारांनी या न्यायासनांपासून लपऊन ठेवली आहे. त्याचप्रमाणे अर्जदार यांचा वाद मिळकतीवरील ताबा पूर्णतः बेकायदेशीर असल्याची वस्तुस्थितीदेखील अर्जदार यांनी या न्यायासनापासून लपऊन ठेवली आहे. अर्जदार यांनी तथाकथितरित्या खरेदी केलेल्या क्षेत्रावर मंजूर करुन घेतलेले बांधकाम आराखडे देखील सक्षम प्राधिकरणाने रद्दबातल घोषित केले आहेत ही वस्तुस्थितीदेखील या न्यायासनापासून लपऊन ठेवली आहे.
- ५.९ वर नमूद केलेल्या पार्श्वभूमीवर, अर्जदार यांच्या पूर्वहक्कदारांना वाद मिळकतीपैकी ० हे. ९२ आर एवढे क्षेत्र अर्जदार यांच्या लाभात विक्री करण्याचे कोणतेही अधिकार नसल्याने व अर्जदार यांच्या लाभामध्ये वाद मिळकतीच्या अधिकार अभिलेखामध्ये ० हे. ९२ आर एवढे क्षेत्र अभिलिखित करण्यापूर्वी विहित प्रक्रियेचा अवलंब न केल्याने तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश बेकायदेशीर ठरतात. त्याचप्रमाणे या आदेशाच्या परिणामी अभिलिखित करुन मंजूर करण्यात आलेली फेरफार नॉद क्र. २८०१ ही नॉददेखील बेकायदेशीर ठरते. या पार्श्वभूमीवर तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश आणि या आदेशाच्या परिणामी मंजूर करण्यात आलेली फेरफार नॉद क्र. २८०१ या दोन्ही बाबी रद्द करण्याबाबतचे उपविभागीय अधिकारी आणि अप्पर जिल्हाधिकार्यांचे आढावित आदेश उचित असल्याचे स्पष्ट होते. सबब, सदर आदेश कायम करण्यात यावे आणि अर्जदार यांचा अर्ज फेटाळण्यात यावा अशी विनंती जाबदार यांच्या वतीने करण्यात आली.

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६. अर्जदार यांचा अर्ज, अर्जदार व जाबदार यांचा युक्तिवाद, प्रकरणातील कागदपत्रे, आव्हानित आदेश ईत्यादी सर्व बाबींचे मी अवलोकन केले. प्रकरणाची पार्श्वभूमी तसेच दोन्ही पक्षांच्या युक्तिवादाचा सारांश वर सविस्तरपणे नमूद करण्यात आला असल्याने त्यातील बाबींची पुनरावृत्ती टाळून प्रस्तुत प्रकरणातील माझे निष्कर्ष खालीलप्रमाणे आहेत:-

६.१ तहसीलदार, मुळशी यांनी दिनांक २७ डिसेंबर २०११ रोजीचे आदेश हे अर्जदार यांच्या अर्जाच्या आधारे पारित केले आहेत. सदर आदेश महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५५ मधील तरतूदीनुसार पारित करण्यात आले आहेत. सदर आदेश पारित करण्यापूर्वी तहसीलदार, मुळशी यांनी वाद मिळकतीच्या अधिकार अभिलेखातील ईतर सहधारकांना नोटीस देऊन त्यांचे म्हणणे ऐकून घेण्यासाठी सुनावणी आयोजित केल्याचे तहसीलदार यांच्या दिनांका २७ डिसेंबर २०११ रोजीच्या आदेशावरून दिसून येत नाही.

६.२ महाराष्ट्र महसूल संहिता, १९६६ च्या कलम १५५ मधील तरतूदीनुसार अधिकार अभिलेखातील लेखनप्रमाद दुरुस्त करण्याची तरतूद आहे. तथापी सदर तरतूदीचे अवलोकन केले असता कलम १५५ मधील परंतुकामध्ये अशाप्रकारे अधिकार अभिलेख दुरुस्त करण्यापूर्वी अशा अधिकार अभिलेखामध्ये हितसंबंध असणाऱ्या सर्व व्यक्तींना नोटीस बजाऊन व त्यांचे म्हणणे ऐकून घेतल्याशिवाय कलम १५५ खालील आदेश पारित करण्यात येऊ नयेत असे स्पष्ट करण्यात आले आहे. या पार्श्वभूमीवर तहसीलदार, मुळशी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेले आदेश हे वाद मिळकतीच्या अधिकार अभिलेखामध्ये नमूद असलेल्या ईतर सहधारकांना त्यांची बाजू मांडण्याची संधी न देता पारित करण्यात आले असल्यामुळे तहसीलदार यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पूर्णतः बेकायदेशीर ठरतात. याच आदेशाच्या परिणामी वाद मिळकतीच्या अधिकार अभिलेखामध्ये फेरफार नोंद क्र. २८०१ ही नोंद अभिलिखित करून मंजूर करण्यात आली होती. तथापी मूळातच तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेशच बेकायदेशीर ठरत असल्यामुळे या आदेशाच्या परिणामी वाद मिळकतीच्या अधिकार अभिलेखात अभिलिखित करून मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ ही नोंद देखील पूर्णतः बेकायदेशीर ठरते.

६.३ वर नमूद केलेल्या पार्श्वभूमीवर तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व या आदेशाच्या परिणामी अभिलिखित करून मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ या

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दोन्ही बाबी ब्रेकायदेशीर असल्याचे स्पष्ट होते. उपविभागीय अधिकारी, मावळ-मुळशी, उपविभाग, पुणे यांनी तसेच अप्पर जिल्हाधिकारी, यांनी तहसीलदार, मुळशी यांचे सदर आदेश व या आदेशाच्या परिणामी मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ या दोन्ही बाबी योग्यरित्या रह केल्या असल्यामुळे आढावित आदेशामध्ये हस्तक्षेप करण्याची कोणतीही आवश्यकता नसल्याच्या निष्कर्षाप्रत मी आलो आहे. सबब, खालीलप्रमाणे आदेश पारित करण्यात येतात-

आदेश

१. निकालपत्रात नमूद केलेल्या कारणांस्तव, अर्जदार यांचा फेरतपासणी अर्ज फेटाळण्यात येतो.
२. अर्जदार यांचा फेरतपासणी अर्ज फेटाळण्याच्या परिणामी, अप्पर जिल्हाधिकारी, पुणे यांचे आदेश क्र. आरटीएस/२/अ/२७८/२०१४ दिनांक १० मार्च २०१७ हे आदेश कायम करण्यात येतात.
३. खर्चाबाबत आदेश नाहीत.
४. सदर निर्णयाची अंमलबजावणी अपिल कालावधी संपुष्टात आल्यानंतर करण्यात यावी.
५. सदर निर्णयाची समज सर्व संबंधितांना देण्यात यावी.

ठिकाण: पुणे

दिनांक: ८/९/२०१७



(Signature)
(सुभाष डुंबरे)

अप्पर आयुक्त, पुणे विभाग, पुणे

प्रत: अप्पर जिल्हाधिकारी, ~~पुणे~~ यांना त्यांचेकडील मूळ संचिका पान नं. १ ते ~~-----~~
उपविभागीय अधिकारी यांचेकडील मूळ संचिका पान नं. १ ते ~~-----~~, तहसीलदार, ~~-----~~
यांचेकडील संचिका पान नं. १ ते ~~-----~~ सह आवश्यक त्या कार्यवाहीसाठी रवाना.

प्रत: अभिलेखापाल, आयुक्त कार्यालय, ~~पुणे~~ यांचेकडे मूळ आदेशासह व संचिका (एक), पान नं. १ ते ~~-----~~ सह आवश्यक त्या कार्यवाहीसाठी व जतन करणेसाठी रवाना.

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(Signature)
अप्पर आयुक्त, पुणे विभाग
पुणे कॅम्प

खरी नक्कल

११/१२

विभागीय आयुक्त पुणे विभाग पुणे
पुणे कॅम्प



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नकलेच्या अर्जांची तारीख २६.६.१७ कागद सरख्या ११
नक्कल तयार तारीख २६.६.१७ नक्कल फी
नक्कल पाठविल्याची तारीख २६.६.१७ कागद फी ११०
नक्कल करणारा ~~-----~~ टपाल खर्च
रकूमा

मा. मंत्री (महसूल) यांचे न्यायालयात

क्रमांक आरटीएस ३४१७/४४२२/प्र.क्र. १४४/ज-५

एचजे इंडस्ट्रीज प्रा.लि.

अर्जदार

८३, बजाज भवन, नरीमन पॉइंट, मुंबई-४०००२१,

तर्फे भागीदार आणि व्यवस्थापक, श्री.हिमांशु शेखर कार, रा.गेट नं.३१६,

कासार आंबोली, पिरंगुट, ता.मुळशी (पौड), जि.पुणे-४१२१११.

विरुध्द

श्री.सुभाष कल्याणजी तन्ना,

जाबदार

रा.९१७/२१, फर्ग्युसन कॉलेज रोड, पुणे-४११००४.

**महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम २५७ च्या तरतुदीनुसार
फेरतपासणी अर्ज**

१. अपर आयुक्त, पुणे यांचे आदेश क्रमांक आरटीएस/पुणे/१०३/२०१७, दिनांक ८.९.२०१७ या आदेशामुळे व्यथित होऊन अर्जदाराने प्रस्तुतचा फेरतपासणी अर्ज शासनाकडे सादर केला आहे

२. प्रस्तुत प्रकरणाची संक्षिप्त पार्श्वभूमी खालीलप्रमाणे आहे :-

२.१ मौजे कासार आंबोली, ता. मुळशी, जि. पुणे येथील गट क्रमांक ३१६/१, ही प्रस्तुत प्रकरणातील वाद मिळकत असून वाद मिळकती संदर्भातील तहसिलदार, मुळशी यांचे दिनांक २७.१२.२०११ रोजीचे आदेश व त्या प्रित्यर्थ अभिलिखित केलेली फेरफार नोंद क्रमांक २८०१ हं विवादग्रस्त नोंद आहे.

२.२ वाद मिळकतीचा जुना सर्वे क्र. १४३, १४४ आणि १४५ असा असून त्याचा रुपांतरित गट क्रमांक ३१६/१, असा आहे. जमिनीचे एकूण क्षेत्र ११ हे. ६०.७ आर इतके आहे.

२.३ वाद मिळकतीसह इतर काही मिळकतीसंदर्भात धारकांमध्ये दिवाणी दावे सुरु होते. य संदर्भात मा. उच्च न्यायालय, मुंबई यांचेकडे रिट याचिका क्र. ९४१/१९९५ ही याचिका दाखल करण्यात आली होती. सदर याचिकेतील दिनांक २९ सप्टेंबर १९९७ रोजीच्या तडजोडनाम्यानुसार रिट याचिकेमध्ये समाविष्ट असलेल्या जमिनीमध्ये श्री. पोपटगीर केशवगीर गोसावी, रामचंद्र केशवगीर गोसावी, श्रीमती कोंडाबाई नंदुगीर गोसावी आणि विठाबाई बबनगीर गोसावी या सर्वांना मिळून १ आणे ४ पै (३ एकर २ गुंठे) इतके क्षेत्र असल्याचे मान्य करण्यात आले होते. तसेच सद रिट याचिकेमध्ये अंतर्भूत असलेल्या जमिनीमध्ये श्रीमती जानकूबाई बाबुगीर गोसावी यांनाही आणे ४ पै (३ एकर २ गुंठे) इतक्या क्षेत्राची मालकी असल्याचे मान्य करण्यात आले होते. सद तडजोडनाम्यानुसार श्री. पोपटगीर केशवगीर गोसावी, श्री. रामचंद्र केशवगीर गोसावी, श्रीमती कोंडाबाई नंदुगीर गोसावी आणि विठाबाई बबनगीर गोसावी यांच्या हिश्याचे १ आणे ४ पै म्हणजेच ३ एकर २ गुंठे क्षेत्र, तसेच जानकूबाई बाबुगीर गोसावी यांच्या हिश्याचे १ आणे ४ पै म्हणजेच ३ एकर २ गुंठे एवढे क्षेत्र वगळता, सदर रिट याचिकेमध्ये असलेली उर्वरित जमिन ही श्री जगन्नाथगुरु भगवानगीर गोसावी यांच्या मालकीचे असल्याचेही मान्य करण्यात आले.



—(चंद्रकांत (दादा) फर्ग्युसन)

मंत्री

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पत्ता: १००, शासन, मंत्रालय, मुंबई-४०००२३

२.४ श्री. पोपटगीर केशव गोसावी, कोंडाबाई केशवगीर गोसावी, विठबाई केशवगीर गोसावी यांनी रिट याचिका क्र. ९४१/१९९५ या याचिकेमध्ये समाविष्ट असलेल्या जमिनीपैकी २ याचिकेतील तडजोडनाम्यानुसार त्यांना प्राप्त झालेल्या १ आणि ४ पै म्हणजेच ३ एकर २ क्षेत्रापैकी गट क्र. ३१६/१ या गटातील ० हे. ३० आर एवढी जमीन दिनांक ७ फेब्रुवारी १९ रोजीच्या दस्ताने श्री. वसंत चांदे यांना विक्री केली होती. त्या प्रित्यर्थ गावी फेरफार नोंद क्र. १५ ही नोंद अभिलिखित करून मंजूर करण्यात आली.

२.५ तदनंतर श्री. कैलास पोपटगीर गोसावी, विलास पोपटगीर गोसावी आणि श्रीमती सखु पोपटगीर गोसावी यांनी सध्याच्या अर्जातील अर्जदार यांना नोंदणीकृत दस्त क्र. ७०३/२००७ दस्ताद्वारे दिनांक ३१ जानेवारी २००७ रोजी गट क्र. ३१६/१ या जमिनीमधील ० हे. ९२ आर ए क्षेत्र विक्री केले. सदर विक्रीव्यवहारप्रित्यर्थ गावी फेरफार नोंद क्र. १७०३ ही नोंद अभिलिखित करण्यात आली. या नोंदीस श्री. सदरूद्दीन हुसेन सोमजी यांनी आक्षेप नोंदविला होता. स आक्षेपाची सुनावणी महसूल अक्वल कारकुन, मुळशी यांचेसमोर संपन्न होऊन त्यांनी मअ/२१/एसआर/कासार आंबोली/२१४/२००७ दिनांक ३० ऑक्टोबर २००७ रोजीच्या आदेशात तक्रारी अर्जदार यांनी तक्रार मागे घेतल्याने फेरफार नोंद क्र. १७०३ ही नोंद मंजूर करण्यात आली.

२.६ श्रीमती जानकुबाई बाबुगीर गोसावी यांना रिट याचिका क्र. ९४१/१९९५ मध्ये झालेल्या तडजोडनाम्यानुसार मिळकतीमध्ये १ आणि ४ पै (३ एकर २ गुंठे) इतके क्षेत्र/हिस्सा प्राप्त झाले होते. श्रीमती जानकुबाई बाबुगीर गोसावी यांनी ० हे. ४१ आर एवढ्या क्षेत्राची विक्री १ जगन्नाथगुरु भगवानगीर गोसावी आणि प्रल्हाद शंकरगीर गोसावी यांना दिनांक २७ जुलै १९९ रोजीच्या नोंदणीकृत दस्ताद्वारे केली. या व्यवहारा प्रित्यर्थ गावी फेरफार नोंद क्र. ९६३ ही नोंद अभिलिखित होऊन ० हे. ४१ आर क्षेत्रासाठी श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि प्रल्हाद शंकरगीर गोसावी यांची नावे अभिलिखित करण्यात आली. तदनंतर श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि श्री. प्रल्हाद शंकरगीर गोसावी यांनी या जमिनीपैकी ० हे. ४१ आर क्षेत्र श्री. वसंत दामजी चांदे यांना दिनांक ३ नोव्हेंबर २००१ रोजीच्या नोंदणीकृत दस्ताने विक्री केले होते. त्या प्रित्यर्थ गावी फेरफार नोंद क्र. १०९९ ही नोंद अभिलिखित करून मंजूर करण्यात आली. वसंत दामजी चांदे यांचे नाव ० हे. ४१ आर क्षेत्राकरिता अभिलिखित करण्यात आले.

२.७ श्री. वसंत दामजी चांदे यांनी श्री. जगन्नाथगुरु भगवानगीर गोसावी आणि श्री. प्रल्हाद शंकरगीर गोसावी यांचेकडून जे ० हे. ४१ आर क्षेत्र सन २००१ सालातील नोंदणीकृत दस्ताने खरे केले होते त्या क्षेत्रापैकी श्री. वसंत दामजी चांदे यांनी ० हे. ३१ आर एवढे क्षेत्र सध्याच्या अर्जात जाबदार यांना दिनांक ९ जुलै २००७ रोजीच्या दस्ताद्वारे हस्तांतरित केले.

२.८ अर्जदार यांनी दिनांक ३१ जानेवारी २००७ रोजीच्या नोंदणीकृत दस्ताद्वारे ० हे. ९२ उ क्षेत्र खरेदी केले असतांनाही अर्जदार यांच्या लाभात मंजूर करण्यात आलेल्या फेरफार नोंद क्र. १७०३ या नोंदीद्वारे वाद मिळकतीच्या अधिकार अभिलेखामध्ये अर्जदार यांनी खरेदी केलेले १ अर्जदार यांच्या नावासमोर नमूद नसल्यामुळे अर्जदार यांनी दिनांक १९ ऑक्टोबर २०११ रोजी तहसिलदार, मुळशी यांचेकडे अर्ज केला होता. तहसिलदार, मुळशी यांनी सदर अर्जावर महार जमिन महसूल संहिता, १९६६ च्या कलम १५५ नुसार आदेश पारित केले. तहसिलदार, मुळ



(चंद्रकांत (याचा) पाटील)

करी
महसूल, यशवंत व पुनर्वसन,
सार्वजनिक बांधकाम
१-६-२०११

यांचे आदेश क्र. हनो/एसआर/१६७/२०११ दिनांक २७ डिसेंबर २०११ या आदेशाद्वारे तहसिलदार यांनी वाद मिळकतीच्या क्षेत्रापैकी अधिकार अभिलेखामध्ये नमूद असलेले सध्याचे अर्जदार यांचे नावासमोर क्षेत्र ० हे. ९२ आर असे क्षेत्र मंजूर फेरफार नॉद क्र. १७०३ या नोंदीद्वारे दाखल करण्याचे निर्देश दिले. त्या प्रित्यर्थ गावी फेरफार नॉद क्र. २८०१ ही नॉद दिनांक ३ जानेवारी २०१२ रोजी अभिलिखित करून सदर नॉद दिनांक १२ ऑक्टोबर २०१२ मंजूर करण्यात आली. या नोंदीनुसार अर्जदार यांचे नावे अधिकार अभिलेखामध्ये ० हे. ९२ आर असे क्षेत्र अभिलिखित करण्यात आले.

२.९ तहसिलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व त्या प्रित्यर्थ अभिलिखित केलेली फेरफार नॉद क्र. २८०१ यामुळे व्यथित होऊन जाबदार यांनी उप विभागीय अधिकारी, मावळ- मुळशी, उपविभाग, पुणे यांचेकडे अपील केले. सदर अपिलास आरटीएस /अ/एसआर/४२८/२०१३ असा क्रमांक देण्यात आला. उप विभागीय अधिकारी यांनी त्यांच्या दिनांक १९ मे २०१४ रोजीच्या आदेशाद्वारे जाबदार यांचे अपिल अर्ज मंजूर करून तहसिलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश रद्द करून फेरफार नॉद क्र. २८०१ ही नॉद देखील रद्द केली. उपविभागीय अधिकारी यांनी त्यांच्या आदेशात असे नमूद केले की, मुळ खातेदार पोपटगीर केशवगीर गोसावी, रामचंद्रगीर पोपटगीर गोसावी, कोंडाबाई गोसावी आणि विठाबाई गोसावी यांना सामाईकात १ आणे ४ पै हिश्याचा हक्क होता. त्यानुसार त्यांचे क्षेत्र ० हे. ९६.१६ आर इतके परिगणित होते. या क्षेत्रापैकी ० हे. ३० आर क्षेत्राची विक्री श्री. रामचंद्रगीर गोसावी यांनी श्री. वसंत चंदे यांचे लाभात दिनांक १०.७.२००१ रोजीच्या दस्ताद्वारे केली होती. त्या प्रित्यर्थ अधिकार अभिलेखात फेरफार नॉद क्रमांक १०७३ अभिलिखित करून मंजूर केली होती. सबब, श्री. पोपटगीर गोसावी यांचे वारसांकडे ० हे ६६.१६ आर इतकेच क्षेत्र उपलब्ध होते. तथापि, श्री. कैलास पोपटगीर गोसावी व इतर ३ यांनी ० हे. ९२ आर एवढे क्षेत्र विक्रीकरता उपलब्ध नसतांनाही त्यांनी अर्जदार यांचे लाभात ० हे ९२ आर. क्षेत्राची विक्री केली. सबब, तहसिलदार, यांनी खरेदीखताप्रमाणे ० हे. ९२ आर असे क्षेत्र सध्याच्या अर्जातील अर्जदार यांच्या नावे अभिलिखित करण्याबाबत दिलेले आदेश पुर्णतः अयोग्य आहेत. त्याच प्रमाणे उप विभागीय अधिकारी यांनी सदर आदेशामध्ये असाही निष्कर्ष नोंदविला होता की, तहसिलदार, मुळशी यांनी दिनांक २९ डिसेंबर २०११ रोजीचे आदेश पारित करण्यापूर्वी वाद मिळकतीच्या अधिकार अभिलेखामध्ये ज्या व्यक्तींची नावे सहधारक म्हणून नमूद आहेत, त्या व्यक्तींना त्यांची बाजू मांडण्यासाठी सुनावणीची पुरेशी संधी दिल्यानंतरच आदेश पारित करणे आवश्यक होते. तथापी तहसिलदार यांनी वाद मिळकतीच्या अधिकार अभिलेखामध्ये ज्या इतर सहधारकांची नावे नमूद आहेत त्या सहधारकांना सुनावणीची कोणतीही संधी न देता दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित केले. या दोन कारणांस्तव तहसिलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश सदोष ठरतात असे निष्कर्ष उप विभागीय अधिकारी यांनी सदर आदेशात नोंदविले होते.

२.१० उप विभागीय अधिकारी, मावळ-मुळशी उपविभाग, पुणे यांच्या दिनांक १९ मे २०१४ रोजीच्या आदेशामुळे व्यथित होऊन अर्जदार यांनी अप्पर जिल्हाधिकारी, पुणे यांच्याकडे अपिल दाखल केले. सदर अपिलास आरटीएस/२/अपिल /२७८/२०१४ असा क्रमांक देण्यात आला.



(अर्जदार) पाटील

सदर, मजल व पुनर्वसन,
सार्वजनिक क्षेत्र

अपर जिल्हाधिकारी यांच्या दिनांक १२ ऑगस्ट २०१४ रोजीच्या आदेशाद्वारे, त्यांचेसमोरील अगिल अर्ज फेटाळला व उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग, पुणे यांचे दिनांक १९ मे २०१४ रोजीचे आदेश कायम केले. अपर जिल्हाधिकारी, पुणे यांनी त्यांचे दिनांक १० मार्च २०१७ रोजीच्या आदेशामध्ये नमूद केलेले निष्कर्ष हे उपविभागीय अधिकारी, मावळ-मुळशी उपविभाग, पुणे यांचे दिनांक १९ मे २०१४ रोजीच्या आदेशातील निष्कर्षाप्रमाणेच असल्याने त्याची पुनरावृत्ती या ठिकाणी टाळण्यात येते.

२.११ अपर जिल्हाधिकारी, पुणे यांच्या दिनांक १० मार्च २०१७ रोजीच्या आदेशामुळे व्यथित होऊन अर्जदार यांनी अपर आयुक्त, पुणे यांचेकडे फेरतपासणी अर्ज सादर केला. अपर आयुक्त यांनी त्यांच्या दिनांक ८.९.२०१७ रोजीच्या आदेशाद्वारे अर्जदार यांचा फेरतपासणी अर्ज फेटाळून अपर जिल्हाधिकारी, पुणे यांचे दिनांक १०.३.२०१७ रोजीचे आदेश कायम केले. अपर आयुक्त यांनी त्यांच्या आदेशात नमूद केले आहे की, महाराष्ट्र जमीन महसूल संहिता, १९६६ कलम १५५ मधील तरतुदीनुसार हितसंबंधीतांना नैसर्गिक न्याय तत्वानुसार सुनावणीची संधी देऊन लेखन प्रमाद दुरुस्त करण्याची तरतूद आहे. तथापि, प्रस्तुत प्रकरणी तहसिलदार, मुळशी यांनी जाबदार यांचे वाद मिळकतीत हितसंबंध असताना देखील जाबदार यांना त्यांची बाजू मांडण्याची संधी दिलेली नव्हती. या पार्श्वभूमीवर तहसिलदार, मुळशी यांचे आदेश सदोष असल्याचे अपर आयुक्त यांनी निष्कर्ष नोंदवून तहसिलदार, मुळशी यांचे आदेश रद्द केले व त्या प्रित्यर्थ अभिलिखित केलेली फेरफार नोंद क्रमांक २८०१ ही नोंद देखील रद्द केली.

२.१२ अपर आयुक्त, पुणे यांच्या दिनांक ८.९.२०१७ रोजीच्या आदेशामुळे व्यथित होऊन अर्जदार यांनी या न्यायासनाकडे फेरतपासणी अर्ज सादर केला आहे.

२.१३ अर्जदार यांनी शासनाकडे दाखल केलेला फेरतपासणी अर्ज व स्थगिती अर्ज त्वरित निर्णित करण्याचे शासनास निर्देश देण्याकरिता अर्जदार यांनी मा. उच्च न्यायालयात रिट याचिका क्रमांक १३३९१/२०१७ दाखल केलेली होती. मा. उच्च न्यायालयाने दिनांक ६.१२.२०१७ रोजीच्या आदेशाद्वारे अर्जदार यांची अपर आयुक्त, पुणे यांचे आदेशा विरुद्ध स्थगिती मिळण्याची विनंती त्वरित निर्णित करण्याचे निर्देश देऊन याचिका निकाली काढली.

३. प्रस्तुत प्रकरणात, रोजनाम्यात दर्शविल्यानुसार, वेळोवेळी सुनावणी आयोजित करण्यात आली. सुनावणी वेळी अर्जदार व जाबदार यांनी त्यांचा लेखी युक्तीवाद सादर केला आहे. त्यानुसार प्रस्तुत प्रकरण निर्णित करण्यात येत आहे.

४. अर्जदार यांच्या अर्जाचा व लेखी युक्तीवादांचा सारांश असा आहे की, गोसावी कुटुंबियांमध्ये रिट याचिका क्रमांक ९४१/१९९५ या याचिकेतील कन्सेंट टर्म नुसार श्री. पोपटगीर केशवगीर गोसावी, श्री. रामचंद्र केशवगीर गोसावी, श्रीमती कोंडाबाई नंदूंगीरी गोसावी व श्रीमती विठाबाई बबनगिर गोसावी यांना एकत्रितरित्या १ आणे ४ पै क्षेत्र ३ एकर २ गुंठे क्षेत्राकरिता मालकी असल्याचे मान्य करण्यात आले होते. या पार्श्वभूमीवर सध्याच्या अर्जातील जाबदार यांना अर्जदार यांनी खरेदी केलेल्या क्षेत्रासंदर्भात वाद उपस्थित करण्याचा कोणताही अधिकार नव्हता व नाही. अर्जदार यांच्या लाभातील ० हे. ९२ आर क्षेत्राचे खरेदीखत नोंदणीकृत आहे. सदर

४/८



(चंद्रकांत (दादा) पाटील)
कमी

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सार्वजनिक बांधकाम
(शासकीय कार्यसूची)

नॉदणीकृत दस्त जाबदा 364 कोणत्याही न्यायासनामोर आव्हानित केलेले नाही. सदर नॉदणीकृत दस्ताद्वारे अर्जदार यांनी ज्या ० हे. ९२ क्षेत्राचे हक्क/अधिकार/हितसंबंध प्राप्त केले आहेत त्या अधिकारांना डावलण्याचा कोणताही अधिकार निम्नस्तरीय महसूली अधिकाऱ्यांना नव्हता व नाही. अर्जदार यांनी ज्या ० हे. ९२ आर क्षेत्राचे हक्क संपादित केले होते त्या व्यवहारापोटी गावी फेरफार नॉद क्र. १७०३ ही योग्यरित्या अभिलिखित करण्यात आली होती. तथापि, अर्जदार यांनी खरेदी केलेले ० हे. ९२ आर क्षेत्र अर्जदार यांच्या नावासमोर दर्शविण्यात आले नसल्यामुळे अर्जदार यांनी अधिकार अभिलेखामध्ये अर्जदार यांच्या नावासमोर खरेदी केलेले क्षेत्र दर्शविण्यात यावे अशा आशयाची विनंती तहसीलदार यांच्याकडे केली होती. अर्जदार यांनी ० हे. ९२ आर हे क्षेत्र नॉदणीकृत दस्ताने खरेदी केले असल्याने नॉदणीकृत दस्तात नमूद असलेले क्षेत्र वाद मिळकतीच्या अधिकार अभिलेखात अभिलिखित करण्यासाठी महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५५ नुसार तहसीलदार यांनी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेले आदेश उचित होते. सदर आदेश पारित करण्यापूर्वी अन्य कोणत्याही हितसंबंधित पक्षकारांना नोटीस काढण्याचा प्रश्न उद्भवत नव्हता. कारण अर्जदार यांनी खरेदी केलेले क्षेत्र नॉदणीकृत दस्तात नमूद आहे. नॉदणीकृत दस्तात नमूद असलेले क्षेत्र केवळ अधिकार अभिलेखामध्ये अभिलिखित करण्यासाठी अन्य हितसंबंधित पक्षकारांना नोटीस काढण्याचा प्रश्न उद्भवत नव्हता व नाही. अर्जदार यांच्या लाभात फेरफार नॉद क्र. १७०३ ही नॉद मंजूर करण्यात आली होती. सदर नॉदीस जाबदार अथवा गोसावी कुटुंबियांनी आव्हान दिलेले नव्हते व नाही. अर्जदार यांच्या लाभात तहसीलदार यांनी दिनांक २७ डिसेंबर २०११ रोजी पारित केलेल्या आदेशाच्या अनुषंगाने गावी फेरफार नॉद क्र. २८०१ ही नॉद अभिलिखित करून मंजूर करण्यात आली होती. सदर नॉदीसही गोसावी कुटुंबियांनी अथवा जाबदारांनी आव्हान दिलेले नाही. परिणामी फेरफार नॉद क्र. १७०३ व २८०१ या नॉदींना अंतिमता प्राप्त झालेली आहे. मा. उच्च न्यायालयासमोर झालेल्या कन्सेट टर्म्सनुसार अर्जदार यांच्या पूर्वहक्कदारांना वाद मिळकतीमध्ये ३ एकर २ गुंठे म्हणजेच १ हे. २२ आर एवढे क्षेत्र प्राप्त झाले होते. १.२२ हे.आर. क्षेत्रापैकी ० हे. ३० आर या क्षेत्राची विक्री श्री. गोसावी यांचे पूर्वहक्कदारांनी श्री. वसंत चंदे यांना केली होती. अशारितीने श्री. गोसावी यांच्या पूर्वहक्कदारांकडे ० हे. ९२ आर एवढे क्षेत्र शिल्लक राहिले होते. या पार्श्वभूमीवर श्री. गोसावी यांच्या पूर्वहक्कदारांना ० हे. ९२ आर इतके क्षेत्र विक्री करण्याचा पूर्ण अधिकार होता व तसे क्षेत्र अर्जदार यांनी श्री. गोसावी यांच्या पूर्वहक्कदारांकडून नॉदणीकृत दस्ताने खरेदी केले आहे. मा. उच्च न्यायालयासमोर झालेल्या कन्सेट टर्म्समध्ये श्री. गोसावी यांच्या पूर्वहक्कदारांना ३ एकर २ गुंठे म्हणजेच १ हे. २२ आर इतके क्षेत्र विनिर्दिष्टरित्या मंजूर करण्यात आले होते. या पार्श्वभूमीवर कन्सेट टर्म्समध्ये नजरचुकीने नमूद करण्यात आलेल्या चुकीच्या आणेवारीचा आधार घेण्याची अप्पर जिल्हाधिकारी व उपविभागीय अधिकारी यांची कृती सदोष ठरते. इतःपर अर्जदार यांना मिळकतीत जाण्याकरिता जाबदार यांनी अडथळा आणल्यामुळे जाबदार यांचे विरुद्ध मनाई हुकूमाचे आदेश प्राप्त करण्याकरिता अर्जदार यांनी मा. दिवाणी न्यायालयात रे. दि.मु. नं. ८५३/२०११ हा दावा दाखल केला होता. मा. दिवाणी न्यायालयाने अर्जदार यांची जाबदार यांचे विरुद्ध मनाई हुकूम मिळण्याची विनंती फेटाळल्याने अर्जदार यांनी मा. जिल्हा न्यायालयात

(चंद्रकांत (दादा) पाटील)

मंत्री
महसूल, मदत व पुनर्वसन,
सार्वजनिक बांधकाम
(सार्वजनिक उपकरणे विभाग)

किरकोळ अपील क्रमांक 365 २०११ दाखल केला होता. मा. जिल्हा न्यायालयाने अर्जदार यांचे अपील मंजूर केले. हेच आदेश मा. उच्च न्यायालयाने रिट याचिका क्रमांक ११०२३/२०११ द्वारे कायम केले होते. मा. उच्च न्यायालयाचे आदेश देखील मा. सर्वोच्च न्यायालयाने एस.एल.पी क्र. २४२२१/२०१२, द्वारे कायम केले आहेत. उपरोक्त विवेचनाच्या पार्श्वभूमीवर अपर आयुक्त यांचे आवाहनित आदेश रद्द करून तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व या आदेशाच्या परिणामी अभिलिखित करून मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ ही नोंद कायम करण्यात यावी अशी विनंती अर्जदार यांच्या वतीने करण्यात आली.

५. जाबदार यांच्या युक्तीवादाचा सारांश असा आहे की, महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५५ मधील तरतूदीनुसार लेखनप्रमाद दुरुस्त करताना आवश्यक असलेल्या विहित प्रक्रियेचा अवलंब न करता तहसीलदार, मुळशी यांनी दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित केले होते. या कारणास्तव तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश व या आदेशाच्या परिणामी मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ या दोन्ही बाबी बेकायदेशीर ठरतात. वाद मिळकतीच्या अधिकार अभिलेखांमध्ये अर्जदार व जाबदार यांच्यासह इतर सहधारकांची नावेही नमूद आहेत. दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित करण्यापूर्वी तहसीलदार, मुळशी यांनी वाद मिळकतीच्या अधिकार अभिलेखातील सर्व सहधारकांना सुनावणीची संधी देणे आवश्यक होते. तथापी अशी कोणतीही कार्यवाही न करता तहसीलदार यांनी दिनांक २७ डिसेंबर २०११ रोजीचे आदेश पारित केले असल्याने दिनांक २७ डिसेंबर २०११ रोजीचे आदेश हे नैसर्गिक न्यायतत्वाची पायमल्ली करून पारित केल्याचे स्पष्ट होते. तद्वत, फेरफार नोंद क्र. १७०३ ही नोंद अभिलिखित करताना श्री. गोसावी यांच्या पूर्वहक्कदारांना ० हे. ९२ आर एवढे क्षेत्र अर्जदार यांना विक्री करण्याचे अधिकारच नव्हते ही वस्तुस्थिती निदर्शनास आल्यामुळे मंडळ अधिकारी यांनी फेरफार नोंद क्र. १७०३ ही नोंद मंजूर करताना जाणीवपूर्वक अर्जदार यांच्या नावे ० हे. ९२ आर एवढे क्षेत्र अभिलिखित करण्याचे टाळले होते. फेरफार नोंद क्र. १७०३ ही नोंद मंजूर झाल्यानंतर व सदर नोंदीमध्ये अर्जदार यांनी खरेदी केलेले तथाकथित क्षेत्र नमूद नसल्यानंतरही अर्जदार यांनी फेरफार नोंद क्र. १७०३ या नोंदीस केव्हाही आव्हान दिले नव्हते व नाही. तदनंतर अर्जदार यांनी तब्बल ३ वर्षांच्या विलंबाने तहसीलदार, मुळशी यांचेकडे अर्ज केला. अर्जदार हे दिवाणी दावा क्र. ८५३/२०११ या दाव्याचा उल्लेख करून या न्यायासनाची दिशाभूल करण्याचा प्रयत्न करीत आहेत. वस्तुतः दिवाणी दावा क्र. ८५३/२०११ या दाव्याचा व प्रस्तुत न्यायासनासमोर दाखल करण्यात आलेल्या अर्जाचा एकमेकाशी कोणताही संबंध नव्हता व नाही. जाबदार हे वाद मिळकतीपैकी काही क्षेत्र धारण करीत असल्याने तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश आवाहनित करण्याची पूर्ण अधिकारीता जाबदार यांना होती व आहे. वाद मिळकतीपैकी अर्जदार यांनी जे तथाकथित क्षेत्र खरेदी केले होते त्या क्षेत्राची तथाकथित मोजणी वरिष्ठ न्यायासनांनी रद्दबातल केल्याची वस्तुस्थिती अर्जदारांनी या न्यायासनांपासून लपऊन ठेवली आहे. त्याचप्रमाणे अर्जदार यांचा वाद मिळकतीवरील ताबा पूर्णतः बेकायदेशीर असल्याची वस्तुस्थितीदेखील अर्जदार यांनी या न्यायासनापासून लपऊन ठेवली आहे. अर्जदार यांनी तथाकथितरित्या खरेदी केलेल्या क्षेत्रावर मंजूर करून घेतलेले बांधकाम आराखडे



(चंद्रकांत (दादा) पाटील)
मंत्री

महसूल, मजदत व पुनर्वसन,
कार्यमंत्रालय
मुंबई

देखील सक्षम प्राधिकरणांनी प्रस्तावित केले आहेत, ही वस्तुस्थिती देखील या न्यायासनापासून लपऊन ठेवली आहे. श्री. कैलास पोपटगीर गोसावी व इतर दोन यांना, श्री. पोपटगीर गोसावी यांचे मृत्यू पश्चात वाद मिळकतीतील ० हे ९६.५ आर इतक्या क्षेत्रात हक्क प्राप्त होते. श्री. कैलास गोसावी व इतर २ यांनी दिनांक १०.७.२००१ रोजीच्या नोंदणीकृत दस्ताद्वारे वाद मिळकतीतील ० हे. ३० आर. क्षेत्राची विक्री श्री. वसंत चंदे यांचे लाभात केली होती. सबब, वाद मिळकतीपैकी ० हे ६७ आर इतक्या क्षेत्राकरिता श्री. कैलास पोपटगीर गोसावी यांना मालकी हक्क प्राप्त झाले होते. तथापि, श्री. कैलास गोसावी व इतर २-यांनी दिनांक ३१.१.२००७ रोजीच्या नोंदणीकृत दस्ताद्वारे वाद मिळकतीतील ० हे. ९२ आर इतक्या क्षेत्राची विक्री अर्जदार यांच्या लाभात सदोषिरित्या केली. या पार्श्वभूमीवर अर्जदार यांच्या लाभामध्ये ० हे. ९२ आर एवढे क्षेत्र अभिलिखित करण्यापूर्वी विहित प्रक्रियेचा अवलंब न केल्याने तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश बेकायदेशीर ठरतात. त्याचप्रमाणे या आदेशाच्या परिणामी अभिलिखित करून मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ ही नोंददेखील बेकायदेशीर ठरते. या पार्श्वभूमीवर तहसीलदार, मुळशी यांचे दिनांक २७ डिसेंबर २०११ रोजीचे आदेश आणि या आदेशाच्या परिणामी मंजूर करण्यात आलेली फेरफार नोंद क्र. २८०१ या दोन्ही बाबी रद्द करण्याबाबतचे उप विभागीय अधिकारी आणि अप्पर जिल्हाधिकाऱ्यांचे आवाहनित आदेश उचित असल्याचे स्पष्ट होते. सबब, सदर आदेश कायम करण्यात यावेत आणि अर्जदार यांचा अर्ज फेटाळण्यात यावा अशी विनंती जाबदार यांच्या वतीने करण्यात आली.

६. प्रस्तुत प्रकरणी अर्जदार यांचा अर्ज, अर्जदार व जाबदार यांचे युक्तीवाद, आवाहनित आदेश, प्रकरणातील कागद पत्रे, ईत्यादी सर्व बाबींचे मी अवलोकन केले. प्रकरणाची पार्श्वभूमीवर तसेच अर्जदार व जाबदार यांचे युक्तीवादाचा सारांश सविस्तरपणे विषद करण्यात आला असल्याने त्यातील बाबींची पुनरावृत्ती टाळून प्रस्तुत प्रकरणातील माझे निष्कर्ष खालीलप्रमाणे आहेत :-

६.१ तहसिलदार, मुळशी यांनी त्यांच्या दिनांक २७.१२.२०११ रोजीच्या आदेशाद्वारे महाराष्ट्र जमीन महसूल संहितेतील कलम १५५ मधील तरतुदीनुसार वाद मिळकतीच्या अधिकार अभिलेखातील लेखन प्रमाद दुरुस्त करून अर्जदार यांचे लाभात आदेश पारीत केले होते.

६.२ तहसिलदार, मुळशी यांच्या आदेशाचे अवलोकन केले असता, अर्जदार यांनी नोंदणीकृत दस्ताद्वारे वाद मिळकती पैकी ० हे ९२ आर क्षेत्राची खरेदी केली असल्याने वाद मिळकतीतील इतर सहधारकांना सुनावणीची संधी देण्याची आवश्यकता नसल्याचा निष्कर्ष नोंदवून आदेश पारीत केले आहेत.

६.३ उक्त संहितेच्या कलम १५५ मधील तरतुदीनुसार अधिकार अभिलेखातील लेखन प्रमाद दुरुस्त करता येतात. या तरतुदीनुसार अधिकार अभिलेख दुरुस्त करण्यापूर्वी अशा आदेशामुळे परिणाम होणा-या मिळकतीतील सर्व सहधारकांना नैसर्गिक न्याय तत्वावर सुनावणीची संधी देऊन आदेश पारीत करणे आवश्यक ठरते. या संदर्भात मा. सर्वोच्च न्यायालय, AIR १९३६ प्रिव्ही कौन्सिल २५३ (२) नझीर अहमद विरुद्ध किंग एम्परर या न्याय निर्णयात स्पष्ट केले आहे की,

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(चंद्रकांत (दादा) पाटील)

अधीक्षक

महसूल, माल व पुनर्वसन,

मुळशी, तहसील, जिल्हा, मुंबई.

अधिनियमातील विहित 367नुसार कार्यवाही करणे आवश्यक असल्यास अशा तरतुदीनुसारच कार्यवाही करणे अपेक्षित आहे.

६.४ प्रस्तुत प्रकरणी वाद मिळकतीतील काही क्षेत्र जाबदार यांनी नोंदणीकृत दस्ताद्वारे खरेदी केले असतानाही जाबदार यांना नैसर्गिक न्याय तत्वानुसार सुनावणी संधी दिल्याचे दिसून येत नाही. मा. उच्च न्यायालयाने विविध न्याय निर्णयाद्वारे ही बाब स्पष्ट केली आहे की, एखाद्या व्यक्तीच्या हक्क / अधिकार / हितसंबंध या वर परिणाम करणारे आदेश पारीत करण्यापूर्वी हितसंबंधितांना नैसर्गिक न्याय तत्वानुसार सुनावणीची संधी देणे आवश्यक आहे. सबब, तहसिलदार, मुळशी यांनी जाबदार यांना सुनावणी संधी न देता आदेश पारीत केले असल्याने सदर आदेश निश्चितच सदोष ठरतात. परिणामी, अशा सदोष आदेशा प्रित्यर्थ अभिलिखित केलेली फेरफार नोंद क्रमांक २८०१ ही नोंद देखील अयोग्य ठरते. या पार्श्वभूमीवर अपर आयुक्त यांनी उचितरित्या तहसिलदार, मुळशी यांचे आदेश रद्द केले आहेत.

६.५ उपरोक्त विवेचनाच्या पार्श्वभूमीवर अपर आयुक्त यांच्या आवाहानित आदेशात हस्तक्षेप करण्यास अर्जदार यांनी समर्थनीय व सबळ कारणे सादर केली नसल्याने अपर आयुक्त यांचे आवाहानित आदेश कायम करण्याच्या निष्कर्षाप्रत मी पोहचलो असल्याने खालीलप्रमाणे आदेश पारीत करण्यात येत आहेत :-

आदेश

१. निकालपत्रात नमूद केलेल्या कारणास्तव अर्जदार यांचा फेरतपासणी अर्ज फेटाळण्यात येतो.
२. अर्जदार यांचा फेरतपासणी अर्ज फेटाळण्याच्या परिणामी, अपर आयुक्त, पुणे यांचे आदेश क्रमांक आरटीएस/पुणे/१०३/२०१७, दिनांक ८.९.२०१७ हे आदेश कायम करण्यात येतात.
३. खर्चाबाबत आदेश नाहीत.
४. सदर निर्णय सर्व संबंधितांना कळविण्यात यावा.



ठिकाण: मुंबई.
दिनांक: १९/०३/२०१८

खरी नक्कल

प्रमाणित प्रतीसाठी अर्ज केलेल्या दि. २८/०३/२०१८
प्रत दिल्याचा दि. २८/०३/२०१८
प्रमाणित प्रतीसाठी आकारणाऱ्या दि. १३५ रु. (नं. ५८५६६०)
दिनांक २८/०३/२०१८

Y. H. S. K. R.
(कक्ष अधिकारी) २८/३/१८

महाराष्ट्र शासन, महसूल व वन विभाग
मंत्रालय, मुंबई ४०० ०३२.

(चंद्रकांत (दादा) पाटील)
मंत्री (महसूल)
(चंद्रकांत (दादा) पाटील)
मंत्री
महसूल, मद्य व पुनर्वसन,
सार्वजनिक बांधकाम
(सार्वजनिक उपक्रम वगळून)
महाराष्ट्र शासन, मंत्रालय, मुंबई-४०००३२

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.2977 OF 2017

M/s.Echjay Industries Private Limited ..Petitioner
V/s.
State of Maharashtra
Through its Urban Development Dept & Ors. .. Respondents

Mr.Vishwajit Sawant a/w Mr.Nikhil Patil and Ms.Warisha Parkar i/b
Parinam Law Associates for the Petitioner.

Mrs.M.P. Thakur, AGP for the Respondent-State.

Mr.A.Y. Sakhare, Senior Advocate a/w Mr.J.J. Carloes i/b MGK
Legal for Respondent Nos.2 and 3.

CORAM : RANJIT MORE &
SMT.BHARATI H. DANGRE, JJ.

DATE : 29th JANUARY 2019

P.C.

1. Heard Mr.Sawant, learned counsel for the petitioner,
Ms.Thakur, learned AGP for Respondent No.1 and Mr.Sakhare,
learned Senior Counsel for Respondent Nos.2 and 3.

2. By this petition under Article 226 of the Constitution of
India, the petitioner is challenging the order dated 14.02.2017
passed by the Minster of State in Urban Development Department

thereby rejecting the petitioner's Appeal under Section 47 of the Maharashtra Regional and Town Planning Act (for short 'MRTP Act').

2. The petitioner preferred an application to Respondent No.2 for regularization of the subject structure under Section 44 of the MRTP Act, and the said application came to be rejected. Thereafter the petitioner approached the Hon'ble State Minister under Section 47 of the MRTP Act. The petitioner's appeal is rejected solely on the ground that there is dispute about the ownership of land in question and therefore the Appeal do not warrant any interference.

3. Having considered the rival submission and having gone through the petition along with annexures, we find the petitioner has purchased OH 92R from Gut No.316/01 and OH 47.8R from Gut No.330, Village-Kasara Amboli, Taluka-Mulshi, District-Pune by Registered Sale Deed. It appears that the petitioner has constructed a structure on the said land without permission from the Planning Authority. The structure being unauthorized, he is constrained to make an application under Section 44 of the MRTP Act. The Respondent No.4 dispute the Sale Deed/Correction Deed,

however, as on today he has not approached any Civil Court.

4. It appears that there is dispute between the party regarding access to the said property purchased by the petitioner. The respondent No.4 deny that the said property is purchased by the petitioner. However petitioners place reliance on the Mutation Entry regarding the property purchased by the petitioner.

It is by now well settled position of law that Mutation Entries are effected for fiscal purpose and does not create or extinguish any right nor does a Mutation Entry confer the title. Between the parties as of today no issue of title is pending in any Civil Court.

5. In above facts and circumstances, in our considered opinion, the Hon'ble State Minister could not have dismissed the petitioners Appeal on the ground that there is dispute regarding title of the petitioner. In our view, the Hon'ble State Minister ought to have disposed of the petitioners appeal on merits.

6. For the aforesaid reason we, dispose of the petition by passing the following order.

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ORDER

(i) The impugned order dated 14.02.2017 passed by the Minister of State is quashed and set aside.

(ii) The matter is remanded back to the Hon'ble State Minister for fresh decision on merits.

All points and contentions of the respective parties are kept open.

(iii) Needless to mention that Hon'ble State Minister shall take decision after hearing all concerned as expeditiously as possible and preferably within the period of three months from the date of receipt of the said order.

(iv) During the pendency and final disposal of the said appeal before the Hon'ble State Minister both the parties shall maintain status-quo as of today regarding the offending structure.

(SMT.BHARATI H. DANGRE, J.)

(RANJIT MORE, J.)

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.1 OF 2019
IN
WRIT PETITION NO.10265 OF 2019

Shri Subhash Tanna ...Applicant/Intervener

In the matter between

M/s. Echjy Industries Pvt. Ltd. ...Petitioner

vs.

The State of Maharashtra ...Respondent

Mr. Atul Damle a/w Mr. Rohan Mirpury i/b Mr. Joel J. Carlos for the Applicant.

Mr. Vishwajit Sawant a/w Mr. Nikhil Patil, Mr. Yakshay Chheda and Ms. Warisha Parkar i/b Parinam Law Associates for the Petitioner.

Mrs. M. S. Srivastave, AGP for the Respondent/State.

**CORAM : B. P DHARMADHIKARI &
SANDEEP K. SHINDE, JJ.**

DATE : 23/09/2019.

PC.:

1. Heard for some time. It appears that the applicant in Civil Application No.1/2019 is adjacent owner who claims to be affected by structure of factory raised by the Petitioner. Structure has come up in 2007 and applicant has raised objection in 2015.

2. Prayer made by the petitioner for regularization was turned down and appeal against it has also been dismissed by the State Government.

3. Question before this Court is in 2007 when the factory was

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established Respondent Nos.2 and 3 were not in existence, Whether structure raised then has been permitted/sanctioned by the Labour Department/Factory Inspector in terms of the Factories Act therefore will have to be looked into.

4. In this situation, we permit the adjacent owner to assist the Court and the petitioner to implead said owner/applicant as respondent No.4. The application is accordingly allowed and disposed of.

5. Issue notice to respondent returnable on 8/10/2019. Learned AGP waives service of notice for Respondent No.1. RPAD for respondent Nos.2 and 3. Till then status-quo as of today.

(SANDEEP K. SHINDE, J.)

(B. P. DHARMADHIKARI, J.)

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उपसंचालक भूमि अभिलेख, पुणे प्रदेश, पुणे यांचे न्यायपिठासनासमोर

अपील निर्णय

क्र.न.गु.५/फेरतासणी एच.आर. ३७८९/२०१९
पुणे दिनांक १४/०५/२०२२

१. मी. एफ.जे. इंडस्ट्रियल प्रा.लि. तर्फे श्री. उदय संघवी
रा. गट नं. ३१६, कासार आंबोली, ता. मुळशी, जि. पुणे

विरुद्ध

१. जिल्हा अधीक्षक भूमि अभिलेख, पुणे
२. सुभाष कल्याणजी तन्ना
रा. ९१७/२१ एफ सी रोड, पुणे-४



विषय : महासाठ जमिन महसूल अधिनियम १९६६, कलम २५७ अन्वये फेरतासणी अर्ज
मौजे- कासार आंबोली, तालुका-मुळशी, जिल्हा- पुणे, येथील गट नं. ३१६ या मिल्कतीबाबत.

प्राथमिक :-

मौजे- कासार आंबोली, तालुका-मुळशी, जिल्हा- पुणे, येथील गट नं. ३१६ या मिल्कतीबाबत जिल्हा अधीक्षक भूमि अभिलेख, पुणे यांनी स्वाधिकरीत क्रमांक/पुणेपत्र/अ.क्र.८७/२०१७ पुणे, दिनांक १८/०३/२०१९ रोजी निर्णय दिला आहे. सदर निर्णयावर नाराज होवून प्रस्तुत अर्जदार यांनी या कार्यालयाकडे दिनांक ०८/०५/२०१९ रोजी फेरतासणी अर्ज दाखल केला आहे.

अपीलदार यांचा युक्तीवाद :-

अपीलदार तर्फे अं. देसपांडे यांनी दिनांक १२/०६/२०२२ रोजी हजर राहून लेखी युक्तीवाद सादर केला आहे त्यातील मुद्दे पुढीलप्रमाणे, मौजे कासार आंबोली, ता. मुळशी, जिल्हा पुणे येथील मिल्कत गट नं. ३१६/१ याची क्षेत्र ११ हेक्टर ६०.७७ आर ही मिल्कत मोसावी कुटुंबाची होती. पोस्टगिर केशवगिर मोसावी, कोंडाबाई नंदुगिर मोसावी व विठ्ठलबाई बबनगिर मोसावी यांचे वारसांनी गाव मौजे कासार आंबोली, ता. मुळशी, जिल्हा पुणे येथील मिल्कत गट नं. ३१६/१ क्षेत्र ३ एकर २ मुठे यापैकी मी. एफ.जे. इंडस्ट्रियल प्रा. लि., तर्फे किरिट कोठारी यांना ०० हे ९२ आर क्षेत्र नोंदणीकृत दस्ताने खरेदी दिलेले आहे. सदरचा दस्त मी. राव रविशंकर मुळशी पोंड यांचे दफ्तरी दि. ३१/०१/२००७ रोजी दस्त क्र. ७०३/२००७ अन्वये नोंदविण्यात आलेला आहे. त्याप्रमाणे ७/१२ उताऱ्यावर एचजे इंडस्ट्रियल प्रा. लि., यांचे नावाची नोंद फेरफार क्र. १७०३ अन्वये करण्यात आलेली आहे. अपीलदार यांची नोंदणीकृत कंपनी असून अपीलदार यांनी कासारआंबोली येथील गट नंबर ३१६/१ पैकी ०० हेक्टर ९२ आर ही मिल्कत मुळ मालक कैलास पोस्टगिर मोसावी व इतर यांचे कट्टन नोंदणीकृत खरेदीखताने खरेदी घेतली आहे. आजपर्यंत त्यांच्या हक्कात लिट्टन दिलेले खरेदीखत रदवाचल झालेले नाही किंवा वादात कोणीही घातलेले नाही. अपीलदार यांनी दिनांक २३/०६/२०१६ रोजी मोजणी काणी आध्यायक बगदफजॉसह जाबदेनार यांचेकडे अर्ज दाखल केले होता, त्या अर्जासोबत मोजणी करण्यासाठी अध्यायक ही सर्व कागदपत्रे अर्जदार यांनी जाबदेनार यांचे कार्यालयात दाखल केलेली होती, त्या अर्जा मध्ये सगळ्याच सर्व कागदपत्रांच्या नावाचा समावेश होता. अपीलदार यांच्या अर्जाप्रमाणे भूमापक यांनी दिनांक १९/०८/२०१६ रोजी मोजणी केली. मोजणी करतो समची सगळी कागदपत्रे यांनी सदर मोजणीस कोणत्याही प्रकारची हरकत घेतली नाही. वार्षिक लगत कागदपत्र कुमार प्रेरिंग पुनिट प्रा.लि. व टाटा युटाका या कंपनी तर्फे संबंधित व्यक्ती मोजणीवेळी जागेवर हजर होत्या व त्यांनी अपीलदार यांच्या मिल्कतीच्या मोजणीस कोणतीही हरकत नसल्याबाबत कळविलेले होते व तसेच मोजणी अधिकारी यांनी त्यांचा जबाब नोंदवून घेतला होता. सदर मोजणीची प्रक्रिया दिनांक १९/०८/२०१६ रोजी पूर्ण झाली असताना ही उपअधीक्षक भूमि अभिलेख मुळशी (पी७) यांनी मोजणी नकाशाची का. प्रत ही अपीलदार यांना दिली नाही. उपअधीक्षक भूमि अभिलेख मुळशी (पी७) यांनी मोजणी नकाशाची का. प्रत अपीलदार यांना मुदतीत न देण्यास कोणतीही संयुक्तीक कारण नसल्याची विनाकारण विनंय केल्यामुळे जाबदेनार क्रमांक २ यांनी दिनांक २५/१०/२०१६ रोजी मो.र.नं. १६४३५/२०१६ या मोजणीस हरकत घेतली. अपीलदार

काढली होती. वारंवारिक जाव देणार हे अपिलदार यांच्या मिळकतीच्या उत्तरेस लगत कब्जेदार नाहीत त्यामुळे त्यांना प्रस्तुतच्या मो.र.नं.१६४३५/२०१६ या मोजणीस हरकत घेण्याचा कोणताही अधिकार नव्हता व नाही. अपिलदार यांच्या मिळकतीच्या उत्तरेस लागून तरला तन्ना बांची मिळकत असून सदर तरला तन्ना बांनी आजतागायत मो.र.नं.१६४३५/२०१६ या मोजणीस कधीही हरकत घेतलेली नाही व त्यांनी जाव देणार यांचा हरकत घेण्याबाबत अधिकारपत्रही दिलेले नाही. त्यामुळे जाव देणार यांनी घेतलेली हरकत या विषयाबाबत मोजणीकामी विचारात घेता येणार नाही. अपिलदार यांनी वस्तुचीच मे.कोर्टासमोर तरला तन्ना यांचे खरेदीखत दाखल केलेले आहे. उपअधिक मूनी अनिलेख मुळशी (पौळ बांधकडील दिनांक २५/०४/२०१७ रोजीचे पत्र वजा आदेश रद्द होणे न्यायाच्या हप्तीने आवश्यक आहे व मो.र.नं. १६४३५/२०१६ या मोजणी नकाशाची का प्रत अपिलदार यांना मिळणे कायद्याने आवश्यक आहे. अपिलदार यांना सदर निकालाची समज मा. जिल्हा अधिका मूनी अनिलेख, पुणे बांधकडून दिनांक २८/०३/२०१९ रोजी प्राप्त झाली. त्यानंतर अपिलदार यांना दि.०२/०४/२०१९ रोजी सदरच्या आदेशाची कडी शिफ्त्याची प्रत मिळाली त्याप्रमाणे प्रस्तुतचे अपील हे मुदतीत दाखल केलेले आहे. दिनांक १८/०३/२०१९ रोजीचे आदेश इतर कोणत्याही न्यायालयत आकांक्षीत केलेले नाही. तरी प्रस्तुतचा रिक्विजन अर्ज मंजूर करण्यात यावा ही विनंती.

लेखी मुक्तीवाद व कायदपत्रे दाखल केले आहेत ते प्रकरणी सांगित असे.

जावदार यांचा मुक्तीवाद-

जावदार क. २ यांनी दिनांक २५/०३/२०२२ रोजी हजर राहून लेखी मुक्तीवाद सादर केला आहे त्यातील मुद्दे पुढीलप्रमाणे. सदर अपिलामध्ये सर्व मजकूर हा खरा व बरोबर असून जाव देणार क. २ यांना तो संपूर्णपणे मान्य व कबूल नाही. अपिलदार यांनी अनेक सत्य बाबी या मे. कोर्टापासून लपवून ठेगलेल्या आहेत. तसेच अपिलदार यांनी अनेक बाबीबाबत असुर्य विधाने या अपिलामध्ये केलेली आहेत. जाव देणार क. १ यांनी प्रत्यक्षपणे मान्य व कबूल केलेल्या मजकूरव्यतिरिक्त या अपिलामधील कोणताही मजकूर या जाव देणार क. २ यांना मान्य व कबूल नाही. स नं ३१६/१, मीने कासार अंबोली, ता मुळशी, जि. पुणे येथील क्षेत्र ०० हे १२ आर मोजून मिळणेकामी अपिलदारासकडे श्री हिमांतु कार यांनी मोजणी अर्ज उपअधिक मूनी अनिलेख पुणे बांधकडे दाखल केला होता. सदर मोजणी अर्जास मो र नं १६४३५/१६ देण्यात आला होता. परंतु सदरची मोजणी उपअधिक मूनी अनिलेख मुळशी यांनी दिनांक २५/०४/२०१७ रोजी आदेश पारित करून सदरची मोजणी रद्द केली. अपिलदार यांनी जाव देणार क. १ यांच्याकडे अपिल क. ८७/२०१७ दाखल केले व दिनांक २५/०४/२०१७ रोजीचा आदेश आकांक्षीत केला. जाव देणार क. १ यांनी सदरचे अपिल दिनांक १८/०३/२०१९ रोजी आदेश पारित करून सदरचे अपिल फेटाळून लावले. जावदेणार क. १ यांच्या या आदेशाविरुद्ध अपिलदार यांनी हे अपिल दाखल केले आहे. परंतु अपिलदार यांनी अनेक बाबी मे कोर्टापासून लपवून ठेगल्या आहेत. त्यामुळे प्रमाणे, अपिलदार यांनी दिनांक ३५/०५/२००७ रोजीच्या खरेदीखताबाबत क/१२ उता-कार नोंद करून घेतांना फेरफार नं १७०३ मध्ये होत्राची नोंद झालेली नाही या बाबीकडे दुर्लक्ष केले. अपिलदार यांनी वहासिलदार, मुळशी बांधकडे महाराष्ट्र जमीन गहनुत अधिनियम १९६६ चे कलम १५१ प्रमाणे क्षेत्र दुरुस्त्यासाठी अर्ज क. १६७/२०१९ दाखल केला. त्या अर्जावर दिनांक २७/१२/२०१९ रोजी आदेश पारित होऊन अपिलदार यांच्या नासकसमोर ०० हे १२ आर या होत्राची नोंद करण्यात आली. जाव देणार क. २ यांनी दिनांक २७/१२/२०१९ रोजीच्या आदेशाविरुद्ध मे उपविभागीय अधिकारी, मावळ मुळशी बांधकडे अपिल दाखल केले. त्या अपिलामध्ये दिनांक १९/०५/२०१४ रोजी आदेश पारित होऊन फेरफार क. २८०१ रद्द करण्यात आला व अपिलदार यांचे नावासमोरील फेरफार क. २८०१ मे झालेली होत्राची नोंद कमी केली गेली. अपिलदार यांनी दिनांक १९/०५/२०१४ रोजीच्या आदेशाविरुद्ध अपिल क. २७८/२०१४ मा. अण्णर जिल्हाधिकारी, पुणे बांधकडे दाखल केले. या अपिलामध्ये दिनांक १९/०५/२०१४ रोजीच्या आदेशातून कायदपत्री स्थानिती देणार आदेश दिनांक १२/०८/२०१४ रोजी पारित करण्यात आला, परंतु वस्तुचीच दिनांक २५/०४/२०१७ रोजी फेरफार नं ३२६४ नुसार फेरफार क. २८०१ रद्द करण्यात होऊन अपिल नं ४२८/२०१२ मधील दिनांक १९/०५/२०१४ रोजीच्या आदेशाची अगंलबजावणी करण्यात आली होती. सदरचे अपिल क. २७८/२०१४ फेटाळण्यात आले. अपिलदार यांनी मे वहासिलदार, मुळशी बांधकडे स नं ३१६/१ मध्ये अपिलदार यांच्या नावासमोर होत्राची नोंद करण्याबाबत अर्ज ह.नी/एसकार/१५५/४८/१६ दाखल केला. जाव देणार क. २ यांचा सदर अर्जाबाबत कोणतीही नोंदीस न देता मे वहासिलदार मुळशी यांनी दिनांक १६/०८/२०१६ रोजी आदेश पारित केला आणि फेरफार नं ३२६४ रद्द करून फेरफार नं ३८०१ ही नोंद पुर्नस केली. जाव देणार क. २ यांनी दिनांक १६/०८/२०१६, दाखल केले. या अपिलामध्ये मे उपविभागीय अधिकारी, मावळ मुळशी बांधकडे आर. टी. एच. अपिल नं १६५/२०१६, दाखल केले. या अपिलामध्ये मे उपविभागीय अधिकारी, मावळ मुळशी यांनी दिनांक १७/१०/२०१६ रोजी अंतिम निकालपर्यंत जेते वे ठेगण्याचा आदेश पारित केला, त्यानंतर सदरचे अपिल मंजूर करण्यात आले व फेरफार क. २८०१ रद्द करण्यात आला. पर मजूर केलेल्या सर्व परिस्थितीचा विचार करून असे स्पष्टपणे दिसते की, अपिलदार यांच्या नावासमोर क/१२ उता-कार होत्राची नोंद कायम झालेली नाही. पर मजूर केलेल्या पाठवपुर्वीच अपिलदार यांनी पर नं ३१६/१ मीने कासारअंबोली ता मुळशी जि पुणे या



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Ref: 7/29/CGWB/CR/Authority-282, dated 7.02.2023

Date - 14th March 2023

To,
Mr N Varadaraj
Regional Director
Central Ground Water Board
Central region, Civil Ines,
Nagpur

Sub: Show Cause Notice for not obtaining CGWA NOC.

Ref: 7/29/CGWB/CR/Authority-282, dated 7.02.2023

Respected Sir,

This is with reference to the Show Cause Notice issued to us for not obtaining CGWB NOC.

We at Echjay Industries Pvt Ltd are engaged in the manufacturing of automobile parts without any surface treatment.

We have valid permission to operate the industry from Maharashtra Pollution Control Board vide ref no Format1.0/APAE Section/UAN No.0000128344/CR/2205001081, dated 18.05.2022 valid up to 30.01.2024. With this permission, we are permitted to use water of quantity 6000 liters per day for domestic use and utility use. We are not generating any kind of industrial/ trade effluent from the above consumption.

Apart from the above, we have valid permission for consent to establish vide ref no Format1.0/CC/UAN No.0000131672/CE/2209000483, dated 11.09.2022, which is valid till 10.09.2027. As per this consent, we have got permission to use 1500 liters of water per day out of which 1000 lit per day is for industrial processing. But due to market conditions, we have not yet started any activity on this part.

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ECHJAY INDUSTRIES PVT. LTD.
(CROWN WHEEL & PINION DIVN.)

Gat No. 316, Kasar Ambok, Pitangut, Shinde Wad, Tal - Mulshi
 Dist - Pune 412 115 Tel. 020-66746931-32. CIN : U27200MH1960PTC011912
 E-mail: info@echjaypune.com Web: www.echjayindustries.com



As our total consumption is not going to exceed 7500 liters per day at any given time, we thought it was not mandatory for us to get CGWB permission for use of water.

Though we have one working bore well on our premises, we are taking water from a private water supplier. We use bore well water only if we do not get water from the water supplier.

So considering our water consumption is less than 10000 liters per day, we have not taken permission from CGWB.

However as per your letter, if it is mandatory to obtain NOC from CGWB, we are ready to take it. We are also ready to pay any fine incurred on us for not getting NOC from CGWB.

As we are not generating any wastewater from our process, we request you to consider our case favorably and charge us minimum fine as per your rules.

We will apply for NOC immediately in prescribed format at the earliest.

Request you to consider our reply positively and do not initiate any further action against us.

In view of above, we request you to consider this as formal reply to SCN and do not initiate any action further

Thanking you,

For M/s. Echjay Industries Pvt Ltd.,

W. S. Ghvi
 Authorized Signatory

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**ECHJAY INDUSTRIES PVT. LTD.**

83, Bajaj Bhavan, Nariman Point, Mumbai – 400 021

Tel.: +91 22 22024044 : 22028674 : 22021221 : 22021008

Fax: +91 22 22045688, 66360908

E-mail: info@echjayind.com Web: www.echjayindustries.com

CIN : U2700GJ196OPTC083236



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ECHJAY INDUSTRIES PRIVATE LIMITED HELD ON MONDAY 23RD JANUARY, 2023 AT 11.00 A.M. AT THE CORPORATE OFFICE OF COMPANY AT 83, Bajaj Bhavan, Nariman Point, Mumbai-400021

The Chairman informed the Board that the O.A. No. 90/2022 is filed by Mr. Subhash Tanna before the Hon'ble National Green Tribunal West Zone Bench, Pune against the Company. He further informed the Board that it is very much necessary to initiate and or defend the legal proceeding against Mr. Subhash Tanna. The Board discussed the matter in detail and it was unanimously decided to authorize Mr. Uday Sanghavi who is acquainted with the facts of the present matter to represent the Company as Authorised Signatory of the Company in the pending legal proceeding and unanimously passed the following resolution.

"RESOLVED THAT the Company do initiate and or defend the legal proceeding against Shri Subhash Tanna. before the Hon'ble National Green Tribunal West Zone Bench, Pune.

"FURTHER RESOLVED THAT Shri Uday Sanghavi, Authorised Signatory be and is hereby authorized to do the following acts, deeds and things in respect of the said legal proceeding before Hon'ble National Green Tribunal West Zone Bench, Pune."

1. To file, prosecute and defend the O.A. before the Hon'ble National Green Tribunal.
2. To appoint Advocate, sign vakalatnama and all relevant documents, affidavits, written statements, applications, reply, review, revision and other legal proceedings for filing and defending the same.
3. To represent the company and give evidence on oath or by Affidavit on behalf of the company before Hon'ble Tribunal.
4. To deposit the money, receive the cost, receive the amount if any.
5. To take all required steps in the aforesaid matter and any other legal proceeding which may arise out of the said suit.

CERTIFIED TRUE COPY
For Echjay Industries Private Limited


Director

Date : 16/03/2023

Exhibit No. _____

VAKALATNAMA

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
ORIGINAL APPLICATION NO. 90 OF 2022**

Subhash Tanna & Ors	... Applicants
Versus	
Echjay Industries Pvt.Ltd. & Others	... Respondents

I, Udaey Balkisan Sanghvi, authorized representative of Echjay Industries Pvt.Ltd. herein having office at: 316 Kasar Amboli , Pirangut, Mulshi, District Pune above named i.e Respondent no.1 hereby appoint and authorize

Sunita Kinkar (Advocate)
Sanad No.MAH/ 863/1991
advsunitak@gmail.com
9822328828

S.M.DESHPANDE (Advocate)
Sanad No. MAH/874/2005

Addresses :

Kundan Chambers,
Thube Park,
Near Sancheti Hospital,
Shivajinagar, Pune - 411 005.

Lawyers Chambers, No.2
District Court Compound,
Shvajinagar Pune – 411 005.

to appear, act and plead on my behalf in the above matter and to conduct Prosecute (defend) a interlocutory and miscellaneous proceeding relating thereto and also to authorize another advocate to do the aforesaid acts on my behalf occasionally and in case of urgency and necessity.

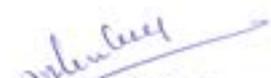
In witness whereof I have signed below this 16th day of March in the year
Two Thousand Twenty Three.

Accepted and filed on 16/03/2023.


Mr. Uday Balkisan Sanghvi



Respondent no.1


ADVOCATE