

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
WESTERN ZONE BENCH AT PUNE

Appeal No. 51/2022 (WZ)

The Colva Civic and Consumer Forum

... Appellant

Versus

The Goa Coastal Zone Management Authority & Ors.

... Respondents

**LIMITED AFFIDAVIT IN REPLY**

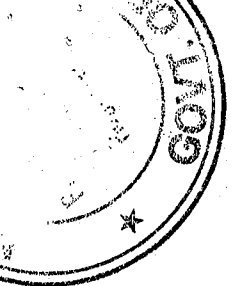
Limited affidavit of the Respondent No. 4 (Shamiraj Hotels Pvt. Ltd.) is as under:

I, Mr. Sanjay Selukar, age: 57 years, the Director and authorised representative of the Respondent No. 4, having address at H. No. 432/1, 4<sup>th</sup> Ward, Colva Beach Road, Colva, Salcete, Goa – 403708, am aware of the facts in the matter and do hereby state on solemn affirmation as under:

1. I hereby state that I am filing this limited affidavit on behalf of the Respondent No. 4, in view of the primary grievances raised by the Appellant in the Appeal. This Respondent

*Selukar*





reserves its right to file its detailed affidavit in reply, should it be required, or as may be directed by the Hon'ble Tribunal. The Respondent further submits that the Appellant has not served upon the Respondent certain documents filed by the Appellant – being the documents at Compilation II Exh. A to Q. The Appellant may kindly be directed to serve these documents on this Respondent for completeness of record.

2. This Respondent further states that nothing contained in this affidavit should be considered as an admission or acceptance of the various allegations contained in the Appeal. This Respondent further reserves its right to raise appropriate legal objections as to maintainability, jurisdiction, limitation, etc. if directed to file its detailed reply, and it may not be considered that by filing this limited affidavit, that the Respondent waives such legal objections. For the record, this Respondent hereby specifically denies all the allegations and averments stated in the Appeal unless expressly admitted/ accepted herein.
3. This Respondent submits that the primary grievance of the Appellant is with respect to the order dated 12 October 2022 (read with corrigendum dated 19 October 2022) passed by the Respondent No. 1 whereby the Respondent No. 1 has ordered demolition of structures "A" to "F", but has not ordered demolition of two specific structures, which the Appellant has




identified in the Appeal as 'X' and 'Y' in the sketch plan placed on record by the Appellant.

4. This Respondent hereby states and confirms that this Respondent has already carried out demolition of the structures "A" to "F" identified in the order dated 12 October 2022 (read with corrigendum dated 19 October 2022) passed by the Respondent No. 1.
5. This Respondent would like to place on record that the property at S. No. 24/1, Village Colva was earlier owned by one M/s. Etak Corporation Limited. By way of sale deed dated 15 August 1995, M/s. Etak Corporation Limited sold this property to Shamiraj Hotels Pvt. Ltd. (i.e. the Respondent No. 4 herein) – which was then owned/ controlled by Mr. and Mrs. Mangesh Dalvi and other shareholders.
6. The Respondent No. 4 (through its erstwhile owners/ shareholders/ directors) constructed a hotel by the name of Sea Coin upon the property and took all relevant permissions for the same. They carried out the necessary construction upon the property. The Respondent No. 4 craves leave of the Hon'ble Tribunal to place on record the relevant permissions/ licenses/ certificates.

*Belurka*

7. Subsequently, by way of Share Purchase Agreement dated 16 August 2016, all the then shareholders of the company (Respondent No. 4) sold their entire shareholding to Kruti Promotions & Events Pvt. Ltd. and exited the company. Thereby, Kruti Promotions & Events Pvt. Ltd. became the shareholder and owner of the Respondent No. 4 from 16 August 2016 onwards.
8. It is pertinent to mention here that the property owned by the Respondent No. 4 already had constructed upon it (through its previous owners) the restaurant 49ers – which is marked and identified by the Appellant as structure 'X' in the sketch plan filed by the Appellant. Similarly, the main hotel portion (Sea Coin) of the property had a temporary shed/ covering which is marked and identified by the Appellant as structure 'Y' in the sketch plan filed by the Appellant. These structures existed prior to the aforesaid Share Purchase Agreement – and the new owners of the Respondent No. 4 have only carried out repairs from time to time on these structure since the date of the Share Purchase Agreement. Therefore, when the new owners of the Respondent No. 4 took over ownership of the property/ company (through the share purchase agreement), these structures (i.e. 'X' and 'Y') were already in existence.
9. The Respondent No. 4 further submits that the restaurant 49ers – which is marked and identified by the Appellant as



structure 'X' in the sketch plan filed by the Appellant, has the required permissions from the tourism department, excise department, liquor license and such other necessary permissions.

10. The Respondent No. 4 submits that the temporary shed/ covering which is marked and identified by the Appellant as structure 'Y' in the sketch plan filed by the Appellant, has been put in place as a covering primarily for protection against sun and rain – since without it, sun and rainfall would directly come into the hotel foyer – which would otherwise be open to air.
11. Notwithstanding what is stated above, and without prejudice to the rights, contentions and averments of the Respondent No. 4, the Respondent No. 4 hereby submits and undertakes that it will demolish the restaurant 49ers – which is marked and identified by the Appellant as structure 'X' in the sketch plan filed by the Appellant, within a period of 180 days from today.
12. Similarly, the Respondent No. 4 hereby submits and undertakes that it will remove the temporary structure/ shed – which is marked and identified by the Appellant as structure 'Y' in the sketch plan filed by the Appellant, within a period of 180 days from today, and make the portion open to air.

13. With respect to the submissions made by the Respondent No. 4 in paragraphs 12 and 13 above, the Respondent No. 4 further submits that it will submit before the Hon'ble Tribunal a compliance report (along with photographs) within 180 days to show that the Respondent No. 4 has complied with its undertaking stated above. Further, after completing these actions, the Respondent No. 4 is also ready and willing to allow officers of the Respondent No. 1 to inspect the premises and check compliance in terms of the above undertaking.
14. This Respondent would like to however submit, and make a fair disclosure that during the monsoon period, the Respondent No. 4 intends to put up a temporary shed/ covering on the area which is marked and identified by the Appellant as structure 'Y' in the sketch plan filed by the Appellant, so as to stop rainfall from coming into the hotel and causing any damage to the hotel. The Respondent No. 4 submits that this will be done for the monsoon period usually ranging from the months of 15<sup>th</sup> May to 15<sup>th</sup> October, and will remove the same subsequently for the rest of the year. The Respondent No. 4 submits that this action is being done to protect and preserve the property from the element of rain – which if not done, is likely to lead to cause damage/ destruction of the property/ hotel – which would then need repairs. Avoiding these repairs due to rain damage would not

only save costs for the Respondent No. 4, but would also save the environment from use of further resources.

15. The Respondent No. 4 submits that on the own pleadings of the Appellant (paragraph 29A of the Appeal), the Appellant's main grievance is with respect to the alleged unauthorised structures marked as 'X' and 'Y' in the sketch plan filed by the Appellant. By way of the aforesaid undertaking, these primary grievances of the Appellant would stand satisfied, and the Respondent No. 4 is also willing to file a compliance report to this effect, as stated above.
16. The Respondent No. 4 submits that upon the Respondent No. 4 taking the required actions as per the undertaking provided above, nothing further remains in the Appeal – and the Appellant's prayers stand satisfied.
17. The Respondent No. 4 submits that subject to filing of the compliance report by the Respondent No. 4 or the Respondent No. 1, as may be directed by the Hon'ble Tribunal, the Hon'ble Tribunal may be pleased to dispose of the appeal. In the event that the Appeal is not disposed of by the Hon'ble Tribunal, the Respondent No. 4 may kindly be given an opportunity to file its detailed reply (including legal objections).

Whatever stated above is true to the best of my knowledge, information and belief, and I believe the same to be true, and in witness whereof I have signed on this 06<sup>th</sup> day of April 2023 at Mumbai.

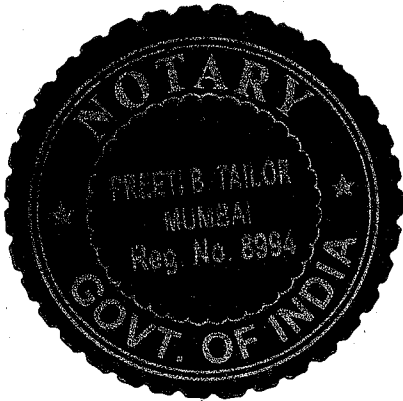


*Sanjay Selukar*

Mr. Sanjay Selukar

Director, Shamiraj Hotels Pvt. Ltd.

Respondent No. 4



BEFORE ME

*PB Tailor*

**PREETI B. TAILOR**  
ADVOCATE & NOTARY (GOVT. OF INDIA)  
B-5, MILAN APTS., RAMCHANDRA LANE  
MALAD (WEST), MUMBAI - 400 064.

- 6 APR 2023

NOTED & REGISTERED

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Date: 6 APR 2023

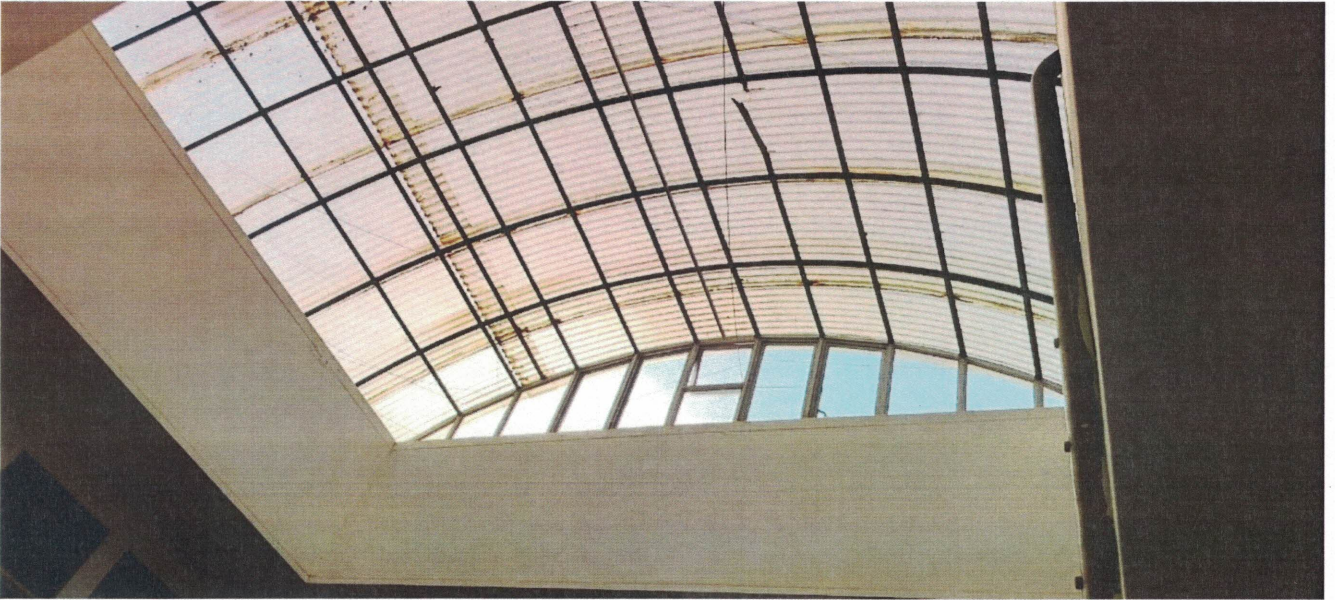
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