

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 10038 OF 2019

Mrs.Kiran Kumari Trehan
VS.

...Petitioner

Union of India & Ors.

...Respondents

Mr.Commander A. Ojha for Petitioner.
Mr.D.A. Dube for Respondent.

CORAM : S.C. GUPTE, J.

DATE : 3 OCTOBER 2019

P.C. :

Heard learned Counsel for the parties.

2 This writ petition challenges a notice issued by the Chief Administrator of Naval Area, Colaba calling upon the Petitioner to vacate the premises occupied by him in the naval area, where he was running an LPG dealership business in the name of "Colaba Gas Service". The impugned notice proceeds on the footing that the Petitioner was permitted to conduct her business of LPG dealership for a period of eleven months from 1 June 2018 to 30 April 2019 under a leave and license agreement. The notice further states that consequent to an integrated multi-utility complex having been planned at site, it had been decided by the competent authority not to renew this leave and license agreement after 30 April 2019. The notice accordingly seeks peaceful and vacant possession of the premises from the Petitioner. The notice indicates that in the event of the Petitioner's failure to do so, action under Public Premises (Eviction of Unauthorised Occupants) Act, 1971 would be initiated against the Petitioner.

3 The impugned notice is challenged by the Petitioner on various grounds. It is submitted that the dealership agency is being carried out by the Petitioner as a regimental shop and not a commercial shop to which Defence Shopping Complexes (Maintenance and Administration) Rules, 2006 apply. It is submitted that what the Petitioner was allotted was a regimental shop on defence land for running of a LPG, HPCL Gas Service for families of Navel personnel under the administrative control of Commanding Officer, INS Angre, Commodore Naval Barracks, an organisation subordinate to the Western Naval Command. It is submitted that this agency has been carried out at site by the Petitioner since 1973. It is submitted that a contract in this behalf was executed between the Petitioner and the Commodore Naval Barracks on 14 May 1973. It is submitted that this contract, which was scheduled to expire originally on 3 December 1973, was continued from time to time by the Commodore. It is submitted that the services provided by the Petitioner to the Naval personnel were under this contract and not the licence agreement of 1 June 2018 on which reliance is placed by the competent authority. It is submitted that there is no case for eviction of the Petitioner under the Public Premises Act.

4 We are at the stage of a notice issued by the competent authority of Naval administration under the Public Premises Act. The Petitioner's defence that it has been occupying the premises as a regimental shop and not as a commercial shop or that the arrangement between the parties is reflected in the original agreement of 1973 and not the licence of June 2018, are all matters of defence. These would be appropriately considered by the Estate Officer as and when action in pursuance of the Public Premises Act is initiated against the Petitioner. There is no way, at this notice stage, the Respondents can be restrained from taking action against the

Petitioner on the basis of the contentions urged by the Petitioner in the present petition. These, as I have noted above, would appropriately form part of his defence before the Estate Officer.

5 There is accordingly no merit in the writ petition. The writ petition is dismissed.

(S.C. GUPTE, J.)