IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.1843 OF 2024

Shilpi Minz. ...Appellant.
Versus
Mumbai International Airport Ltd., Mumbai and Anr. ... Respondents..

WITH
FIRST APPEAL NO. 589 OF 2025

Ms. Vibhuti Chavan...Appellant
Versus
Mumbai International Airport Ltd & Anr. ….Respondents.

WITH
FIRST APPEAL NO. 1788 OF 2024

Mr. Pawankumar M. Dayma..Appellant
Versus
Mumbai International Airport Ltd..Respondent

Versus

WITH
FIRST APPEAL NO. 1802 OF 2024

Narendra Kashinath Meher..Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 1801 OF 2024

Krishna Hiraji Patil...Appellant
Versus
Mumbai International Airport Ltd.and Ors. . ...Respondents.

WITH
FIRST APPEAL NO. 1822 OF 2024

Eknath Kisan Malekar...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 1817 OF 2024

Charulata Parag Chitnis...Appellant
Versus
Mumbai International Airport Ltd., and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1818 OF 2024

Gajanan Siddheshwar Shinde...Appellant
Versus
Mumbai International Airport Ltd. And Anr,................................Respondent

WITH
FIRST APPEAL NO. 1819 OF 2024

Mr. Ashok W. Rane...Appellant
Versus
Mumbai International Airport Ltd. And Anr, Respondent

WITH
FIRST APPEAL NO. 1919 OF 2024

Shazia Shaikh..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 1926 OF 2024

Arvind Hari Naik..Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 1931 OF 2024

Nilesh Pandurang Lanjekar...Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 1929 OF 2024

Shaima Prasad...Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 1934 OF 2024

Ravi Prakash Bhargava...Appellant
Versus
Mumbai International Airports Ltd. And Ors...............................Respondent

WITH
FIRST APPEAL NO. 1932 OF 2024

Santosh Narayan Suryawanshi..Appellant
Versus
Mumbai International Airports Ltd. And Anr...............................Respondent

WITH
FIRST APPEAL NO. 1938 OF 2024

Khalid Sabri...Appellant
Versus
Mumbai International Airports Ltd. And Anr...............................Respondent

WITH
FIRST APPEAL NO. 1933 OF 2024

Mrs. Chinar Amitabh Panchbhai..Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 1925 OF 2024

Jitendra Sahadev Parab...Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 1939 OF 2024

Prashant Kamalakar Parulekar..Appellant
Versus
Mumbai International Airports Ltd. And Ors...............................Respondent

WITH
FIRST APPEAL NO. 1947 OF 2024

Swapnil Ravindra Gawde...Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 1940 OF 2024

Raghunath Ganpat Khot...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1936 OF 2024

Rashmi Minz..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 1949 OF 2024

Shobha Ramesh Sanap...Appellant
Versus
Mumbai International Airport Ltd., and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 1943 OF 2024

Jitendra Kumar Sarangi..Appellant
Versus
Mumbai International Airport Ltd., and Anr....Respondents..

WITH
FIRST APPEAL NO. 1941 OF 2024

Pankaj Chauhan..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr.....Respondents..

WITH
FIRST APPEAL NO. 1945 OF 2024

Bechanram Yadav..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 1965 OF 2024

Nilesh R. Sakhare..Appellant
Versus
Mumbai International Airport Ltd. And Ors..................................Respondent

WITH
FIRST APPEAL NO. 1958 OF 2024

Ashok Waman Milkhe..Appellant
Versus
Mumbai International Airport Ltd. And Anr..................................Respondent

WITH
FIRST APPEAL NO. 1957 OF 2024

Vishal Waman Dawne..Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 1963 OF 2024

Deepak Sequeira...Appellant
Versus
Mumbai International Airport Ltd. And Anr..................................Respondent

WITH
FIRST APPEAL NO. 1962 OF 2024

Neena Nachankar...Appellant
Versus
Mumbai International Airport Ltd. And Anr..................................Respondent

WITH
FIRST APPEAL NO. 1960 OF 2024

Chau Mikalen Enling...Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 1964 OF 2024

Manoranjan Baishakha...Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 1969 OF 2024

Narsinha Patil..Appellant
Versus
Mumbai International Airports Ltd. And Ors................................Respondent

WITH
FIRST APPEAL NO. 1959 OF 2024

Vishnu Manik Gawali...Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 1970 OF 2024

Milind N. Moghe...Appellant
Versus
Mumbai International Airports Ltd. And Ors...............................Respondent

WITH
FIRST APPEAL NO. 1961 OF 2024

Mr. Shashikant Kundlik Salunke...Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 1967 OF 2024

Amit Ashok Tikam..Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 1977 OF 2024

Ashish Mishra..Appellant
Versus
Mumbai International Airport Ltd. And Ors.................................Respondent

WITH
FIRST APPEAL NO. 1972 OF 2024

Mr. Rajesh Z. Tatkare..Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 1975 OF 2024

Sujay Basu..Appellant
Versus
Mumbai International Airports Ltd. And Ors...............................Respondent

WITH
FIRST APPEAL NO. 1986 OF 2024

Arvind Umaji Nagvekar...Appellant
Versus
Mumbai International Airport , Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1984 OF 2024

Suresh Vishwanath Yadav...Appellant
Versus
Mumbai International Airport Ltd., and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 36 OF 2025

Mahadev Desai...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 37 OF 2025

C. Iqbal...Appellant
Versus
Mumbai International Airport Ltd., and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 49 OF 2025

Uttam Gopal Patra..Appellant
Versus
Mumbai International Airports Ltd. And Ors...............................Respondents.

WITH
FIRST APPEAL NO. 51 OF 2025

Vivek Karnad..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 39 OF 2025

Sangita Singh...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr.. ...Respondents..

WITH
FIRST APPEAL NO. 56 OF 2025

Sandeep A. Gajbhiye...Appellant
Versus
Mumbai International Airport Ltd. And Ors..................................Respondent

WITH
FIRST APPEAL NO. 50 OF 2025

Nitin Shivaji Satam...Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 48 OF 2025

Ganesh Madhukar Savekar...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 38 OF 2025

Sunil Dagadu Sonawane...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 44 OF 2025

S. Sivakumar...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 41 OF 2025

Gangishetti Veeresham..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Ors. ...Respondent.

WITH
FIRST APPEAL NO. 47 OF 2025

S.D. Chaube...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr.. ...Respondents..

WITH
FIRST APPEAL NO. 73 OF 2025

Suryakant D. Hegiste...Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 67 OF 2025

R.S. Chavan...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 66 OF 2025

Ashok L. Bhilare..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 75 OF 2025

Sanjay Gopal Rane..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 70 OF 2025

Sumedh Sadashiv Waghmare..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr. ....Respondents..

WITH
FIRST APPEAL NO. 68 OF 2025

Mr. Ashish A. Gaikwad...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 76 OF 2025

Nitin Laxman Nikam..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 82 OF 2025

Reshma S. Thakkar...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 80 OF 2025

Vilas Shankar Bhosle...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 83 OF 2025

Dharmendra B. Shirkar...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 78 OF 2025

Mr. Swarup Chaudhuri...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 77 OF 2025

Ms. Madhumita Mondal..Appellant
Versus
Mumbai International Airport Ltd Mumbai And Anr................... Respondent

WITH
FIRST APPEAL NO. 84 OF 2025

Jitendra R. Salve...Appellant
Versus
Mumbai International Airport Ltd., And Anr. ...Respondents.

WITH
FIRST APPEAL NO. 79 OF 2025

R. N. Pagare...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 81 OF 2025

Prakash P. Gusai..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 122 OF 2025

Deepti Shrestha...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 127 OF 2025

Meenakshi S. Bais..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 132 OF 2025

Anil Sayaji Shikhare...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 169 OF 2025

Darshana Vinayak Bangre..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr.. ..Respondents..

WITH
FIRST APPEAL NO. 575 OF 2025

Sandeep Ganpat Drave...Appellant
Versus
Mumbai International Airport Pvt Ltd. And and Anr. Respondent

WITH
FIRST APPEAL NO. 602 OF 2025

Vikas Nagvekar...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr.. ..Respondents..

WITH
FIRST APPEAL NO. 576 OF 2025

Mr. Sameer Chhabu Tadvi...Appellant
Versus
Mumbai International Airport Ltd Mumbai and Anr... .Respondents.

WITH
FIRST APPEAL NO. 560 OF 2025

Mr. S. Hansda..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 556 OF 2025

Ravindra Vasant Shinde...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 585 OF 2025

Mr. Satyawan N. Babar..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 571 OF 2025

Sunil D. Kumbhar...Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 601 OF 2025

Mr. Pramod Kumar Sharma...Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 586 OF 2025

Mr. Mohammed Hashim Ansari...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 577 OF 2025

Sandip Meshram...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 580 OF 2025

Stephen John Vaz...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 579 OF 2025

Mr. Yogesh V. Bhat...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 553 OF 2025

Mr. Kamalakar Shripati Kamble...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 582 OF 2025

Ramesh M. Adep..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 552 OF 2025

Mr. Ramesh Vishnu Narayankar...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 561 OF 2025

Tushar Kanti Sarkar...Appellant
Versus
Mumbai International Airport Ltd. And Anr..................................Respondent

WITH
FIRST APPEAL NO. 588 OF 2025

Mr. Milind S. Lokhande..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 566 OF 2025

T. R. Satish...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL STAMP NO. 32446 OF 2024

Ms. Bhavisha Odedra...Appellant
Versus
Mumbai International Airport Ltd Mumbai and Anr. ...Respondents.

WITH
FIRST APPEAL STAMP NO. 26209 OF 2024

Nandapu Jagadeswar Rao..Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 42 OF 2025

Vithoba N. Tervankar...Appellant
Versus
Mumbai International Airports Ltd. And Ors................................Respondent

WITH
FIRST APPEAL NO. 71 OF 2025

Prashant Kisan Gaigole Appellant
Versus
Mumbai International Airport Ltd., and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 69 OF 2025

Ganesh Shivaji Ingavale...Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 1944 OF 2024

Mohammad Rafi C...Appellant
Versus
Mumbai International Airport Ltd., and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1800 OF 2024

Dilip Janardan Gamare..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 55 OF 2025

Maxie E Dias...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 567 OF 2025

Mr. Ganesh Kumar Ganga Singh...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 1924 OF 2024

Dinesh Yashwant Gajakosh...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1987 OF 2024

Mahesh Hamne...Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 587 OF 2025

Mr. K. J. Lassar...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 54 OF 2025

Shailesh Madhukar Kolambkar..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 590 OF 2025

Mr. Sanjay Shantaram Tendulkar..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 554 OF 2025

Mr. Prashant B. Mahadik...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 555 OF 2025

Mr. Kailash Vinayak Pavitrekar..Appellant
Versus
Mumbai International Aiport Ltd. Mumbai and Anr. ....Respondents.

WITH
FIRST APPEAL NO. 563 OF 2025

Mr. Manoj Vitthal Solanki...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 1803 OF 2024

Ganesh Pandurang Khedekar..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1804 OF 2024

Shankar Yogendra Shahu..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 1883 OF 2024

Sandesh V. Shirodkar...Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 175 OF 2025

Mohan R. Dane..Appellant
Versus
Mumbai International Airport Ltd. And Anr..................................Respondent

WITH
FIRST APPEAL NO. 1942 OF 2024

Dinesh Manohar Pange...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 52 OF 2025

Rajendra Kumar Pandey...Appellant
Versus
Mumbai International Airport Ltd. And Ors..................................Respondent

WITH
FIRST APPEAL NO. 72 OF 2025

Prem Singh..Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL NO. 74 OF 2025

Ramesh J. Kamble...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 65 OF 2025

Mr. M. Paramasivan ...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr. ....Respondents..

WITH
FIRST APPEAL NO. 565 OF 2025

Neil Gaikwad...Appellant
Versus
Mumbai International Airport Mumbai and Ors. ....Respondents.

WITH
FIRST APPEAL NO. 572 OF 2025

Mr. Sanjay Bhise...Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 1990 OF 2024

Anil Kumar Verma...Appellant
Versus
Mumbai International Airports Ltd. And Ors...............................Respondent

WITH
FIRST APPEAL NO. 1966 OF 2024

R.B. Mali...Appellant
Versus
Mumbai International Airport Ltd. And Anr.................................Respondent

WITH
FIRST APPEAL NO. 1978 OF 2024

Alkeshkumar Ramjibhai Parmar...Appellant
Versus
Mumbai International Airport Ltd..Respondent

WITH
FIRST APPEAL STAMP NO. 32442 OF 2024

Mr. Rahul Deore..Appellant
Versus
Mumbai International Airport Ltd Mumbai and Anr....Respondents.

WITH
FIRST APPEAL NO. 581 OF 2025

Vijay Mates Rosario..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr. ...Respondents..

WITH
FIRST APPEAL NO. 600 OF 2025

Ajay Gupta..Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr.. ..Respondents..

WITH
FIRST APPEAL NO. 574 OF 2025

Ms. Shramika B. Ubale...Appellant
Versus
Mumbai International Airport Ltd. And Anr..................................Respondent

WITH
FIRST APPEAL NO. 578 OF 2025

Mr. Sunil Kumar..Appellant
Versus
Mumbai International Airport Ltd. Mumbai and Anr ....Respondents..

WITH
FIRST APPEAL NO. 559 OF 2025

Ms. Suchitra Mangrati...Appellant
Versus
Mumbai Internatinal Airport Ltd Mum & Anr....Respondents.

WITH
FIRST APPEAL NO. 564 OF 2025

Mr. Sachin Shivalkar...Appellant
Versus
Mumbai Internatinal Airport Ltd Mum & Anr.. ..Respondents..

WITH
FIRST APPEAL NO. 1946 OF 2024

Sangdra Rodrigues...Appellant
Versus
Mumbai International Airport Pvt. Ltd. And Or.s. .Respondent

WITH
FIRST APPEAL NO. 1921 OF 2024

Ninad B. Vaity..Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 583 OF 2025

Ms. Parul Kailas Meshram Appellant
Versus
Mumbai Internatinal Airport Ltd Mum & Anr. ...Respondents..

WITH
FIRST APPEAL NO. 1806 OF 2024

Mr. Deepak S. Pawaskar...Appellant
Versus
Mumbai International Airport Ltd. And Anr,.................................Respondent

WITH
FIRST APPEAL NO. 130 OF 2025

Sanjeevika Sarmal...Appellant
Versus
Mumbai International Airport Ltd., and Anr....Respondents..

WITH
FIRST APPEAL NO. 1805 OF 2024

Vilas Kaluram Jadhav...Appellant
Versus
Mumbai International Airport Ltd. And Anr,.................................Respondent

WITH
FIRST APPEAL NO. 603 OF 2025

Shobha J. Pujari...Appellant
Versus
Mumbai International Airport Ltd., Mumbai and Anr....Respondents..

WITH
FIRST APPEAL NO. 570 OF 2025

Ms. Vineeta Shakya..Appellant
Versus
Mumbai International Airport Ltd...Respondent

WITH
FIRST APPEAL NO. 558 OF 2025

Ms. Poonam Parihar Borana...Appellant
Versus
Mumbai Internatinal Airport Ltd Mum Anr. ..Respondents..

WITH
FIRST APPEAL NO. 562 OF 2025

Mr. Sayyed Shahid Akhtar...Appellant
Versus
Mumbai International Airport Ltd. And Anr................................Respondent

WITH
FIRST APPEAL NO. 568 OF 2025

Joshua Barnabas Devi..Appellant
Versus
Mumbai Internatinal Airport Ltd Mum & Anr . ..Respondents.

WITH
FIRST APPEAL NO. 53 OF 2025

Akshay Lalitkumar Chonkar..Appellant
Versus
Mumbai International Airports Ltd. And Ors.. Respondents.

Mr. Mihir Desai, Senior Advocate along with Mr. Ashok Shetty, Rita K. Joshi, Mishra and Mr. Rahul Shetty for the Appellants (Except FA No. 169/2025).

Amrendra Sinha, Priyanka Suresh Kale for the Appellant in FA 169/2025.

Mr. Vikram Nankani, Senior Advocate along with Mr. Chirag Kamdar, Ms. Samruddhi Mali and Mr. Suhas K. for the Respondent No. 1.

Shilpa Kapil, Chidanand Kapil, Chandru Bavishi and Priti Karbhari for the Respondent No. 2.

Coram : Sharmila U. Deshmukh, J.
Reserved on: May 2, 2025
Pronounced on : July 15, 2025.

JUDGMENT :

1. These groups of Appeals filed under Section 28-K of the Airports Authority of India Act, 1994 [for short ***"AAI Act"***] impugns the order of Eviction Officer dated 6th February, 2024 rejecting the Appellant's application seeking *interalia* impleadment of Air India Asset Holding

Company Limited [for short ***"AIAHCL"***] and Air India/AAESL/AIATSL as party Respondents and final eviction order dated 26th August, 2024 ordering handing over possession of the subject Airport Premises being the respective flats in the buildings situated in the Air India Housing Colony located on CTS NO 771, 7718 and 7726 of Village Kolekalyan, Mumbai.

2. With consent, First Appeal No.1843 of 2024 is treated as lead Appeal and the facts of the said Appeal are referred for factual clarity. Common submissions were advanced and the Appeals are being disposed of by this common judgment. For the sake of convenience, parties are referred to by their status before the Eviction Officer.

FACTUAL MATRIX:

3. The orders impugned arose out of application filed by Mumbai International Airport Ltd before the Eviction Officer under Chapter V-A of the AAI Act seeking initiation of eviction proceedings against the Respondent No.1-employee of Air India Limited as unauthorised occupant of Airport premises. The Airport Authority of India was impleaded as Respondent No.2.

4. The Eviction Officer issued notice to the Respondent No.1 under Section 28-C of AAI Act to show cause against the proposed order of eviction. The Respondent No 1 filed interim application seeking impleadment of Air India Limited/AIESL/AIATSL in capacity as employers of Respondent No.1 and also of AIAHCL as party Respondents. The application came to be rejected by the Eviction Officers holding that employers had already called upon the employees to vacate the housing colony accommodation and there is no necessity to implead the employers in an application filed by Applicant. As far as impleadment of AIAHCL is concerned, the Eviction Officer held that the Respondent/Employees are not claiming through AIAHCL and as there is no privity of contract, AIAHCL is not a necessary party. The written statement filed by Respondent No.1 resisted the eviction substantially challenging the applicability of AAI Act and the jurisdiction of the Eviction Officer.

FINDINGS OF EVICTION OFFICER:

5. The Eviction Officer framed the following issues for consideration:

(a) Whether Applicant can initiate eviction proceedings under Chapter V-A of the AAI Act, 1994?

(b) Whether the Eviction Officer has jurisdiction to try, entertain and decide the eviction proceedings?

(c) Whether the Respondent No.1 proves that he/she is not in unauthorised occupation of the subject premises as described in the schedule of the Eviction Application filed by the Applicant?

6. On the Applicant's *locus* to initiate eviction proceedings, the Eviction Officer held that under the AAI, the proceedings commence upon the issuance of show-cause notice by the Eviction Officer under Section 28-C of AAI Act. It held that the Applicant had *locus* being lessee of the housing colony lands on which the subject premises are situated and are to be used only for airport development. It held that as the rights of Air India Limited in the housing colony land stands extinguished, Air India Ltd cannot take steps for eviction. The reliance on the transfer of the structures standing on AAI land upon privatisation of Air India to AIAHCL was rejected as the Respondent No 1 did not claim under AIAHCL. The Eviction Officer also took note of HOTO note whereby the possession was handed over by AIAHCL to the Applicant.

7. On the issue of jurisdiction, the Eviction Officer noted the admission of Respondent No.1 during final argument that the housing colony lands belong to AAI, and held that the provisions of AAI Act are applicable. It held that even if upon disinvestment the non-core assets of Air India Ltd were transferred to AIAHCL, it only retained a right to receive compensation which in any event has been handed over. As the premises were held to be airport premises, the Eviction officer upheld the applicability of AAI Act.

8. The issue of the Respondent No.1's unauthorised occupation was answered against the Respondent No.1 by considering the housing allotment rules, the communication by AISAM, the orders passed by the

High Courts and the License Agreement to hold that employee's right to continue in the premises was determined by AISAM decision dated 29th September 2021, which was extended up to 24th September 2022, by the Order dated 25th August 2022, passed by the Bombay High Court, which has attained finality. The Eviction Officer noted that the Respondent No 1 is the employee of Air India Limited, who had executed leave and license agreement with its employer and since Air India did not have right, title and interest in the building, the employees have no right to continue to occupy the premises and directed eviction.

SUBMISSIONS:

9. Mr. Mihir Desai, Learned Senior Advocate appearing for the Appellants would submit that the housing colony lands were earlier owned by the State Government and leased in the year 1952 to Air India Limited, which constructed the colony. He submits that in the year 1972, the lands were acquired by Airport Authority of India and the lease of Air India Limited continued. He submits that in 1994, the Airports Authority of India Act was enacted and OMDA between AAI and Applicant executed in the year 2006 leased certain properties to Applicant which did not include the housing colony lands by pointing out to the various clauses of the Lease deed dated 26th April, 2006 and supplementary lease deed dated 21st December, 2011. He would submit that on 29th September 2021, the Cabinet Committee was set up for privatization of Air India and on 20th January 2022, the privatization of Air India Limited was completed. He submits that AIAHCL is formed by the Central Government and the colonies are owned by AIAHCL, who stepped in the shoes of Air India Ltd as landlord of the Appellant.

10. He would submit that the proceedings before the Eviction officer must fail for non joinder of necessary party as Air India Ltd, AIESL, AIATSL and AIAHCL have not been impleaded. He submits that as the Respondent No.1 being still in employment of their services, the staff quarters are allotted as condition of service. He submits that the leave and license agreements have not yet been terminated as per law and in any event, the Respondent No 1 could be evicted only by their employer as the accommodation is allotted as part of their service condition.

11. On applicability of AAI Act, he submits that the premises are not airport premises as it does not fall under category of Section 28A(a)(i) of AAI Act. He submits that the land was leased by AAI to Air India and Indian Airlines and the buildings were built by them and hence the housing accommodations belongs to Air India Ltd, which upon disinvestment stood transferred to AIAHCL, which is Government Company and the letter dated 29th September, 2021 speaks of monetization of the same. He submits that as Air India continued to pay the lease rent it is evident that the housing colony lands were never leased to Applicant and therefore were put up for monetization.

12. He draws attention of this Court to the observation of Hon'ble Division Bench of this Court in Writ Petition (L) No. 34307/2022, that the housing colony lands and buildings are now owned by AIAHCL. He submits that the documents produced by Applicant only authenticate the transfer of land by AAI and not the buildings of the colonies.

13. He submits that the premises were allotted to Respondent No 1 as condition of service under the housing allotment rules upon execution of leave and license agreement which has not been terminated. He submits that the issue of right to retain quarters being sub-judice before the Hon'ble Apex Court, the Eviction Officer ought to have stayed its hands.

14. He would draw attention of this Court to the communication dated 7th October 2021, issued by Air India Limited which makes a reference to the PPE Act, in event the premises are not vacated. He has further taken this Court to the observations made in the Orders passed by the Hon'ble Division Bench of this Court, which makes specific reference to the PPE Act. He submits that as AIAHCL is the owner of the structures, it is the PPE Act which applies. He submits that before the Hon'ble Apex Court, the Ministry of Labour and Employment had filed an affidavit dated 8th November 2023 which refers to PPE Act.

15. He would assail the claim of Applicant by contending that no reliance can be placed on HOTO note dated 12th January 2024, handing over all rights of AIAHCL in the buildings and structures to Applicant as the transfer was by way of unregistered unstamped agreement. He submits that in any event said note was subsequent to the issuance of show cause notice by the Eviction Officer.

16. Mr. Desai would submit that Applicant did not lead any evidence and did not prove the documents in accordance with law. He would submit that by reason of disinvestment, the employees cannot be made to suffer and their service conditions unilaterally changed illegally. In support he would rely on the following decisions:

(i) Deepak Agro Foods vs State of Rajasthan[1]

(ii) Sneh Lata Goel vs Pushplata[2]

17. *Per contra*, Mr. Nankani learned Senior Advocate appearing for the Applicant would submit that Respondent No 1 was allotted the subject airport premises as housing accommodation under the housing allotment rules, which was by way of license and did not confer any interest by way of lease or tenancy. Drawing attention to the leave and license agreement executed by the Respondent No 1, he submits that Respondent No 1's position as licensee stands affirmed. He would further submit that out of 1683 flats located in approximately 106 structures constructed thereon only 216 flats remained occupied, and

1 (2008) 7 SCC 748.
2 (2019) 3 SCC 594.

20 vacant buildings have already been demolished.

18. He submits that there is no privity of contract between the Respondent No 1 and Applicant or Airport Authority of India. He submits that the withdrawal of housing accommodation facility is evident from the order of 5th February, 2024 passed in Appeal from Order (L) No.2748 of 2024 which records the submission of Air India Ltd that employees who have vacated the flats have been given benefits including HRA, reimbursement of moving expenses, hotel expense etc. He submits that the termination of license stands affirmed by reason of the decision of AISAM dated 9th August, 2021 granting time of six months to employees, letter dated 29th September, 2021 communicating the decision to Air India Ltd and letters dated 7th October, 2021, 23rd May, 2022 and 26th December, 2022 addressed by Air India Ltd to their employees directing them to vacate their premises. He submits that pursuant thereto undertaking was given that premises will be vacated. He submits that deduction of any amount from the employees is irrelevant and cannot mean that the license continues. He submits that upon disinvestment the housing colony were not transferred to Air India Ltd and the employees are unauthorised occupants as the building no longer belongs to their employer.

19. He submits that by virtue of OMDA, Applicant has been granted exclusive right and authority to undertake certain functions in relation to Mumbai airport. He submits that Airport Authority of India is 26% shareholder in Applicant. He submits that under the Lease Deed and supplementary Lease Deed executed between Applicant and AAI, the housing colony lands alongwith buildings, construction or immovable assets were leased to Applicant and Annexure C to the supplementary lease deed makes specific reference to land bearing CTS Nos.7717, 7718 and 7726 on which housing colony lands are situated. He would submit that property cards are accordingly updated showing the Applicant as lessee.

20. He submits that the orders where a reference is made of PPE Act, is not the submission of Applicant and there cannot be any estoppel against law. He submits that Applicant was a party only in Writ Petition (L) Nos. 19001 of 2022 and 19171 of 2022.

21. He would further submit that employees did not have the authority to challenge HOTO as they are not executant of the said documents. He submits that AIAHCL was party to the Civil Court proceedings and had supported the order of eviction. He submits that the premises being Airport premises, the Eviction Officer appointed under the Airport Authority Act was entitled to issue the show-cause notice. He has taken this Court through the orders passed by Madras High Court and Bombay High Court to contend that the employees were given time till 24th September, 2022 to vacate, which time was not extended and subsequently eviction proceedings were commenced in or around September, 2023.

22. He would further submit that the pending challenge to the withdrawal of service condition in the Hon'ble Apex Court is not relevant as the Hon'ble Apex Court by order dated 16th February 2024, expressly permitted the eviction proceedings to continue. He would submit that the Applicant is not legally obliged to provide housing accommodation to the Respondent No.1. He further submits that the housing accommodation will have to be provided in flats that the employer has a right to license and post privatization, Air India Limited has ceased to pay any compensation for housing colony lands. He submits that even if the SLP is decided in favour of the Appellant, it is the employer who will have to honour the service conditions.

23. On the aspect of jurisdiction, Mr. Nankani would submit that the housing colony lands and structures thereon are "airport premises" within the meaning of Section 28-A(a) of AAI Act and premises is defined under Section 28-A(c) to mean any land or building or part of a building. He submits that procedure for eviction under Section 28-C of AAI Act may be adopted *suo moto* or at the instance of any party and as long as the subject flats are found to constitute 'airport premises' and employees are found to be unauthorised occupants, it is irrelevant who has initiated the proceedings before the eviction officer. He submits that in any event no prejudice has been demonstrated by reason of initiation of eviction proceedings under AAI Act.

24. He submits that AAI is the owner and Applicant is the lessee and pursuant to execution of HOTO note, AIAHCL has no remaining interest even in the structures situated on the housing colony lands. He submits that even if it is accepted that the ownership of the buildings is transferred to AIAHCL same is immaterial as Respondent No.1 is unauthorised occupant, as per the notice. He submits that as AIAHCL, Air India, AIESL or AIATSL have no right or interest whatsoever in the structures/buildings, they are not necessary or proper party. In support he relies upon the following decisions:

(i) Jagmittar Sain Bhagat v. Director Health Services, Haryana[3]

(ii) Allahabad Bank vs Canara Bank[4]

25. In rejoinder, Mr. Mihir Desai, would submit that in the order dated 13th March 2023, passed in Writ Petition(L) No.34307 of 2022, the Hon'ble Division Bench has specifically noted that the land and buildings on which the residential accommodations are located is the property of AIAHCL. He submits that if the property belongs to AIAHCL, Applicant or AAI could not have initiated proceedings for eviction. He submits that the land belongs to Air India Limited and the structure is transferred to

3 (2013) 10 SCC 136.
4 (2000) 4 SCC 406.

AIAHCL, which is a Central Government Authority and therefore only PPE Act would apply. He submits that as the ownership was transferred to AIAHCL, there is no termination of Leave and License. He submits that the license fees are continued to be deducted from the salaries of the employees.

REASONS AND ANALYSIS:

26. The points which would arise for consideration are broadly summarised as under :

1.	Whether upon execution of OMDA on 4th April, 2006, the housing colony lands and the super structures constructed thereon were demised by Airports Authority of India in favour of Applicant under the Lease Deed dated 26th April, 2006 and Supplemental Lease deed dated 21st December, 2011?
2.	Whether upon dis-investment of Air India Limited, the housing colony lands and/or the super structure stand transferred to AIAHCL?
3.	Whether the residential accommodation constitutes Airport premises giving jurisdiction to the Eviction Officer under the AAI Act and not the Estate Officer under PPE Act?
4.	Whether the license granted by Air India Limited to the employees in respect of the housing accommodation has been terminated by Air India Limited ?
5.	Whether the action of eviction could be initiated only at the instance of Air India/AIESEL and not by Applicant or Airports Authority of India?
6.	Whether AIAHCL, Air India Limited/ AIESL/ AIATSL are necessary parties to the proceedings?
7.	Whether Respondent No.1-employees are unauthorised occupants of the airport premises?

27. The first two issues as to the transfer of lease hold rights in the land and super structures constructed thereon to Applicant or AIAHCL entails examination of OMDA, the lease deed/supplemental lease deed executed by AAI in favour of Applicant and the position post disinvestment *qua* the super structures constructed on the leased lands.

DEEDS EXECUTED BY AIRPORT AUTHORITY OF INDIA IN FAVOUR OF APPLICANT:

28. On 4th April, 2006, Applicant and Airport Authority of India, an authority constituted under Section 3 of AAI Act executed an Operation, Management and Development Agreement (OMDA). The agreement vested in the Applicant *inter alia* the exclusive right and authority to undertake some of the functions of Airport Authority of India being the function of operation, maintenance, development, design, construction, upgradation, modernisation, finance and management etc of the Mumbai Airport. Upon such authorisation, it was permissible for AAI under Section 12-A of the AAI Act to execute lease of the airport premises including building and structures thereto and appertaining thereto. The right conferred by the statutory provisions finds its presence in OMDA, Lease Deed and Supplemental Lease Deed. Clause 2.6.1 of OMDA reads as under:

> "2.6.1 In consideration of the Lease Rent, this Agreement and the covenants and warranties on the part of the JVC herein, the AAI, in accordance with the AAI Act and the terms and conditions set forth herein, hereby, agrees to demise to the JVC under the Lease Deed, commencing from the Effective Date, all the land (along with any buildings, constructions or immovable assets, if any, thereon) which is described, delineated and shown in the Schedule 25 hereto, other than (i) any lands (along with any buildings, constructions or immovable assets, if any, 2.6.1 In consideration of the Lease Rent, this Agreement and the covenants and warranties on the part of the JVC herein, the AAI, in accordance with the AAI Act and the terms and conditions set forth herein, hereby, agrees to demise to the JVC under the Lease Deed, commencing from the Effective Date, all the land (along with any buildings, constructions or immovable assets, if any, thereon) which is described, delineated and shown in the Schedule 25 hereto, other than (i) any lands (along with any buildings, constructions or immovable assets, if any, thereon) granted to any third party under any Existing Lease(s) constituting the Airport on the date hereof; and (ii) any and all of the Carved Out Assets and the underlying land together with any buildings, constructions or immovable assets thereon, on an "as is where is basis" together with all Encumbrances thereto, (hereinafter "Demised Premises") to hold the said Demised Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Demised Premises, hereditaments or premises or any part thereof belonging to or in anyway appurtenant thereto or enjoyed therewith, for the duration of the term hereof for the purposes permitted under this Agreement.

29. Clause 2.6.1 granted lease of the lands described, delineated and shown in Schedule 25, which Schedule was a map demarcating demised premises. Except the land alongwith any buildings etc granted to any third party under any existing lease constituting the Airport and the carved out assets the leasehold rights in other lands were transferred to Applicant. The expression "existing leases" was defined in the definition Clause 1.1. to mean the valid and subsisting leases for any portion of the Airport entered between AAI and various third parties, detailed in Schedule 28. Perusal of Schedule 28 of OMDA discloses that certain lands were allotted to Air India and Indian Airlines for purpose of construction of housing accommodation.

30. The position post determination of existing lease is set out in Clause 2.1.2 and Clause 2.1.3 of the Lease Deed dated 26th April, 2006 which reads as under :

> "2.1.2 It is understood and expressly agreed between the Parties that on the expiry or early termination of the Existing Leases, any land (along with any buildings, constructions or movable assets, if any, thereon) under such Existing Leases together with all and singular rights, liberties, privileges, easements, rights of access, benefits and appurtenances whatsoever to the said Existing Leases, hereditaments or premises or any part thereof belonging to or in anyway appurtenant thereto or enjoyed therewith, shall, from the date of expiry or early termination of the Existing Leases, form an integral part of the Demised Premises herein and the Lessee shall enjoy a leasehold interest over the same on the same terms and conditions as set out herein for the remainder of Term of this Lease Deed.
>
> 2.1.3 With respect to land underlying the Carved Out Assets, the Parties further agree that if, at any time during the Term, the Lessee requires the said land for providing any Aeronautical Services or developing and/or constructing any Aeronautical Assets, the Parties shall come together to negotiate in good faith the terms and conditions on which the Lessor shall lease to the Lessee, and the Lessee shall take on lease from the Lessor, the said land."

31. As per the above clauses, the consequence of determination of existing lease is demise of the said lands to the Applicant. As the leased properties were not described in detail with villages and City Survey numbers, supplemental lease deed dated 21st December 2011, came to be executed annexing the master plan showing the total demised land, carved out assets etc alongwith village wise summary of demised land, a detailed list of the city survey numbers alongwith the respective land areas in respect of demised land. Clause 2.1 of the Supplemental Lease Deed refers to the Master plan annexed showing the total demised land out of total lands vested with Lessor at the Chhatrapati Shivaji International Airport. Clause 2.2 refers to village wise summary of the demised land in favour of the Lessee under the Lease Deed annexed as Annexure "B" and Clause 2.3 refers to a detailed list of all the city survey numbers as available from the records of the Maharashtra State Revenue & City Survey Department alongwith the areas of all the demised land in favour of the Lessee under the said Lease Deed annexed as Annexure "C".

32. Schedule 28 of OMDA makes it clear that the lease in favour of Air India and Indian Airlines was in existence at the time of execution of OMDA and under the agreements, upon expiry or early termination of the existing lease, the land alongwith building and constructions would form an integral part of demised premises. The pre-disinvestment position discerned is that the housing colony lands formed subject matter of existing lease and post-disinvestment the lease hold rights in those lands along with the buildings and constructions thereon stood transferred to the Applicant.

PROCESS OF DISINVESTMENT OF AIR INDIA LTD:

33. Air India Limited was incorporated as a Government Company under the Companies Act 1956 and Air India Engineering Services Limited (AIESL) and Air India Airport Services Limited (AIASL) were incorporated as fully owned subsidiaries of AIL for handling its engineering and ground handling department.

34. The Government of India granted in principle approval for strategical disinvestment of Air India Ltd. The order of Madras High Court dealing with the challenge to the disinvestment records that in January, 2020 the Government of India decided to disinvest its 100% stake in Air India Ltd and in October, 2021 one Talace Pvt Ltd emerged as successful bidder and share purchase agreement was executed. The housing accommodation is stated to be not part of the transfer to Talace Pvt Ltd but was transferred to Special Purpose Vehicle-AIAHCL.

35. The Government through the Cabinet Committee empowered Air India Specific Alternative Mechanism Committee (AISAM) for sale of 100% equity shareholding of Government of India in Air India Limited. Privatization of Air India Limited happened in the year 2022.

OWNERSHIP OF SUPER STRUCTURE CONSTRUCTED BY AIR INDIA ON LEASED LANDS:

36. The focal point is the ownership of the housing colonies which will decide the applicability of the relevant Act and consequently jurisdiction. About the lands on which the housing colonies are constructed, there is no scope for debate that the lands are owned by AAI. Though the lease agreements between Applicant and AAI provide for the lands along with buildings and constructions thereon to form integral part of demised lands upon determination of existing lease, the residential accommodation is stated to have been transferred to AIAHCL. Emphasis is placed on judicial orders of the Madras High Court and Bombay High Court to drive home the point that the housing colonies constructed by Air India Ltd stood transferred to AIAHCL. The Madras High Court was considering a challenge to the dis-investment process seeking to protect the terms and conditions and rights of the employees of Air India Ltd. While setting out the facts and circumstances giving rise to the filing of the Petition, the Madras High Court noted that in process of disinvestment, in September, 2021, the Government issued an order notifying the transfer of capital assets of Air India Ltd to AIAHCL for sale of its stake in Air India and the housing accommodation belonging to Air India is stated to be not part of the transfer to Talace Pvt Ltd. The order records the submissions made on behalf of Government of India that the housing colonies will not be transferred to Talace Pvt Ltd but will be transferred to a Special Purpose Vehicle i.e. AIAHCL.

37. Similarly, the Bombay High Court in its order dated 13th March, 2023 passed in Writ Petition (L) No 34307 of 2022 alongwith connected Writ Petition noted that the facts were that with a view to monetize the assets of Air India Ltd, all the lands and properties were vested in newly formed company Air India Asset Holding Limited and thus the lands and buildings in which the residential accommodations are situated became the property in ownership of AIAHCL.

38. In these petitions, the Applicant was not impleaded as party and upon reading of the decisions, it is evident that the issue of ownership of housing colony lands or the structures thereon was not under consideration. The decision has to be read in the context of the issue involved and the submissions canvassed before the Hon'ble Court were directed towards the challenge maintained by the employees seeking to protect its housing accommodation as a condition of service and seeking reference for industrial adjudication. A judgment is an authority only for what it decides and the essence of a decision is its ratio and not every observation made therein. The orders of Bombay High Court and Madras High Court cannot be said to have concluded the issue of ownership of the housing colonies.

39. The transactions as embodied in various documents have to be considered cumulatively to examine the transfer of the housing colonies to AIAHCL in the backdrop of legal provisions. Though not stated in so many words, what is propounded by Mr. Desai is the concept of dual ownership as the structures were constructed by Air India Ltd on leased lands. As far as the subject lands are concerned, the position is settled from the material on record that the housing colony lands were earlier leased to Air India Ltd and upon disinvestment formed part of demised land to the Applicant. There is no material which can persuade the Court to hold that the lease hold rights in the subject lands continued in favour of Air India Ltd or the new entity. The contention that the lease rent is continued to be paid by Air India Ltd is not demonstrated from the evidence on record.

40. Ignoring for the moment, the clauses in the lease deed and supplemental deed which demised the land alongwith the buildings standing thereon in favour of Applicant, let us examine the concept of dual ownership which takes us to Section 108 of Transfer of Property Act, 1882 which governs the rights and liabilities of the lessor and lessee and provides for them in absence of a contract or local usage to the contrary and relevant for our purpose is clause (h) which provides as under:

> "(h) the lessee may even after the determination of the lease remove, at any time whilst he is in possession of the property leased and not afterwards all things which he has attached to the earth; provided he leaves the property in the state in which he received it"

41. The legal position has been settled by the Hon'ble Apex Court in

Dr. K.A. Dhairyawan v. J.R Thakur[5] recognizing the concept of dual ownership and it was held that Section 108 does not prohibit the lessees from contracting to hand over the building erected on the land by them to the lessors without receiving any compensation. The Hon'ble Apex Court in facts of that case held that although under Section 108 of Transfer of Property Act, 1882, the lessee had the right to remove the building, by contract, they had agreed to hand over the same to the lessors without the right to receive compensation at the end of the lease, the matter being entirely one of contract between the parties and such a contract, however, did not transfer the ownership in the building to the lessors while the lease subsisted. During subsistence of lease, the lessors would not have any right in the buildings. The lease between Air India Ltd and AAI is not on record to ascertain the agreement between the parties as regards the buildings. What is relevant is the position post determination of lease. Upon determination, the lessee while it is in possession is entitled to remove the building. If the contract provides for the same, the lessee may be entitled to compensation. At the highest, the lessee is entitled to compensation.

42. The legal entitlement upon disinvestment of Air India Ltd and transfer of its assets to AIAHCL, as far as housing colonies are

5 1958 AIR 789.

concerned would be issue of compensation dependent on the terms of the lease deed executed between AAI and Air India Ltd. The structures constructed on the leased lands is not an asset of either Air India Ltd or AIAHCL. The reference to monetisation of the property referred to in the communication dated 29th September, 2021 addressed by the Government of India to Air India Ltd would necessarily mean an entitlement for compensation.

43. The handing over of possession of the housing colonies to the Applicant is in consonance with the statutory provisions and would not require the possession to be recorded in a registered stamped agreement. In any event, there cannot be any challenge to HOTO in these proceedings at the behest of the Respondent No. 1. Whether the HOTO was unregistered, unstamped and executed after the eviction proceedings is irrelevant in light of the view taken that the structures stood yielded to lessor.

WHETHER THE RESIDENTIAL ACCOMMODATION CONSTITUTES AIRPORT PREMISES AND APPLICABILITY OF AAI ACT :

44. Section 28-A(a) of AAI Act defines "airport premises" as under:

> "(a) "airport premises" means any premises-
> (i) belonging to airport;
> (ii) taken on lease for the purposes of airport;
> (iii) acquired for the Authority under the provisions of the Land Acquisition Act, 1894 (1 of 1894) or any other corresponding law for the time being in force.
>
> *Explanation-* For the removal of doubts, it is hereby declared that for the purposes of this clause, "airport" includes private airport."

45. It would also be relevant to consider Section 28-A(c) which defines "premises" as under:

> "(c) "premises" means any land or building or part of a building, and includes-
>
> (i) the garden, grounds and outhouses, if any, appertaining to such building or part of a building; and
>
> (ii) any fittings affixed to such building or part of a building for more beneficial enjoyment thereof."

46. The PPE Act defines "public premises" under Section 2(e) as under:

> "(e) "public premises" means—
>
> (1) any premises belonging to, or taken on lease or requisitioned by, or on behalf of the Central Government, and includes any such premises which have been placed by that Government, whether before or after the commencement of the Public Premises (Eviction of Unauthorised Occupants) Amendment Act, 1980 (61 of 1980) under the control of the Secretariat of either House of Parliament for providing residential accommodation to any member of the staff of that Secretariat;
>
> (2) any premises belonging to, or taken on lease by, or on behalf of,—
>
> (i) any company as defined in section 3 of the [the Companies Act, 2013 (18 of 2013)], in which not less than fifty-one per cent. of the paid-up share capital is held by the Central Government or any company which is a subsidiary (within the meaning of that Act) of the first-mentioned company;
>
> (ii) any corporation (not being a company as defined in section 3 of the the Companies Act, 2013 (18 of 2013), or a local authority) established by or under a Central Act and owned or controlled by the Central Government;
>
> (iii) any company as defined in clause (20) of section 2 of the Companies Act, 2013 (18 of 2013) in which not less than fifty-one per cent. of the paid up capital is held partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary (within the meaning of that Act) of the first-mentioned company and which carries on the business of public transport including metro railway.
>
> Explanation ……………………..."

47. Mr. Desai does not contend that housing colony lands are not airport premises and he seeks to create a distinction between the residential buildings and the subject lands to say that the buildings are not airport premises. This submission is premised on the reasoning that the buildings being constructed by Air India Ltd are owned by Air India Ltd and transferred to AIAHCL and therefore not airport premises. The submission lacks merit as the statutory provisions of Section 28-A (c) widely define premises to include land or building or part of building. As the lands leased to Air India Ltd constitutes airport premises, the buildings cannot be divorced from the leased lands to constitute public premises by applying concept of dual ownership post disinvestment. The submission must also fail for the reason discussed above, that upon disinvestment, the buildings must yield to lessor and the only issue is of compensation, whether payable or not depending on the contract.

48. Once the residential accommodations are held to be airport premises, it is the AAI Act which would be applicable and not PPE Act. AAI Act is a special legislation and by amendment of 2003, Chapter V-A was inserted with the stated object of providing for appointment of eviction officers and tribunal to obviate the menace of large scale encroachment and unlawful occupation of airport premises.

49. The applicability of PPE Act is canvassed by Mr. Desai on two grounds, firstly, that in course of disinvestment, the residential buildings are stated to have vested in AIAHCL and, secondly, various orders record that action would be taken under the PPE Act. The aspect of the structures vesting in AIAHCL has already been dealt with hereinbefore and the execution by AIAHCL of HOTO note weakens the defence of AIAHCL being the owner of the premises. On one hand the employees dispute the ownership of Applicant in the structures and on the other hand claim that by virtue of HOTO note Applicant has become the employee’s landlord, which pleas cannot stand together.

50. In so far as the observations in the judicial orders are concerned, it is well settled that jurisdiction cannot be conferred and there cannot be estoppel against statute. The reference in the various orders to PPE Act was in the context of observing that necessary action will have to be taken for eviction of the unauthorised occupants. A reading of the said decisions does not indicate that issue of the applicability of AAI Act or PPE Act to the residential accommodation was in consideration. It is also pertinent to note that apart from the Writ Petition (L) No 19001 of 2022, Applicant was not party to any subsequent Petitions. In Writ Petition (L) No 19001 of 2022, by order dated 25th August, 2022 the Hon’ble Division Bench gave time till 24th September, 2022 to vacate the premises failing which action in terms of PPE Act together with such other action as is available in law to be taken against the employees.

51. The submission of applicability of PPE Act is also founded on the

Air India Housing Allotment Rules, which makes reference to PPE Act. The said Rules would obviously apply during the subsistence of lease in favour of Air India Limited and where the property continues to vest in Air India Limited with the occupants continuing as employees of Air India Limited. Reliance on the said Rules is misplaced when post dis-investment, the right of Air India Ltd to the housing colony lands/ structures stands extinguished.

52. Despite lengthy arguments on applicability of PPE Act, there is no real prejudice demonstrated by reason of the eviction proceedings being instituted under the AAI Act. Both the legislations deal with the eviction of unauthorised occupants and statutory provisions are *pari materia* commencing with the issuance of show cause notice to the unauthorised occupants.

WHETHER THE LICENSE IN FAVOUR OF RESPONDENT NO.1 STAND TERMINATED :

53. In accordance with the Air India Housing Allotment Rules, 2017, several employees of the Air India Limited and subsidiary companies were allotted residential accommodation. The Respondent No 1 do not dispute the position that under the Air India Housing Allotment Rules, 2017, the allotment of the residential accommodation was by way of leave and license.

54. A decision was taken by Air India Specific Alternative Mechanism, to permit all employees of Air India Limited and the subsidiary companies to occupy the residential accommodation for a period of 6 months post disinvestment or till the property was monetized, whichever is earlier, which was conveyed to Air India Ltd by letter dated 29th September 2021. Subsequently, notices were issued to the employees on 7th/8th October, 2021 calling upon them to vacate the company accommodation. The employees upon receipt of communication executed an undertaking to vacate the accommodation within the prescribed time frame. Again on 23rd May, 2022 and 26th December, 2022 reminder notices were served by Air India.

55. The withdrawal of the housing accommodation facility by Air India Ltd needs no reinforcement. In the face of various communications calling upon the employees to vacate the residential accommodation, it is no longer open for the Respondent No 1 to contend that there is no termination of license. The fact that Air India Ltd itself stood divested of any right in the residential accommodation, there would be no right left in the employee to continue in the residential accommodation.

56. The fact that communications dated 7/8th October, 2021 and 26/27th May, 2022 came to be challenged by filing Writ Petitions (L) Nos.19001/2022, 19171/2022 and 20338/2022 alleging that the action of eviction amounts to withdrawing of service condition constitutes an admission that license stood terminated by the communications. The

Madras High Court after an exhaustive clarification on each issue involved, in paragraph 72 noted the submission of Government of India that only a fraction of the employees were in accommodation and majority of the employees in lieu of colony accommodation had been compensated with admissible HRA. The Madras High Court held that as far as housing is concerned, once the employees are entitled to HRA in view of housing accommodation, the employees cannot raise the issue as a grievance calling for interference of the Court. The observations by Madras High Court is an answer to submission of Mr. Desai that by reason of denial of HRA and deduction of license fees, the leave and license agreement is subsisting. The deduction of license fees is immaterial as no right in the residential accommodation remained with Air India Ltd.

INITIATION OF EVICTION PROCESS BY APPLICANT:

57. The provisions of Chapter V-A of the AAI Act do not provide for any specific authority or entity to file an application before Eviction Officer for removal of unauthorised occupant. The only requirement of said Chapter is that premises must constitute “airport premises” and the occupant must be an unauthorised occupant. Section 28-C of AAI Act provides for issuance of show-cause notice by Eviction Officer to the unauthorised occupant.

58. Section 28-C of the AAI Act reads as under :

> "**28C. Issue of notice to show cause against order of eviction.—**(1) If the eviction officer is of the opinion that any persons are in unauthorised occupation of any airport premises and that they should be evicted, the eviction officer shall, in the manner hereinafter provided, issue a notice in writing calling upon all persons concerned to show cause why an order of eviction should not be made.
>
> (2) The notice shall—
> (a) specify the grounds on which the order of eviction is proposed to be made; and
> (b) require all persons concerned, that is to say, all persons who are or may be, in occupation of, or claim interest in, the airport premises—
> (i) to show cause, if any, against the proposed order on or before such date as is specified in the notice, being a date not earlier than seven days from the date of issue thereof, and
> (ii) to appear before the eviction officer on the date specified in the notice along with the evidence which they intend to produce in support of the cause shown and also for personal hearing, if such hearing is desired.
>
> (3) The eviction officer shall cause the notice to be served by having it affixed on the outer door or some other conspicuous part of the airport premises and in such other manner as may be prescribed, whereupon the notice shall be deemed to have been duly given to the persons concerned.
>
> (4) Where the eviction officer knows or has reasons to believe that any person is in occupation of the airport premises, then, without prejudice to the provisions of sub-section (3), he shall cause a copy of the notice to be served on every such person by post or by delivering or tendering it to that person or in such other manner as may be prescribed."

59. The statutory scheme of Section 28-C of AAI Act requires two fold satisfaction to be reached by Eviction Officer. Firstly, that the occupant is in unauthorized occupation and that he is required to be evicted consequent to which the notice is issued by Eviction Officer proposing eviction. The burden is upon the noticee to show why the proposed action of eviction should not be initiated. It is also relevant to note

Section 12 of AAI Act, which provides that one of the functions of the authority is to take all steps which may be necessary for the exercise of any power or discharge of any function imposed by this Act. Under Section 12-A of the AAI Act when the functions of the authority have been assigned to Applicant, under Section 12-A(4) of the AAI Act the lessee has all the powers of authority necessary for the purpose of performance of such functions in terms of the lease. Thus, Applicant stepped into the shoes of AAI and could have initiated the eviction proceedings provided the premises constitute airport premises and the occupants were unauthorised occupants. Pertinently, AAI was also party respondent to the proceeding and supported the eviction proceedings.

60. In the written note of submission, it is submitted by the Respondent No 1 that even if the premises are airport premises, the power to evict would be with Air India Authority and that Air India or AIAHCL on its own cannot take recourse to Section 28-A. That answers the contention of of Mr. Desai that Air India/AIHCL/AIESL are necessary parties to the proceedings. Once it is held that the subject premises are airport premises, there is no necessity for adding Air India/ AIESL/ AIATSL. As far as AIAHCL is concerned, the Respondent No 1 does not claim through AIAHCL and therefore it is not a necessary party.

UNAUTHORISED OCCUPANCY OF AIRPORT PREMISES:

61. Out of 1683 flats located in 106 buildings, 216 flats remain occupied. Section 28-A(f) of AAI Act defines "unauthorised occupation" as follows:

> "(f) "unauthorised occupation" in relation to any airport premises, means the occupation by any person of the airport premises without authority for such occupation and includes the continuance in occupation by any person of the airport premises after the authority(whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever."

62. The right of Respondent No 1 to reside in the housing colonies flowed by reason of the allotment by Air India Ltd by executing the license agreements. The authority under which the employees were occupying the residential premises having been determined, the occupation of Respondent No 1 becomes unauthorised occupation. Upon disinvestment, no right remained in Respondent No 1 to continue to occupy the residential accommodation.

63. AISAM's decision clearly called upon the employees to vacate the premises withdrawing the housing allotment. The termination of the right to occupy the residential premises also stands concluded by the order passed by 25th August, 2022 passed in Writ Petition (L) No 19001 of 2022 and other connected petitions. Vide the said order, the employees were directed to vacate the premises by 24th September, 2022. The Bombay High Court order was taken to the Hon'ble Apex Court and while passing the interlocutory order dated 16th February, 2024, the Hon’ble Apex Court did not interfere with the eviction proceedings with the caveat that even if the orders of eviction are passed, the same shall not be implemented for a period of one month.

64. The order of Eviction Officer discloses that the defence of the employees to remain in occupation was (a) The leave and license agreements have not been terminated, (b) The Applicant having acquired rights in the structures in view of HOTO note, the Applicant are employee’s landlord (c) the pendency of the proceedings before the Hon’ble Apex Court. None of these defences have been accepted by the Eviction Officer and rightly so. The termination of the leave and license agreement has been demonstrated by several vacation notices issued to the employees. Even if the transfer of non-core assets to AIAHCL is accepted, the same cannot assist the case of employees as there is no privity of contract between the Respondent No 1 and AIAHCL. The right to claim housing accommodation can be enforced only against the employers. The pendency of the proceedings in the Hon’ble Apex Court, cannot be a ground to stay the eviction proceedings, especially when the Hon’ble Apex Court did not interfere with the institution of eviction proceedings. Whether the housing accommodation facility could be withdrawn being an essential condition of service does not arise for consideration in the eviction proceedings and even if Respondent No 1 succeeds before the Hon’ble Apex Court, the employees cannot claim a higher right than its employers in the housing accommodations.

65. By order of 25th August 2022, passed by Bombay High Court in the Petitions impugning the eviction orders issued to the employees, Hon'ble Division Bench has directed that till 24th September 2022 but not beyond, the members of Petitioners are permitted to occupy their respective allotted accommodations and action may be taken in accordance with law against the employees who fail to vacate accommodation provided to them by Air India Limited. Having failed to vacate by 24th September, 2022, the employees became unauthorised occupants of the housing colonies for which appropriate action was taken under AAI Act. The employees are claiming right to the residential accommodation under the Air India Housing Allotment Rules, which were considered by Hon'ble Division Bench of this Court and by order of 13th March 2023, this Court while considering the issue whether the "housing" is a term of employment of members of Petitioner-union therein, held that Rules make it apparent that allottee of accommodation will be merely licensee and Rules do not confer or create any right in the employees for allotment of accommodation. It further held that Companies have absolute right under the leave and license agreement to determine the same at any time without assigning any reason. Therefore, no assistance can be drawn from the Rules which are framed for allotment of residential accommodation to the employees. It is also not disputed that for the purpose of allotment of accommodation, employees had entered into leave and licence agreement and had also executed undertaking for vacating Company accommodation. There is no semblance of right shown by the Respondent No.1 to continue to occupy the residential premises.

66. The submission that there is no evidence led by Applicant and only documents were produced does not deserve acceptance as the impugned eviction order records that all the documents produced by Applicant are either certified copies of public documents or original documents. The documents were taken on record and marked as exhibits. The order does not indicate that any objection was taken to the documents being marked as exhibits on the ground of mode of proof. No objection to the admissibility of evidence on the basis of mode of proof can be permitted to be taken at the Appellate stage.

CONCLUSION:

67. In light of the above discussion, this Court has arrived at the following findings:

(a) The lands on which the housing colonies are located are owned by Airport Authority of India and constitute airport premises under Section 28-A of AAI Act.

(b) The lease hold rights in the housing colony lands stand transferred to Mumbai International Airport Ltd upon disinvestment of Air India Ltd. As the housing colonies constructed on the airport land yield to the lessor on disinvestment, the same constitutes airport premises. In any event AIAHCL has handed over the possession of the housing colonies to Mumbai International Airports Ltd.

(c) The housing accommodation facility advanced by Air India Ltd to its employees stood withdrawn and leave and license stood terminated and time was given by the Hon'ble Division Bench to vacate the premises by 24th September, 2022.

(d) No right in the housing colonies lands or the housing colonies remained with Air India Ltd upon disinvestment and no such right can be claimed by its employees.

(e) As the subject lands and housing colonies constitute airport premises and are required for purpose of airport, it is the AAI Act which will be applicable and not PPE Act.

68. The Appeals are therefore without merit and stand dismissed. Interim Applications, if any, do not survive for consideration and stand disposed of.

[Sharmila U. Deshmukh, J.]

69. At this stage, request is made by learned Counsel appearing for the Appellants for stay of the judgment for a period of six weeks. The judgment is stayed for a period of six weeks.

[Sharmila U. Deshmukh, J.]