

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2337 OF 2023

Jay Steel Rolling and Engineering Works
Through its Sole Proprietor
Mr. Amit Lokendra Jain
Having its registered office at,
factory Plot No. B-4,
Wagle Industrial Estate,
Thane (West), Thane-400 604

...Petitioner(s)

Versus

Maharashtra Industrial Development Corporation
(A Government of Maharashtra Undertaking),
through The Collector & Regional Officer,
MIDC, Thane Region-1, Office Complex Building,
1st Floor, near Wagle Estate Octroi Check naka,
Thane-400 604.

...Respondent(s)

Mr. Mutahhar Khan a/w Mr. Medhavin Bhatt a/w Ms. Manashvi Shah i/b M/s MV
Law Partners, Advocates for the Petitioner.

Adv. V.R. Raje, AGP for the Respondent-State

Adv. Shyamali Gadre i/b Little and Company, for Respondent-MIDC.

CORAM: AARTI SATHE, J.

RESERVED ON: 23rd SEPTEMBER, 2026
PRONOUNCED ON: 01st OCTOBER, 2026

JUDGMENT (Per : Aarti Sathe, J.):-

1. Rule. Rule made returnable forthwith. By consent of the parties, taken up for final hearing.
2. This Petition has been filed under Article 227 of the Constitution of India praying for the following substantive reliefs: -

- (a) This Hon'ble Court be pleased to quash and set aside the impugned

Judgment and Order dt. 06/02/2020 passed by Ld. Principal District Judge, Thane in Regular Civil Appeal No. 19 of 2020 U/s. 7 of the Bombay Govt. Premises (Eviction) Act, 1955.

(b) This Hon'ble Court be pleased to quash and set aside the Eviction Notice dt 19th March, 2019 U/s. 4(2) and subsequent Eviction Order dt. 11th December, 2019 U/s. 4 of the Bombay Govt. Premises (Eviction) Act, 1955, issued by the Respondent MIDC, with respect to the Suit premises;

(c) Pending the hearing and final Disposal of the present Writ Petition, the effect, operation and implementation of the impugned Judgment and Order dt. 06/02/2020 passed by Ld. Principal District Judge, Thane in Regular Civil Appeal No. 19 of 2020 and impugned Eviction Order dt. 11th December, 2019 issued under Section 4 of the Bombay Govt. Premises (Eviction) Act, 1955, may kindly be stayed;

(d) Pending the hearing and final disposal of the present Writ Petition the Respondent MIDC may be directed to remove the seal from the entire Suit premises and allow the Petitioner to enter and occupy the Suit premises ;

(e) Pending the hearing and final disposal of the present Writ Petition the Respondent their Officers, agents and any other person claiming through or under them or any person. on their behalf be restrained by an Order of injunction from creating third party interest in the Suit Premises;

(f) Interim and ad interim order in terms of prayer clause (c), (d) and (e) may be passed;

3. The challenge in the present Petition is primarily to the judgment and order dated 6th February 2020 (hereinafter referred to as “impugned judgment and order”) passed by the Learned Principal District Judge, Thane (hereinafter referred to as the “Trial Court”) in Regular Civil Appeal No. 19 of 2020 filed under Section 7 of the Bombay Government Premises (Eviction) Act, 1955 (hereinafter referred to as “the Act”) challenging the eviction notice dated 19th March 2019 under Section 4(2) of the Act (hereinafter referred to as “impugned eviction notice”) and subsequent eviction order dated 11th December 2019 under Section 4 of the Act (hereinafter referred to as the “impugned eviction order”) issued by Respondent-MIDC in respect of Plot No. B-4, Wagle Estate Industrial Area, Thane (hereinafter referred to as “said premises”). By the impugned judgment and order the Trial

Court was pleased to dismiss the Regular Civil Appeal No. 19 of 2020, and thereby confirmed the eviction notice dated 19th March 2019 and subsequent eviction order dated 11th December 2019. It is in these circumstances that the Petitioner has filed the present Writ Petition.

4. Briefly, the facts are as follows:

- i. On 25th November 1961, an Agreement to Lease was executed by the Respondent-MIDC in favour of Shri. M. B. Patel (Proprietor of Mohanlal and Company) granting the said premises on perpetual lease for setting up an industry.
- ii. The partners of Mohanlal and Company agreed to sell the industrial undertaking, i.e., re-rolling mills along with fixtures and fittings thereof along with the said premises for an aggregate price of Rs. 3,31,000/- to the Petitioner.
- iii. On 14th November 1972, the Respondent-MIDC granted permission to assign and transfer the lease hold rights with respect to the said premises to Shri Lokender Bhagwan Jain and Smt. Tejaswani Bhagwan Jain (partners of the Petitioner), and by a letter of the same date confirmed the aforesaid transfer in favour of the Petitioner.
- iv. On 2nd March 1974, Mohanlal and Company issued a sale certificate confirming the receipt of Rs. 3,31,000/- and sale of rolling mill situated on the said premises to the Petitioner. Consequent to the demise of Smt. Tejaswani Bhagwan Jain (partner of the Petitioner), Shri. Lokender Bhagwan Jain became the sole owner of the leasehold rights.
- v. On 3rd March 2010, a registered Will was executed by Shri. Lokender Bhagwan Jain, bequeathing the entirety of the leasehold rights in the said premises

to Shri. Amit Lokender Jain, who is the sole proprietor of the Petitioner.

vi. On 10th December 2013, Shri. Lokender Bhagwan Jain died and was survived by his wife and children. On 20th February 2014, Shri. Amit Lokender Jain filed a probate petition before this Court in respect of the Will of Shri Lokender Bhagwan Jain, and the said petition is currently pending.

vii. On 24th March 2014, the Petitioner applied to the Respondent-MIDC seeking transfer of the said premises in his name, and no action has been taken on the said application. Thereafter, on 20th December 2016, the Respondent-MIDC issued a demand notice of even date, alleging unauthorized subletting by the Petitioner and raising a demand of Rs. 1,51,79,700/- payable by the Petitioner within a period of 15 days of the said notice, failing which, the Respondent-MIDC would terminate the Agreement to Lease.

viii. On 31st July 2017, Petitioner addressed a request letter to the Respondent-MIDC seeking withdrawal of the termination process and re-assessment of the alleged subletting charges/list of sub-tenants. On 19th July 2017, Respondent-MIDC issued a notice of even date, purporting to terminate the Agreement to Lease dated 25th November 1961 and directing the Petitioner to hand over vacant possession of the said premises, failing which, the Respondent-MIDC threatened to take forceful possession. In the year 2017 itself, Petitioner filed Writ Petition No. 9771 of 2017 before this Court, challenging the demand notice dated 20th December 2016 and the termination notice dated 19th July 2017.

ix. It is the Petitioner's contention that the Respondent-MIDC claims to have first resumed possession of the said premises sometime in the 2017, which

resumption is disputed by the Petitioner. By an order dated 16th November 2017 passed by a Division Bench of this Court, Writ Petition No. 9771 of 2017 was heard and it was recorded in the said order that the Respondent-MIDC had made a statement that possession of the suit premises was already taken by them on 2nd August 2017 and a panchnama to that effect was already drawn. The said Petition is currently pending adjudication and disposal before this Court.

x. On 19th March 2019, the Respondent-MIDC issued the impugned eviction notice under Section 4(2) of the Act alleging a breach of Clause 3(j) of the Agreement to Lease dated 25th November 1961 (unauthorized subletting) and failure to enter into a lease deed subsequent to the transfer of the said premises.

xi. On 26th March 2019, Petitioner replied to the impugned eviction notice, denying the allegations set out therein and raising a specific dispute in respect of the computation of subletting charges, and further requesting the Respondent-MIDC to await the outcome of the pending Writ Petition No. 9771 of 2017. The receipt of the aforesaid letter in the office of Respondent-MIDC is disputed by Respondent-MIDC.

xii. On 27th March 2019 the Petitioner brought to the attention of the Division Bench of this Court in Writ Petition No. 9771 of 2017 the impugned eviction notice, and it is the Petitioner's contention that the Respondent-MIDC had at such time submitted that the Petitioner stood dispossessed of the said premises and that unauthorized persons had reoccupied the same.

xiii. On 11th December 2019, the Respondent-MIDC issued the impugned eviction order under Section 4 of the Act, directing the Petitioner to vacate the said

premises within one month. The impugned eviction order was received by the Petitioner on 16th December 2019. Being aggrieved by the aforesaid order, the Petitioner preferred Regular Civil Appeal No. 19 of 2020 under Section 7 of the Act before the Trial Court along with an application below Exhibit-5 for stay/injunction.

xiv. On 14th January 2020, Regular Civil Appeal No. 19 of 2020 was listed before the Trial Court, and it is the Petitioner's contention that just prior to the hearing of Exhibit-5 application, the Respondent-MIDC officials visited the said premises at about 4:00 p.m. and sealed the same, and pursuant thereto drew a panchnama. The Trial Court, thereafter, allowed the Exhibit-5 application filed by the Petitioner and directed that the status quo be maintained. It is the Petitioner's contention that the Respondent-MIDC filed a *pursis* falsely claiming that possession of the said premises was taken and the Petitioner stood evicted. It is further the Petitioner's contention that the Petitioner personally inspected the said premises and found the same open, establishing that the Respondent-MIDC was not in possession of the aforesaid premises. After hearing both the parties, the Trial Court passed the impugned judgment and order and dismissed Regular Civil Appeal No. 19 of 2020 with costs. It is being aggrieved by the aforesaid order that the Petitioner has filed the present Petition.

5. Mr. Mutahhar Khan, along with Mr. Medhavin Bhatt and Ms. Manashvi Shah instructed by MV Law Partners appeared on behalf of the Petitioner, Ms. Shyamali Gadre appeared on behalf of the Respondent-MIDC, and Mr. V.R. Raje appeared on behalf of the State.

6. Mr. Khan learned counsel appearing on behalf of the Petitioner has submitted that the present Petition ought to be allowed, and that the impugned judgment and order is liable to be set aside, including the impugned eviction notice dated 19th March 2019 and the impugned eviction order dated 11th December 2019. It is the submission of learned counsel on behalf of the Petitioner that the impugned judgment and order has failed to consider that the impugned eviction order traveled beyond the impugned eviction notice dated 19th March 2019. It is his primary submission that the impugned eviction notice was issued to the Petitioner for two alleged breaches, namely, a breach of Clause 3(j) of the Agreement to Lease (unauthorized subletting), and failure to enter into a lease deed subsequent to transfer of the said premises. However, the impugned eviction order sought to evict the Petitioner on additional grounds which were never alleged in the impugned eviction notice. He, therefore, submitted that the impugned eviction order was passed on a different footing as opposed to the allegations made in the impugned eviction notice.

7. He further submitted that the impugned eviction order is a non-speaking order, and on a bare perusal of the same, it was evident that it merely reproduced paragraph Nos. 1 to 6 of the impugned eviction notice, without setting out any material to support the allegations. He further submitted that the impugned eviction order proceeded on the footing that the Petitioner had not submitted any reply to the impugned eviction notice, and in view thereof, the impugned eviction order was passed by the Respondent-MIDC. He further submitted that the impugned eviction order had failed to consider that the Petitioner had submitted a

reply dated 26th March 2019, which bore the acknowledgment of the Respondent-MIDC, and the same was not considered prior to passing the impugned eviction order. He submitted that the impugned eviction order has been passed without affording a personal hearing to the Petitioner, and it makes no reference to the Respondent-MIDC offering any hearing to the Petitioner.

8. He further submitted that the impugned judgment and order passed by the Trial Court, by upholding the impugned eviction order has further perpetrated the mistake of allowing eviction of the Petitioner by holding that the eviction was rightly done, inasmuch as the Petitioner had failed to reply to the impugned eviction notice dated 19th March 2019. He further submitted that the fact that the Petitioner did not reply to the impugned eviction notice dated 19th March 2019 could not be a ground to uphold the eviction against the Petitioner, inasmuch as a quasi-judicial body has to come to independent findings therein and render those findings.

9. He has further submitted that the impugned judgment and order dated 6th February 2020 passed by the Trial Court has failed to take into consideration that the impugned eviction order traveled beyond the impugned eviction notice by merely observing that even one ground in the impugned eviction notice was sufficient to direct the eviction of the Petitioner.

10. He further submitted that in so far as the finding rendered by the Trial Court in the impugned judgment and order with regard to the issue of subletting was concerned, it proceeds on an erroneous basis, inasmuch as the impugned eviction notice and the impugned eviction order did not have the material to show

as to how the subletting was proved, as far as the Petitioner was concerned. He also submitted that the contention of the Respondent-MIDC that as the Petitioner had not executed a lease deed subsequent to the transfer of the said premises, the Petitioner was not a lessee and instead only a licensee, and hence Respondent-MIDC was not required to adhere to any due process to seek the Petitioner's eviction and was contractually entitled to resume possession at its will is an incorrect contention, inasmuch as the impugned eviction notice and the impugned eviction order did not proceed on that basis, and the Trial Court in the impugned judgment and order has also not considered the same. He submitted that since the Respondent-MIDC itself had invoked the provisions of the Act, it would not lie in the mouth of the Respondent-MIDC to now contend that they were not bound by the due process of law to evict the Petitioner, and that the Petitioner was merely a licensee.

11. He further submitted that once the Respondent-MIDC itself had terminated the Agreement to Lease on 19th July 2017 and had resumed possession of the said premises on 2nd August 2017, the contention of the Respondent-MIDC that there was no requirement of following any due process to evict the Petitioner is to be rejected, inasmuch as the Respondent-MIDC once again by way of the impugned eviction notice and the impugned eviction order sought to apply the provisions of the Act to evict the Petitioner on the ground that some other unauthorized persons had re-entered the said premises. He further submitted that Respondent-MIDC in fact had claimed that it resumed possession on 14th January 2020 and hence, the Respondent-MIDC is shifting stands in respect of the date of

resumption of the said premises.

12. He also sought to place reliance on the following decisions to contend that principles of natural justice are to be followed by the competent authorities under the Act, and a hearing ought to be afforded to the aggrieved party before passing any eviction order. He also sought to place reliance on the aforesaid judgments to contend that the impugned eviction order had traveled beyond the grounds as alleged in the impugned eviction notice-

- i. **Subhash Vishwanath Kolapkar v. Assistant Collector**¹
- ii. **Associate Switch Gears and Projects Ltd. v. State of U.P.**²
- iii. **UMC Technologies (P) Ltd. v. Food Corporation of India**³
- iv. **Moonline Express Cargo (P) Ltd. v. Union of India**⁴
- v. **Atlas Cycles Haryana Ltd. v. State of U.P. and Anr.**⁵

13. *Per contra*, learned counsel appearing on behalf of the Respondent-MIDC vehemently opposed the reliefs as sought for in the present Petition and submitted that the eviction proceedings against the Petitioner have been rightly initiated. She sought to place reliance on the affidavit-in-reply filed by one Sudesh D. Jadhav, Area Manager of the Respondent-MIDC to contend that the eviction proceedings were rightly initiated by the Respondent-MIDC. She also submitted that the impugned judgment and order passed by the Trial Court is just and proper, as the same has been passed after appreciating the facts in the present matter, and

1 2002 (2) Mh.L.J. 50

2 (2024) 126 GSTR 307

3 (2021) 2 SCC 551

4 2022 SCC Online Bom 203

5 2024 SCC Online All 10525

particularly in view of the fact that the Petitioner had not filed any response to the impugned eviction notice, and had not appeared before the competent authority in response to the aforesaid notice.

14. She further submitted that this Court in its order dated 16th November 2017 has recorded the statement made by the counsel on behalf of the Respondent-MIDC that the suit premises had already been resumed by Respondent-MIDC on 2nd August 2017 and a panchnama to that effect was already drawn. She submitted that post the aforesaid resumption, the Petitioner had illegally inducted certain persons in the said premises, which forced the Respondent-MIDC to once again initiate eviction proceedings in 2019 against the Petitioner. She also submitted that these eviction proceedings were initiated following the due process of law, and that the possession of said premises was once again taken by the Respondent-MIDC on 14th January 2020, where the gates of the said premises were sealed by drawing a panchnama. She further submitted that the eviction of the Petitioner was rightly made, inasmuch as the Petitioner had failed to carry out any industrial activity on the said premises, but had illegally sublet the same to the illegal sub-lettees, and since the Agreement to Lease had been terminated by the Respondent-MIDC on 19th July 2017, the eviction of the Petitioner was justified.

15. She therefore, submitted that the impugned judgment and order has been correctly passed, and that the impugned eviction order did not travel beyond the allegations made in the impugned eviction notice and it has, in fact, confirmed the allegations in the impugned eviction notice regarding the subletting of the said premises by the Petitioner to the sub-lettees. She therefore submitted that the

Petition ought to be dismissed. She also sought to place reliance on the decision of **Garment Craft v. Prakash Chandra Goel**⁶ to contend that under the supervisory jurisdiction of this Court under Article 227 of the Constitution of India, this Court does not act as a Court of first appeal to re-appreciate or re-weigh the evidence or facts upon which determination of challenge is based. She submitted that in terms of the aforesaid decision, the High Court cannot substitute its own decision on facts and conclusion of that of the subordinate Court or Tribunal, and considering that the impugned judgment and order of the Trial Court was a well-reasoned order, no interference was required under Article 227 of the Constitution of India by this Court.

16. She also sought to place reliance on the decision of the Supreme Court in **State of Maharashtra v. Ramdas Shrinivas Nayak and Anr.**⁷ to contend that the letter dated 26th March 2019, which the Petitioner has sought to contend has been filed in response to the impugned eviction notice, was not pointed out by the Petitioner before the Trial Court at the time of trial, and hence, the Petitioner was now not allowed to rely on the same in the present proceedings. She further sought to place reliance on the decision in **State of Maharashtra v. Babulal Kriparam Takkamore and others**⁸ to contend that an eviction order founded on multiple grounds is not vitiated merely because certain grounds go beyond the show-cause notice therein and are unproven, provided that the surviving ground of unauthorized subletting is relevant, established and independently sufficient to

⁶ (2022) 4 SCC 181

⁷ (1982) 2 SCC 463

⁸ (AIR 1967 SC 1353)

sustain the order. She submitted that the Supreme Court has held that where a quasi-judicial order is passed on several grounds, the order is not invalidated if the authority was justified on the basis of another existing and relevant ground, which independently would have led to the same conclusion. She submitted that in the facts of the present case the impugned eviction notice was issued on the ground that the Petitioner had unauthorizedly sublet the said premises, and though the impugned eviction order was passed on other additional grounds, the ground of subletting also formed part of the impugned eviction order. In view thereof, she submitted that the present Petition deserves to be dismissed.

ANALYSIS & FINDINGS

17. I have heard learned counsel appearing for the parties and have perused the papers and proceedings with their able assistance, and I proceed to decide the present Petition. The controversy in the present Petition is primarily in respect of the exercise of the powers of eviction under the Act by the Respondent-MIDC. Under Article 227 of the Constitution of India, this Court sits in a supervisory jurisdiction and not as a Court of first appeal to re-appreciate or re-weigh evidence or facts, and the said jurisdiction is only a correctional jurisdiction to set right grave derelictions of duty or flagrant abuse and violations of fundamental principles of law or justice. This supervisory jurisdiction has to be used sparingly, and only in cases where there is an unreasonable or perverse finding reached at by a quasi-judicial authority, or a tribunal, or a subordinate Court. Considering the aforesaid parameters of the jurisdiction, this Court is of the view that the impugned judgment and order passed by the Trial Court is not an order which requires

interference. The following discussion will aid the conclusion that I have reached at.

18. In the facts of the present case, it is evident that the eviction proceedings were initiated against the Petitioner primarily on the ground that the Petitioner had illegally sublet the said premises in contravention of the provisions of the Act and in breach of the conditions stipulated in the Agreement to Lease dated 25th November 1961. In the present case, though the Petitioner has contended that a reply was filed to the impugned eviction notice dated 19th March 2019 and the same was not considered before passing the impugned eviction order, though this Court would not be in a position to re-appreciate the evidence in its supervisory jurisdiction, the Petitioner had not pleaded before the Trial Court about the filing of the aforesaid reply, and I am therefore of the view that the Petitioner has not been seriously aggrieved by the non-consideration of the aforesaid reply and hence cannot contend now that principles of natural justice have been breached in the present facts of the case. I am further of the view, on a perusal of the aforesaid reply dated 26th March 2019 which is now sought to be annexed to the Petition, that the said reply has not dealt with any of the charges made in the impugned eviction notice and merely makes reference to the pendency of Writ Petition No. 9771 of 2017 before this Court against the termination notice dated 19th July 2017 and a request being made to the authorities to not proceed with the eviction proceedings till the pendency of Writ Petition No. 9771 of 2017 before this Court. The Petitioner has, therefore, not replied to any of the allegations made in the impugned eviction notice, and hence to contend that the impugned eviction order

dated 11th December 2019 does not take into consideration the aforesaid reply is an argument which deserves to be rejected.

19. I am further of the view that on a perusal of the allegations in the impugned eviction notice and also of the impugned eviction order dated 11th December 2019, it is seen that the charge of illegal subletting is a ground which is common to both the impugned eviction notice as well as the impugned eviction order, and hence the contention of learned counsel appearing on behalf of the Petitioner that the impugned eviction order travels beyond the impugned eviction notice is an argument which deserves to be dismissed at its very threshold. In fact, the impugned eviction notice and the impugned eviction order refer to the relevant clause 3(j) of the Agreement to Lease dated 25th November 1961, which has been violated/contravened by the Petitioner, and therefore the same are tied in together and have been passed correctly. I am, therefore, in agreement with the reliance placed by the learned counsel appearing for the Respondent on the decision of **State of Maharashtra v. Babulal Kriparam Takkamore and others** (supra), wherein it has been held that where the quasi-judicial order has been passed on several grounds, the inclusion of an irrelevant or non-existent ground does not invalidate the order if the authority was justified on the basis of another existing relevant ground which independently would have led to the same conclusion. In the facts of the present case, the common ground in the impugned eviction notice and the impugned eviction order was of illegal subletting, which has neither been disproved, nor sufficiently answered to the contrary by the Petitioner. I am therefore of the view that the impugned judgment and order passed by the Trial

Court has correctly upheld the impugned eviction notice and impugned eviction order and has proceeded on a correct basis to hold that the Respondent-MIDC had issued a notice to the Petitioner way back in the year 2016 making specific allegations of subletting, and at that time the Petitioner had chosen not to deny the said fact, and further that the Petitioner had chosen to not reply to the impugned eviction notice dated 19th March, 2019 .I am further of the view that the Trial Court by way of impugned judgment and order has rightly applied the provisions of Section 4 of the Act to evict the Petitioner, inasmuch as all the conditions which are to be followed by the competent authority prior to evicting a person have been followed in the present case. The provisions of Section 4 of the Act are reproduced below: -

4. Power to evict. — (1) If the competent authority is satisfied—

(a) that the person authorised to occupy any Government premises, has whether before or after the commencement of this Act,—

(i) not paid rent lawfully due from him in respect of such premises for a period of more than two months, or

(ii) sub-let the whole or any part of such premises, without the permission of the State Government, or the competent authority, or the officer who has or in whose name the premises are taken on behalf of the State Government, or any other officer designated by the State Government in this behalf, or

(iia) committed, or is committing, such acts of waste as are likely to diminish materially the value, or impair substantially the utility, of the premises, or

(iii) otherwise acted in contravention of any of the terms, express or implied, under which he is authorised to occupy such premises, or

(b) that any person is in unauthorised occupation of any Government premises, or

(c) that any Government premises named are required for any other Government purposes

the competent authority may, by notice served (i) by post, or (ii) by affixing a copy of it on the outer door or some other conspicuous part of such premises, or

(iii) in such other manner as may be prescribed, order that person as well as any other person who may be in occupation of the whole or any part of the premises,

shall vacate them within one month of the date of the service of the notice.

(2) Before an order under sub-section (1) is made against any person the competent authority shall issue in the manner hereinafter provided a notice in writing calling upon all persons concerned to show cause why an order of eviction should not be made.

The notice shall—

(a) specify the ground 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 Government premises, to show cause, if any, against the proposed order, on or before such date as is specified in the notice. If such person makes an application to the competent authority for extension of the period specified in the notice, the competent authority may grant the same on such terms as to payment and recovery of the amount claimed in the notice, as deems fit.

Any written statement put in by any person and documents produced in pursuance of the notice shall be filed with the record of the case and such person shall be entitled to appear before the officer proceeding in this connection by advocate, attorney or pleader.

The notice to be served under this sub-section shall be served by having it affixed on the outer door or on some conspicuous part of the premises, and in such manner as may be prescribed; and thereupon the notice shall be deemed to have been duly given to all persons concerned.

(3) If any person refuses or fails to comply with an order made under sub-section (1), the competent authority may evict that person from, and take possession of, the premises and may for that purpose use such force as may be necessary.

(4) The 1 [competent authority] may, after giving fourteen clear days' notice to the person from whom possession of the Government premises has been taken under sub-section (3) and after publishing such notice in the Official Gazette and in at least one newspaper having circulation in the locality, remove or cause to be removed or dispose of by public auction any property remaining on such premises. Such notice shall be served in the manner provided for service of notice under sub-section (1).

(5) Where the property is sold under sub-section (4), the sale proceeds shall, after deducting the expenses of sale, be paid to such person or persons as may appear to the 2 [competent authority] to be entitled to the same :

Provided that where the competent authority is unable to decide as to the person or persons to whom the balance of the amount is payable or as to the apportionment of the same, he shall refer such dispute to a civil court of competent jurisdiction, and the decision of the court thereon shall be final.

(6) If a person who has been ordered to vacate any Government premises for the reasons specified in sub-clause (i) or (iii) of clause (a) of sub-section (1) within one month of the date of service of the notice or such longer time as the competent authority may allow, pays to the said competent authority the rent in

arrears or carries out or otherwise complies with the terms contravened by him to the satisfaction of the said competent authority, as the case may be, the said competent authority shall in lieu of evicting such person under sub-section (3), cancel its order made under sub-section (1) and thereupon such person shall hold the premises on the same terms on which he held them immediately before such notice was served on him.

Explanation :— For the purposes of this section and section 5, the expression “unauthorised occupation” in relation to any person authorised to occupy any Government premises, includes the continuance in occupation by him or by any person claiming through or under him of the premises after the authority under which he was allowed to occupy the premises has been duly determined.

(emphasis supplied)

20. On a plain reading of the aforesaid provision, therefore, it is clear that prior to initiating eviction proceedings and passing an eviction order, the competent authority has to issue a notice specifying the grounds on which the order of eviction is proposed to be made, and further requires all persons concerned, i.e., all the persons who have or may claim to have interest in the Government premises to show cause if any of them have any objections/submissions to be made prior to passing the eviction order. The section further stipulates that when the person who has been asked to show cause against the eviction seeks for an extension of time, the competent authority may consider it fit to allow for such extension on such terms and for payment and recovery of the amount at it deems fit. In the facts of the present case, the Respondent-MIDC had issued the impugned eviction notice and it specifically set out the grounds on which the impugned eviction order was based and also called upon the Petitioner to show cause as to why further steps to issue an eviction order be not taken against the Petitioner, to which the Petitioner chose not to respond with a proper reply. In fact, the reply, which now the Petitioner seeks to place reliance upon is not a reply which has answered any of the charges as set out in the impugned eviction notice, and further, the fact that the

same was not pleaded before the Trial Court prior to the passing of the impugned judgment and order, only goes on to show that the Petitioner had chosen not to reply to the impugned eviction notice. It is in these circumstances that the Trial Court has, by way of the impugned judgment and order, rightly come to the conclusion that in the absence of a reply to the impugned eviction notice to place facts on record which contradict or falsify the contentions of the Respondent-MIDC by the Petitioner, the eviction proceedings were rightly upheld by the impugned judgment and order. I am, therefore, of the view that the impugned judgment and order passed by the Trial Court is not a perverse or arbitrary order which requires any interference by this Court. In fact, the impugned judgment and order has been passed on a proper appreciation of the facts and has also considered the impugned eviction order and the impugned eviction notice and the charges against the Petitioner. It is also an undisputed fact that the possession of the said premises is with the Respondent-MIDC, and hence the eviction proceedings in that sense do not prejudice the Petitioner as of today.

21. In so far as the reliance of learned counsel on behalf of the Petitioner on the decisions of **Subhash Vishwanath Kolapkar v. Assistant Collector** (supra), **Associate Switch Gears and Projects Ltd. v. State of U.P.** (supra), **UMC Technologies (P) Ltd. v. Food Corporation of India** (supra), **Moonline Express Cargo (P) Ltd. v. Union of India** (supra), and **Atlas Cycles Haryana Ltd. v. State of U.P. and Anr.** (supra) is concerned, though the same are pressed into service to submit that principles of natural justice have to be followed by the competent/statutory authorities and no order can be passed without following the aforesaid, the same would not apply in

the facts of the present case, inasmuch as in the present Petition the impugned eviction notice setting out the allegations against the Petitioner was issued to the Petitioner, and an opportunity was given to the Petitioner to show cause against the allegations set out therein, which the Petitioner chose not to avail of. In fact as held aforesaid, the Petitioner before the Trial Court did not seriously contend the issue regarding non-adherence of principles of natural justice and did not even bring to the attention of the Trial Court that a reply dated 26th March, 2019 was sought to be placed on record by the Petitioner in response to the impugned eviction notice dated 19th March 2019. Therefore, it is clear that in the facts of the present case, there was no denial of opportunity to the Petitioner, but the Petitioner had chosen not to avail of the same, and hence the Petitioner could not cry foul on that ground now. The reliance of learned counsel appearing on behalf of the Petitioner on the case of **Associate Switch Gears and Projects Ltd. v. State of U.P.** (supra) would also not be apposite to the facts of the present case, inasmuch as in the said case, the revenue authorities had detained the goods on a different ground from that mentioned in the show cause notice, and the appellate authority had imposed penalty on a different ground, i.e., the e-way bill had expired though the same was accompanied with the goods. In the aforesaid case the show cause notice was issued on the ground that the vehicle was traveling to a destination which was not mentioned in the invoice. Thus, there was a complete change by the Revenue in respect of the final order while detaining the goods and the allegations as made in the show cause notice. However, in the facts of the present case, the same is not the position, inasmuch as the impugned eviction notice and the impugned eviction

order were both based on the allegation of illegal subletting by the Petitioner. It cannot therefore be accepted that the eviction order had traveled beyond the allegations made in the impugned eviction notice. I am therefore of the view that the impugned judgment and order does not suffer from any infirmity warranting any interference.

22. Considering the aforesaid facts and the settled principles of law, this Court is not inclined to exercise its jurisdiction under Article 227 of the Constitution of India, as no fault could be found with the impugned judgment and order dated 6th February 2020 and also the eviction proceedings as carried out by the Respondent-MIDC. In view thereof, the Petition is dismissed. Rule is made absolute in the aforesaid terms. No costs.

(AARTI SATHE, J.)