



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION (L) NO.10692 OF 2021

Kalpana Pramod Shah

..... Petitioner

vs.

Union of India and Ors.

..... Respondents

Mr.Ashish Rao a/w Mr.Jigar Shah i/b M/s.Markand Gandhi
and Co. for the petitioner

Ms.Priyanka Chavan for the respondent nos.1 to 3

**CORAM: K.K.TATED &
PRITHVIRAJ K. CHAVAN, JJ.**

DATED : SEPTEMBER 15, 2021

P.C.

. Heard.

2. By this petition, under Article 226 of the Constitution of India, Petitioner is seeking direction against the Respondents to give effect to and fix the rental compensation in respect of the premises admeasuring 2790 sq. ft. on the ground floor in the building known as Pushpa Kunj Co-operative Housing Society 16, 'A' Road, Churchgate, Mumbai 400 020 and pay the same to the petitioner.

3. The learned counsel for the petitioner submits that in the present proceeding, earlier respondent Union of India



filed B.A.N. No.765/SR of 1978 for fixation of Standard Rent of the said premises. He submits that the Small Causes Court, by order dated 26.03.1996, had fixed the standard rent @ Rs.1796/- per month inclusive of permitted increases, water charges etc. in the year 1977. Operative part of the said order reads thus:

“ORDER

The standard rent in respect of the application premises is fixed at Rs.1796 p.m. inclusive of all, permitted increases water charges etc. in the year 1977.

For further years i.e. from the year 1978 the standard rent of Rs.1796 will be exclusive of increases in the permitted increases.

In the circumstances, no orders as to costs.”

4. The learned counsel for the petitioner submits that for fixing the rental compensation in respect of the properties which are in possession of the Government Organisation there is a separate procedure. He submits that as per the procedure, the Assistant Director Postal Services (Legal & Bldg.) O/O the Postmaster General, Mumbai Region, by letter dated 11.4.2016 informed the Chief Postmaster General (Building Branch), Maharashtra Circle, Mumbai - 400001 that the rental charges in respect of the suit property should be Rs.6,65,646/- (Rupees Six Lakhs Sixty Five Thousand Six Hundred Forty Six Only) per month w.e.f. 07.07.2012 for the carpet area of 2218.82 sq.ft. i.e. @



300 per sq.ft. It is stated in the said letter that the said enhancement is beyond their power. Hence, they asked the confirmation from the Chief Post Master General.

5. The learned counsel for the petitioner submits that thereafter FRAC in its meeting specifically held that market rate of the said premises should be Rs.6,65,646/- (Rupees Six Lakhs Sixty Five Thousand Six Hundred Forty Six Only) per month. In support of this contention, the learned counsel for the petitioner relied on paragraph nos.3, 6, 7 and 8 of the minutes of the said FRAC meeting which read thus:

“3. Churchgate PO has been functioning in rented premises since 15.05.1961 owned by Shri Pramod Shah. The carpet area of the PO as measured by Civil Wing is 2218.82 sq.ft. The SOA of the PO is 2210 sq. ft. The rent @ Rs. 1685/- per month is being paid to landlord.

6. Rent Calculation:

a. The core rent of PO has been calculated by EE (Civil) vide letter No.1(4)/EEP(M)/2015-16/2175 dated 07.12.2015. The core rent has been worked out to 82.52/- per sq.ft. for carpet area of 2218.82 sq.ft.

7. Condition of the Building:

It is observed by the FRAC members that Building is in prime location and just behind the Churchgate Station. The office is easily accessible to the public and well maintained; the internal maintenance of the building is also good.



8. Recommendations:

1. The Landlord demanded rent as per present market value. Taking consideration of the condition of the building, accessibility and prevailing market rate, the committee members hereby recommends rent @ Rs.300/- per sq. ft per month w.e. f. 01.07 2012 i.e Rs.6,65,646/- (Rs. Six Lakh Sixty Five Thousand Six Hundred Forty Six Only) per month. The rent is including all taxes and excluding electricity & water charges only.

2. The Landlord will have to execute the fresh lease deed @ Rs.300/- per sq. ft. per month for carpet area of 2218.82 sq. ft w. e. f. 01.07.2012 for five years with one year renewal clause at his cost.

3. The landlord will have to carry out white washing and minor repairs required.

4. The enhanced rent as recommended will be paid after execution of Lease Deed.”

6. The learned counsel for the petitioner submits that thereafter the Senior Superintendent of Post Office, Mumbai South Division by their letter dated 04.07.2016 called upon the petitioner to give their consent for the same. The said letter reads thus:

“DEPARTMENT OF POSTS,INDIA
% SR. SUPDT. OF PO'S, MUMBAI SOUTH DN.
5TH FLOOR, MUMBAI GPO, NEW ANNEXE BLDG., MUMBAI-400 001.
22617663/226571B4 / 22632512/22622622

To,
Mr.Pramod P. Shah
Mrs. Kalpana P. Shah
84/11, Netaji Subhash Road,
Dura Mahal, 3rd floor,



*Marine Drive, Mumbai 400 002.
NO SO/D-07/Churchgate PO/16-17*

Date : 04.07.2016

*Sub: Regarding enhancement of rent Churchgate Post Office (Rental building) under Mumbai South Division
Sir/Madam,*

This is regarding proposed enhancement of rent in respect of Churchgate Post Office.

The FRAC has recommended the enhancement of rent @ Rs.300/- per sq.ft. per month w.e.f. 01.07.2012 for the carpet area of 2218.82 sq.ft.

I am directed by the Competent Authority to obtain acceptance/consent letter from you for the FRAC recommendations.

It is therefore, requested to submit the acceptance/consent letter of FRAC recommendations to this office at the earliest for further course of action.

Thanking you,

Yours faithfully,

*(S.S. Shirsi)
Sr. Supdt. of Post Offices,
Mumbai South Dn., Mumbai-400001*

Copy to:

*(1) The ADPS (Bldg., O/o. Postmaster General (MR), Mumbai 400 001.
w.r.t. No.MR/Bldg/7/36/Churchgate PO/II (F) dtd.28.06.2016"*

7. The learned counsel for the petitioner submits that thereafter the petitioner immediately by their letter dated 11.07.2016 given his consent accepting the said enhanced rent upto 30.06.2012 along with interest @ 12%. He submits that thereafter the Department of Post by their letter dated 28.11.2019 informed the petitioner that petitioner is not entitled for rent @ Rs.6,65,646/- (Rupees Six Lakhs Sixty Five Thousand Six Hundred Forty Six Only) but as per the



provisions of Section 11(1) of the Maharashtra Rent Control Act, 1999.

8. The learned counsel for the petitioner submits that admittedly the said provisions are not applicable to the premises which are in possession of the Government. He submits that in view of these facts, the petitioner filed present petition directing respondents to pay rent @ Rs.6,65,646/- (Rupees Six Lakhs Sixty Five Thousand Six Hundred Forty Six Only) per month in respect of the premises which they are occupying on rental basis as per the decision taken in the meeting of respondent i.e. FRAC. He submits that in spite of several correspondence, the respondents have failed and neglected to do so and hence, they filed the present petition.

9. The learned counsel for the respondent submits that she requires some time to file her reply. In view of these facts, following order is passed:

- a. Respondents to file their reply on or before 30.09.2021 with copy to other side.
- b. Rejoinder, if any, be filed on or before 07.10.2021 with copy to other side.
- c. Matter to appear on board on 12.10.2021.

(PRITHVIRAJ K. CHAVAN, J.)

(K.K.TATED, J.)