

AGENDA FOR ORDINARY MEETING OF CANTONMENT BOARD, BELGAUM

TO BE HELD ON 27th MAY, 2019 AT 1000 HOURS

AT THE OFFICE OF THE CANTONMENT BOARD OFFICE, BELGAUM

1. MONTHLY ACCOUNTS:

To consider the statements of receipts and expenditure and Bank Reconciliation Statement of the Cantonment Fund for the months of February, March & April, 2019 which are summarised below:--

	Feb. 2019 Rs.	Mar. 2019 Rs.	Apr. 2019 Rs.
Opening Balance	1,12,01,826-64	53,58,350-64	1,04,50,234-14
Add : Receipts (+)	1,56,41,515-00	2,18,95,142-50	1,15,41,638-00
Total :	2,68,43,341-64	2,72,53,493-14	2,19,91,872-14
Deduct : Expenditure (-)	2,14,84,991-00	1,68,03,259-00	1,99,02,750-00
Closing Balance	53,58,350-64	1,04,50,234-14	20,89,122-14

Statements showing the details of receipts and expenditure for the months of February, March & April, 2019 are placed on the table.

2. ARREARS AND RECOVERY OF REVENUE:

To consider and note the Statement of Arrears of Revenue and Taxes for the period ending April, 2019 and recoveries made thereon during the financial year.

The statements are placed on the table.

3. BIRTH AND DEATH REPORTS:

(1) To note the Birth and Death Reports for the months of February, March & April, 2019.

Sl.No.	Report from	Feb. 2019	Mar. 2019	Apr. 2019
	BIRTHS:			
1.	Cantonment area (House)	00	00	00
2.	Cantonment Board General Hospital	05	05	01
3.	Military Hospital	08	09	11
4.	Railway Hospital	00	00	00
5.	Other Place	00	00	00
	Total	13	14	12
	STILL BIRTHS:	---	---	---
	DEATHS :			
1.	Cantonment area (House)	00	00	00

2.	Cantonment Board General Hospital	00	00	00
3.	Military Hospital	00	00	00
4.	Railway Hospital	00	00	00
5.	Other Place	02	02	05
	Total	02	02	05

- (2). To consider the report of R.M.O. for treatment in Cantonment General Hospital.

Sl.No.	Description	Feb. 2019	Mar. 2019	Apr. 2019
(a)	IPD Delivery patients	05	05	01
(b)	IPD General patients	40	52	48
	Total IPD Patients	45	57	49
(c)	OPD Patients	2224	2334	1751
(d)	Operations:			
	(a) Debridement	---	---	
	(b) Tubectomy	---	---	
	(c) Circumcision	---	---	
	(d) Tumor Excision/Suturing	03	04	04
	(e) Laparoscopy	---	---	---
	(f) MTP/D&C	---	---	---
	(g) Caesarean Section	04	05	01
	(h) Herniorrhaphy	---	---	---
	(i) Hysterectomy	---	---	---
	(j) Minor Operation	03	06	05
	(k) Removal of Fibroid	---	---	---
	(l) X-Ray	---	11	06

RMO's report is placed on the table.

4. ANNUAL CONSOLIDATED ACCOUNT :

To consider and approve the Annual Consolidated Account of the Board for the year 2017-2018, required to be prepared and forwarded to the higher authorities under the provisions of Rules 40 and 41 of the Cantts Account Code, 1924.

The Annual Consolidated Account is placed on the table.

5. ANNUAL ADMINISTRATION REPORT :

To consider and approve the Annual Administration Report of the Board for the year 2017-18 in the prescribed format as required to be forwarded to the higher authorities under the provisions of Sec 50 of the Cantts Act, 2006.

The draft Annual Administration Report is placed on the table.

6. BUDGET ESTIMATES FOR THE YEAR 2019-2020 (REVISED) & 2020-2021 (ORIGINAL) :

To consider and approve the Budget Estimates of the Cantonment Board for the year 2019-2020 (Revised) and 2020-2021 (Original) along with the Store Estimates as required under Rule 16 of the Cantonments Account Code, 1924.

The Budget Estimates are required to be submitted to the PD, DE, SC for obtaining necessary sanction of the GOC-in-C, SC, Pune.

The Budget Estimates are placed on the table.

7. PREPARATION OF CANTONMENT ELECTORAL ROLL FOR THE YEAR 2019.

To approve the action taken by the C.E.O. in directing the Cantonment Board Marathi, Urdu & English Medium School Teachers for the preparation of Cantonment Electoral Roll of all the Wards for the year 2019 as required under Rule 10 of Cantonment Electoral Rules, 2007. The Preliminary Electoral Roll has to be published on 01st July, 2019.

8. COLLECTION OF FEES IN THE CANTONMENT BOARD ENGLISH MEDIUM SCHOOL :

The Cantonment Board, Belgaum started English Medium School in the year 2010 as per the direction of the higher authorities issued in pursuance of the RTE Act 2009. Since its opening, the English medium School is not collecting any fees from the children who take admission in that School.

The Cantonment Board Marathi Medium and Urdu Medium Schools are collecting fees from the students as per the State Government rules.

At present the following fees in r/o Cantonment Board English Medium School are paid from Cantonment fund. The details are as under:-

Sl. No	Particulars	Standard	Amount
1	Registration fees	IX	150/- per student
2	Annual Sport Fees	IX	10000/-
3	Examination fees	X	750/- per student
4	Migration Fees	X	250/- per student

It is recommended that the above fees as mentioned in the table be collected from the students & forward the same to the concerned department.

The Board may consider and decide accordingly.

The report of the HM, English Medium School is placed on the table.

9. PAYMENT OF DEARNESS ALLOWANCE TO CANTT. FUND SERVANTS :

The State Govt. of Karnataka vide their Order No. FD 1 SRP 2019 Bangalore dated 28th Mar. 2019 have enhanced the rates of Dearness Allowance by **2.75%** of the Basic Pay to their employees in the 2018 Revised Pay Scales (from the existing **3.75% to 6.50%** of the Basic Pay) with effect from **1st Jan. 2019**.

As per the Memorandum of Settlement between the Cantonment Fund Servants and Government, the employees of Cantonment Board are also eligible to receive the Dearness Allowance at par with the State Government Employees in which the Cantonment Board is situated.

The financial implications on the Cantonment Board towards the payment of D.A. at the enhanced rate will be approx. Rs. 1,59,782/- per month and Rs. 19,17,384/- per annum.

The Dearness Allowance is recommended to be granted with prior sanction of the GOC-in-C SC Pune.

Accountant's report is placed on the table.

10. ESTABLISHMENT : GRANT OF SELECTION TIME SCALE

To consider Office Report to the effect that certain Cantonment Board employees have completed 10 years / 15 years of service and have become eligible for grant of Selection Time Scale as per **Annexure 'A' & 'B'**.

The Selection Time Scale is recommended to be granted to the concerned employees in accordance with the relevant State Govt. Order, after obtaining necessary sanction from the higher authorities.

Accountant's report is placed on the table.

11. ESTABLISHMENT: GRANT OF ADDITIONAL INCREMENT

To consider grant of additional increment to the certain Cantonment Board employees who have completed 20 years, 25 years and 30 years of continuous service in one post without a single promotion in their service as per **Annexure 'C', 'D' & 'E'**.

As per State Government of Karnataka Orders, the eligible employees are to be granted 1st, 2nd and 3rd additional increments in existing pay scale after completion of 20 years, 25 years and 30 years of service respectively.

The grant of additional increment to the said employees is recommended to be approved with prior sanction from the higher authorities.

Accountant's report is placed on the table.

12. TENDERS FOR ANNUAL CONTRACT FOR CONSERVANCY SERVICE IN WARD NO. I TO VII OF BELGAUM CANTONMENT :

To consider the Tenders received through e-tendering for Annual Contract for conservancy service in Ward No. I to VII of Belgaum Cantonment for the year 2019-20 in response to this office letter No. 6/SAN/109/1770 dated 08-2-2019. The Tenders were opened on 6-3-2019.

Sl. No.	Name of Contractor	Amount quoted per annum Rs.	Remarks
1.	Rakesh Masekar	2,76,800/- per month	Lowest
2.	Sagar B. Kamannache	2,81,000/- per month	

The rate of ` 2,76,800/- per month quoted by Rakesh Masekar is the lowest.

13. EXTENSION OF THE LEASE HOLD RIGHTS IN RESPECT OF SHOP NOS. E-1 TO E-15, SHOPPING COMPLEX AT P. B. ROAD, SITUATED AT GLR SY. NO. 328, BELGAUM CANTONMENT.

Ref : (i) CBR No. 10 dated 23-02-2019.

To consider letter No. 8113/Shops/Begaum/DE dated 15-03-2019 received from the Dte., DE, SC, Pune. It was mentioned in the agenda side of CBR No. 5 dated 18-01-2019 that a proposal has been submitted to the GOC-in-C, SC, Pune vide this office letter No. 13/REV/Halting Ground/385 dated 25-08-2018 to obtain approval for extension of lease hold rights in respect of above mentioned shops for a period of one year w.e.f. 01-04-2018 to 31-03-2019. However no sanction has been received.

In response to our proposal, a letter No. 8113/Shops/Begaum/DE dated 15-03-2019 has received from the Dte., DE, SC, Pune The contains of letter are reproduced hereunder :-

“No. 8113/Shops/Belgaum/DE

- Dated : - 15 March 2019

To

Chief Executive Officer,
Cantonment Board,
Belgaum.

SUBJECT: RENEWAL OF LEASE HOLD RIGHTS IN RESPECT OF 15 SHOPS
(E-1 TO E-15) IN CANTONMENT BOARD SHOPPING COMPLEX AT
P.B. ROAD, BELGAUM CANTONMENT.

Reference your letter No. 13/REV/Halting Ground/385, dated 25/08/2018 and even No. dated 25/02/2019.

2. The proposal received vide your letter under reference for extension of leasehold rights in respect of 15 shops in Cantonment Board Shopping Complex at PB Road, Belgaum Cantonment on enhanced monthly fees for a period of 01 year w.e.f. 01/04/2018 to 31/03/2019

has been examined and it has been observed that the Board has proposed to grant the right to occupy the stalls by private treaty instead of by auction as required under Section 267 (1) of the Cantt Act, 2006. Such a proposal besides lacking transparency is not justified particularly in the case of a deficit Board. Moreover, the Board has not furnished any reasons why the rights to occupy of 15 stalls cannot be transferred by public auction. The Board merely appears to have taken up the request of the shop occupants and no efforts seems to have been made to dispose of the rights by public auction.

3. In this connection, the proposal dated 25/08/2018 is returned unactioned with the following observations:-

- a) The proposal is not comprehensive and lacks clarity.
- b) Para 2 speaks of “existing licences/renewal of licences” whereas sanction is sought for extension of “lease hold rights”. These 15 shops were given on licence basis or lease basis ?
- c) Relevance of letter dated 24/06/2015 for 35 shops enclosed as Annexure- B with reference to your proposal is not clear.
- d) In para 9, the sanction has been sought for a period of 1 year w.e.f. 01/04/2018 to 31/03/2019, however, the Board Resolution dated 26/02/2018 is silent regarding date/ period of extension of leasehold rights. Further, the amount of enhanced monthly fees is not stated and whether the fees would be enhanced every month/ year is not clear.
- e) Why timely action for renewal/ offering occupancy rights by public auction as per Section 267 (1) of Cantonments Act 2006 was not initiated, even after this Dte letter dated 14/04/2014.
- f) Your proposal is silent on the terms of lease, period till when Competent Authority approval for extension of lease hold right was accorded.
- g) Was any damages for occupation of shops beyond sanctioned period been collected.
- h) Under what provisions of Cantonments Act, 2005/ Cantonment Property Rules 1925 has taken the decision for extension of occupancy rights for three years,

4. Further, in your letter dated 25/02/2019, it has been indicated that shops at S.No.1 to Sl No.3 have been considered for Multi Utility Facility under the Smart City Programme by the Belgaum Smart City Limited and the terms and conditions are under negotiations, and the same has also been mentioned in your proposal above. Has any date for execution of project by the Belgaum Smart City has been fixed. If so, details thereof.

5. Vide your letter dated 25/02/2019, you have stated that Sl No.4 Stalls i.e. E-16 to E-30, Board has disposed off the lease hold rights by calling sealed tenders for a period of 05 years w.e.f. 01/01/2016 to 31/03/2020. In this regard, it may also be clarified as to why the remaining shops indicated at Sl No.1 to Sl No.3 (i.e. 35 shops + 49 shops + 15 shops) have not been auctioned in a similar manner.

Sd/-
Meena B. Sharma
Director,
Defence Estates,
Southern Command,
Pune”

The Board vide CBR No. 10 dated 23-02-2019 has considered the matter of extension of lease hold rights in respect of shop Nos. E-1 to E-15, Shopping Complex at P. B. Road, situated at GLR Sy. No. 328, Belgaum Cantonment and has recommended that the extension of lease hold rights of Shop Nos. 3, 5 to 15 in Shopping Complex at P. B. Road, situated on GLR Sy. No. 328, Belgaum Cantonment for a period of 01 year w.e.f. 01-04-2019 with enhancement of rent by 15% on last monthly fees/damage charges with the condition that the lessees will hand over the possession peacefully as and when the smart city project is announced, failing which licence of the shop will be terminated.

The Board further resolved to take legal opinion in respect of Shop No. 1 ,2 & 4, for extension of leasehold rights in the name of present occupiers and after obtaining the legal opinion, the matter be referred to the Board and thereafter necessary proposal be submitted to the GOC-in-C, Pune for obtaining prior sanction.

Accordingly the matter was referred to the Shri A. S. Somannavar, legal adviser has been requested to render his legal opinion for transfer of the lease hold rights in respect of Shop Nos. 1 ,2 & 4, in the name of present occupiers. The legal adviser has examined the cases and vide his letter dated 15-03-2019, has opined as follows :-

Regarding Shop No. E-1 :

As per above referred CBR the matter of the transfer the lease hold rights in respect of Shop No. 1, Shopping Complex at P. B. Road, Belgaum Cantonment in the name of Shri Ashish S. Kallandi has been referred to the legal adviser vide this office letter No. Shop No. E-1/SC/1980 dated 06-03-2019 to seek his advice on the subject matter. Shri A. S. Somannavar vide his letter dated 15-03-2019 has opined as follows :-

- 1) The applicant must obtain the No Objection/Consent Certificates from all of the survivors of his late father.
- 2) Only after the submission of the said NOC's the Board can consider his application for extension of lease, if it so decides, as per the provisions of the Cantonments Act, 2006.
- 3) In the event that the applicant does not submit the NOCs, then in the absence of a legal request for extension, the Board can, if it so decides, evict the unauthorized occupants as per the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.
- 4) If the Board decides to evict the unauthorized occupants, then it is advised that the Board pass a resolution to evict and then initiate Eviction Proceedings.

Shri Ashish S. Kallandi vide his letter dated 29-03-2019 has submitted the NOC by affidavit from the survivor of his late father i.e, his grandfather, grandmother, mother and his brother. They all have given their no objection to transfer the lease hold rights in the name of Shri Ashish S. Kallandi.

Regarding Shop No. E-2

As per above referred CBR the matter of the transfer the lease hold rights in respect of Shop No. 2, Shopping Complex at P. B. Road, Belgaum Cantonment in the name of Shri Abrar Sait has been referred to the legal adviser vide this office letter No. Shop No. E-2/SC/1979 dated 06-03-2019.(P-146) to seek his advice on the subject matter. Shri A. S. Somannavar vide his letter dated 15-03-2019 has opined as follows :-

- 1) The applicant, Shri Abrar Sait's request cannot be considered.
- 2) Applications from unauthorized occupants to transfer their unauthorized Occupancy rights cannot be considered.
- 3) The Board, if it so decides, can suggest that the present unauthorised occupant through his Power of Attorney request the Board for extension of lease in his name and only then the Board can consider it, if it so decides, as per the provisions of the Cantonments Act, 2006.
- 4) If the present unauthorized occupant is unable to do so or unable to adhere by rules of the Board, then the Board, if it so decides, can evict the Unauthorised Occupant as per the Cantonments Act, 2006 and the Public Premises (Eviction of Unauthorised Occupants) Act 1971 by passing a resolution.

Regarding Shop No. E-4,

As per above referred CBR the matter of the transfer the lease hold rights in respect of Shop No. 4, Shopping Complex at P. B. Road, Belgaum Cantonment in the name of Shri Ashish S. Kallandi has been referred to the legal adviser vide this office letter No. Shop No. E-4/SC/1977 dated 06-03-2019 to seek his advice on the subject matter. Shri A. S. Somannavar vide his letter dated 15-03-2019 has opined as follows:-

- 1) The applicant, Shri Aashish S. Kallandi's request along with NOC/Consent from the present unauthorized occupant cannot be considered.
- 2) The Board, if it so decides, can suggest the Applicant to obtain Power of Attorney from his grandfather and through that Power of Attorney request the Board for extension of lease in his grandfather's name.
- 3) If the Applicant or his grandfather i.e, the present unauthorized occupant are unable to do so or unable to adhere by rules of the Board, then the Board, if it so decides, can evict the Unauthorised Occupant as per the Cantonments Act, 2006 and the Public Premises (Eviction of Unauthorised Occupants) Act 1971.

Matter is brought before the Board for their consideration and to take suitable decision. Report of the Revenue Supdt. alongwith all the relevant files are placed on the table.

14. GST SHARE: FILING OF WRIT PETITION IN THE HON'BLE SUPREME COURT OF INDIA, BELGAUM CANTONMENT.

To consider letter No. GST/Filing of Writ/2018-19 dated 06-03-2019, received from the CEO, Pune Cantonment regarding filing of writ petition in the Hon'ble Supreme Court and letter dated 11-04-2019 received from Apoorva Shivajat Somannavar, legal adviser, Cantonment Board Belgaum.

A letter No. GST/Filing of Writ/2018-19 dated 06-03-2019 alongwith its enclosures has received from the CEO, Pune Cantonment wherein it has mentioned that the State Authorities in the country are collecting GST/Revenue from all commercial establishment located in the Cantonment Area but the share thereof is not being allotted to Cantonment Board. Moreover, the local bodies and Municipalities in the States are being allotted funds from the respective State Governments, but the Cantonment Boards are deprived of the same. Their Board has been liaison with the State Government for allocation of the share of GST being collected by them but all efforts in this regard have failed. Therefore the Pune Cantonment Board has decided to file a writ petition in the Hon'ble Supreme Court of India and as per the legal opinion received from the Panel Counsel of the Board, it has been also opined that since all Cantonment Boards are affected, the W.P. should be filed jointly as this would be seen as a collective problem of the majority of the Cantonments across the country and will therefore provide more weightage to the argument before the Hon'ble Supreme Court of India. Further they have requested to take up this issue in the Board Meeting and give our concurrence and confirmation on joining the Writ Petition being filed by their office. They have also requested to inform whether the Government of Karnataka State has passed any legislation similar to the legislation passed by the State Govt. of Maharashtra namely MAHARASHTRA GOODS AND SERVICE TAX ACT (COMPENSATION TO THE LOCAL BODIES) ACT, 2017 in the post GST era.

The said matter was referred to Shri Apoorva S. Somannavar, legal adviser of Cantonment Board, Belgaum vide this office letter No. BCB/GST/2072 dated 18-03-2019 to examine the case and render his legal opinion on the following matter :-

- (i) Whether the Government of Karnataka State has passed any legislation similar to the legislation passed by the State Govt. of Maharashtra namely MAHARASHTRA GOODS AND SERVICE TAX ACT (COMPENSATION TO THE LOCAL BODIES) ACT, 2017 in the post GST era.
- (ii) If so, what percentage of SGST is being reallocated to the Municipal Bodies of the State and on what basis?

Accordingly the legal adviser has examined the case and vide his letter cited under reference has submitted that the Karnataka State Government has passed its version of the legislation similar to the one passed by the Maharashtra State Government with respect to the GST. However, there is no clear procedure with regard to the allotment of funds to the local bodies like the Cantonment Board.

The Pune Cantonment Board has made several representations to various offices of the Maharashtra State Government and has not succeeded in obtaining the funds from that State Government.

Further he has mentioned that the Secunderabad Cantonment Board has been successful in obtaining funds from the Telengana State Government wherein the Telengana State Government has made provisions with respect to the GST in favour of the Cantonment Boards. Further, there is the GST Council, which is the apex body for all policy decisions with respect to the GST. The GST Council also can be approached through proper channels.

He has further advised that the Board can also communicate not just to the GST Authority in Belagavi but also at the State Level. The Board can also attempt to get an Advanced Ruling in its favour at the State Level under the GST Act. Further, the Board has to approach the concerned departments in the above avenues before approaching the Courts, be it the Hon'ble High Court or the Hon'ble Supreme Court of India.

The Board presently has no cause of action to either file any litigation either individually or collectively. Hence he has advised to the Board that it pursue all other avenues first and only on failure of the concerned authorities will the Board get a cause of action to approach Hon'ble Courts.

Following are the conclusions of his opinion:-

1. The Board must communicate to the Secunderabad Cantonment Board and seek details from it regarding the provisions/arrangements between that Board and the Telengana State Government.
2. The Board must made representation to the Karnataka State Government and its concerned authorities in an attempt to receive funds on the lines of the Secunderabad Cantonment Board.
3. Only after the refusal or non-reply after reasonable time from the State Government and its concerned authorities, the Board can approach the Hon'ble Courts.
4. The Board can attempt to obtain advanced ruling in the matter from the GST Authority at the State Level.
5. Subsequently, the Board can approach the GST Council through the proper channels along with other Cantonment Boards for speedier resolution.

The matter is brought before the Board for their consideration. Report of the Revenue Supdt. alongwith all the relevant documents are placed on the table.

15. ISSUE OF PPE ACT NOTICE TO EVICT UNAUTHORISED OCCUPANT IN RESPECT OF CANTONMENT FUND BUILDING KNOWN AS "BOMBAY RESTAURANT" MEASURING 1100 SQFT SITUATED ON GLR SY. NO. 299-B, AT RAILWAY BUS STAND, BELGAUM CANTONMENT

To consider and approve the action to be taken to evict the unauthorized occupant viz., Shri Umesh R. Shetty from the Cantonment Fund Property known as "Bombay Restaurant" admeasuring 1100 Sq.ft. situated on GLR Sy. No. 299-B, Belgaum Cantonment as per PPE Act 1971p. Also to consider letter dated 27-04-2019 received from Shri Umesh R. Shetty.

The Cantonment Board vide CBR No. 6 dated 18-01-2019 considered the matter and resolved that the lease hold rights of the above mentioned building be disposed off by calling tenders for a period of five years from the date of handing over the site to the successful tenderer. Before issuing the notice to the unauthorized occupant a caveat has been filed in the concerned courts against the unauthorized occupant. Thereafter the unauthorized occupant has been directed vide this office letter No. 7/PWD/Restaurant Building/H-15/72 dated 12-04-2019 to handover the vacate possession to the Revenue Supdt. of this office on 30-04-2019. As per this office letter, the Revenue Supdt. visited the premises to take over the vacant possession. However Shri Umesh R. Shetty, the unauthorized occupant refused to hand over the vacant possession. and informed that he has already submitted a letter to this office. The said letter is placed on the table. Board may consider and resolve accordingly

Report of the Revenue Supdt. is placed on the table along with file are placed on the table.

16. **DISCUSSION OF THE MATTER IN RESPECT OF OCTROI NAKA BUILDING AT RAILWAY BUS STAND, BELGAUM CANTONMENT**

- Ref : i) CBR No. 16 dated 18-01-2019. (P-217)
ii) The application dated 19-01-2019 received from Shri R. C. Oza (P-234)
iii) The legal opinion dated 15-03-2019 received from Shri A. S. Somannavar, Legal Adviser (P-242)

The matter of Octroi Naka Building at Railway Bus Stand, Belgaum Cantonment has been discussed in detail by the Board in its meeting held on 18-01-2019. In the said meeting the committee constituted to study the case submitted its report before the Board. After discussion the Cantonment Board vide its CBR No. 16 dated 18-01-2019 decided that the decision in this regard will be taken after receipt of legal opinion from Legal Adviser of Cantonment Board, Belgaum. The very next day of the meeting i.e, on 19-01-2019, Shri R. C. Oza submitted a request letter. The important points mentioned in his letter are furnished hereunder:-

- 1) The entire conspiracy against him was conspired by Shri Uday Gajakhosh, Shri Vittal Pol and the then CEO of the Cantonment Board, Shri Neeraj Jain.
- 2) His repeated request for the renewal of the lease of his shop, which were made by him through letters were misplaced.
- 3) Most importantly, the then CEO, Shri Neeraj Jain deliberately did not keep one of his request letter which was handed over by him in April, 2014 before the Board meeting held in May, 2014. Shri Neeraj Jain, then CEO, deliberately kept the elected members of the Board in dark and passed an order not to renew his lease but call for tender of my shop.
- 4) During the tender process, Shri V. S. Pol made his brother-in-law (i.e, the Husband of his own/blood sister) Shri Uday Gajakosh to participate in it. Shri V. S. Pol leaked inside information to Gajakosh and thereby rigged

the tender process against all participants, ultimately ending in the highest bid being of Shri Uday Gajakosh at Rs. 142000/- per month. This monthly rent is obnoxious, impractical and impossible. As there is no way any person can bear the rent of Rs. 142000/- per month and other expenses(Electricity, raw material, wages, etc) and earn even a minimum profit.

- 5) On the day when Shri V. S. Pol opened the bids during the tender process of his shop, Shri V. S. Pol also opened the bids for the tenders of other two shops No. 5 and 6 of the Cantonment Complex. These shops were allotted to Shri V. S. Pol's son Lakshman Pol as despite being the son of this Office Supdt. (who was in-charge of all tendering process). Subsequently, when the public and the earlier lessee os these shops not only objected but also protested against lakshaman Pol being allotted these shops. Shri Neeraj Jain, the then CEO, immediately cancelled the tenders of Shops 5 & 6 of the Cantonment Complex and immediately extended the lease of the earlier lessee.
- 6) The Cantonment Board also endeavored to see if an amicable settlement can be reached between the Cantonment Board, himself and Shri Uday Gajakosh by forming a three members committee of the elected members of the Board comprising of the Vice-President and two other members.
- 7) The committee of the Cantonment Board had issued notices to both himself and Uday Gajakosh. However, on the appointed day, only he has appeared before the Committee and explained him genuine position to them. The outcome of the committee's endeavors neither made known to me nor the Cantonment Board.

He has stated that despite his lease not being renewed and most importantly, the huge conspiracy that took place, not only against himself but also the Cantonment Board (in terms of transparency, reputation and financial loss) and the general public, he has been pauing the earlier fixed rent of Rs. 10800/- per month every month without fail to the Board. He has also obtained all the papers connected to his shop which are present in the file maintained by this office by way of applications under the Right to Information Act. In these papers, there is a recommendation of the Cantonment Board's legal advisor Shri P. S. Subiah wherein upon the receipt of a legal notice, Shri P. S. Subiah had given his opinion that an enquiry must be conducted against Shri V. S. Pol, misdeeds, malpractices, corruption and most importantly, his relation with Shri Uday Gajakosh. However, the then CEO Shri Neeraj Jain, simply issued one letter asking the same from Shri V. S. Pol, who again in a simple letter based reply denied everything. There was no enquiry conducted, even though the then CEO Shri Neeraj Jain was well aware of Shri V. S. Pol's illegal, unethical activities especially Shop No. 5 & 6 to his own son Lakshman Pol)

In his letter he has further mentioned that he has reliably learnt that the Cantonment Board is deliberating its action with respect to his shop and the lease and tender thereof. Keeping in mind the past facts events and the present circumstances with most humblest and most sincere intentions, he has presented his offers as follows:-

- 1) He had filed a case against the Board in the Court of Law which was decreed in his favour after the Cantonment Board accepted the content of the case.
- 2) He has not filed any other case or cases against the Cantonment Board before any other Court or Courts.
- 3) Even though, his lawyers keep in insisting that he should start criminal Cases against persons concerned- Shri Neeral Jain, Shri V. S. Pol and Shr Uday Gajakosh, He is not interested in any more litigations.
- 4) He has requested to put his offer before the Cantonment Board, and cancel the tender procedure that was held, as it is totally illegal from the start and there is plenty of material to show it was part of a grand conspiracy.
- 5) Kindly extend the lease from the period beginning from 01-08-2014 for a period of 5 years, so that his status changes from that of an unauthorized lessee to that of an authorized lessee.
- 6) For the period mentioned above, he has already paid Rs.10,800/- as monthly rent promptly. If the Cantonment Board decides that for this period, the rent is to increased, he is ready to abide by the decision of the Cantonment Board and I hereby undertake that I will pay the balance of the rent (after deducting the old rent already paid by him) within 3 working days from the receipt of such intimation by him.
- 7) He has requested to treat this letter also as a letter of request from him to the Board and extend the current lease (after regularization) which will expire again 31st July 2019 by another 5 years, as this request of his is within the last 6 months (from 31-07-2019). For this renewal, again he is ready and willing to pay the rent as fixed after increased by the Cantonment Board.

As decided by the Board, the matter was referred to Shri A. S. Somannavar, legal adviser vide this office letter No. Octroi Naka Building at RBS/H-19/1938 dated 28-02-2019 (P-238) along with the letter of Shri R. C. Oza dated 19-01-2019 to seek his advice. Shri A. S. Somannavar, legal adviser has examined the case thoroughly and has submitted his opinion along with objectives and conclusion vide his letter dated 15-03-2019. Contents of the his letter is furnished hereunder :-

“ Primary Objective :

The following is the primary objective on which this Legal Opinion is based on :

The Board in the Original Suit No. 903/2014 decided by the Hon'ble III Additional Civil Judge & J.M.F.C., Belagavi, has ben way of Memo, has undertaken that the Eviction of the present unauthorized occupant Shri R. C. Oza from said shop will be done by following the '*Due Process of Law*'.

The aforementioned Original Suit was filed by Shri R. C. Oza, the present unauthorized occupant of the Shop, seeking a Permanent Injunction against the Board as not to evict him without following the due process of Law. The Original Suit, based on the Memo of the Board was decreed directing the Board to follow due process of Law while evicting Shri R. C. Oza from the shop.

Considering the different parties involved in the shop and their different attempts at litigation and/or creating legal disputes, I hereby opine, advise and implore the Board to follow due process of Law, not just while evicting the present unauthorized occupant, but also while deciding the future action with respect to the shop.

Opinion about the Tender Process

The Tender Process with respect to the Shop was initiated well before the shop was initiated well before the shop's lease with Shri R. C. Oza was completed and most importantly under his possession, both before the expiry of the lease and after the expiry of the lease.

The Tender Process was held, wherein the public at large was called to participate and the public at large was assured that up on the successful completion of the bidding, the possession of the shop would be handed over to the highest bidder. The entire process of the Tender, itself is **void ab initio** meaning illegal or not valid in the eyes of the Law from the beginning. Since the Board did not have the possession of the shop at the time of the Tender Process there was no way wherein the Board could have ensured that the possession of the shop would be given to the highest bidder after the completion of the entire process.

This being the fact, it is advised that no just the requests and complaints of the highest bidder but all other aspects which arise out of the said Tender Process should not be relied upon, under any circumstances.

Opinion about Revenue Collection and Records :

The revenue demand raised by the Board is invalid and illegal as the revenue demand so raised and subsequently, shown in the revenue and other records is based on the Tender Process, which itself is invalid and illegal entirely.

It is advised that the Board should take steps to correct the revenue demand with respect to the shop as the base for the demand, i.e, the Tender Process is illegal. Further, the said demand was raised when the matter was sub-judice.

Opinion about Shri U. M. Gajakosh's complaint :

There are two complaints made by Shri U. M. Gajakosh : one to the National Commission for SCs and another made to the DG, DE, New Delhi.

In the first complaint made to the National Commission for SCs and STs, it is seen from the file that since the entire Tender Process was invalid and illegal, there is no material either in the file nor any proof is shown by Shri U. M. Gajakosh in the said Complaint that he was singled out because of his caste and deliberate injustice was meted out to him on the basis of his caste.

The tender Process was invalid and illegal entirel. From the list of bidders, it is clearly seen that many persons participated in it. The bidders belonged to different castes and religions. Since, the Tender Process was *Void ab initio*, all the bidder were effected and not just Shri U. M. Gajakosh.

In the second complaint made to the DG, DE, my opinion as to the part of alleged discrimination on the basis of caste and alleged subsequent harassment of Shri U. M. Gajakosh, is same as in the case of the first complaint.

With respect to other allegations in the Complaint, there are too many discrepancies and ambiguous actions, for which either the PD, DE, Pune and/or the DG, D.E., New Delhi, should look into and give directions for further action. With respect to various allegations by Shri. U. M. Gajakosh, he has not quoted any proof, but merely has mentioned reliable sources. Without proof, the Board, as it is, cannot take or recommend any future action on his complaint.

I advise that the certified copies of the entire file be sent to the PD, DE., SC, Pune and the DG. DE., New Delhi for further orders/directions/action.

Opinion about Committee & its Report:

The Board in earnest made attempts to resolve the trilateral (3-Party) dispute between the Board, Shri. U. M. Gajakosh and Shri. R. C. Oza by forming a Committee of three elected members of the Board to explore an amicable solution.

It is seen from the file that the Committee made efforts in this regard by calling for a meeting. The meeting was attended only by Shri. R. C. Oza and for reasons, best known to Shri. U. M. Gajakosh, he did not attend the meeting. Surprisingly, Shri. U. M. Gajakosh has not mentioned about this meeting and reasons for his not attending the same, despite receiving the notice/invitation, in both of his Complaints, especially, the second one, since it has been filed recently.

The Committee so formed was valid, even though, the matter was sub-judice, as it was only an earnest attempt to resolve the dispute amicably, which is permissible by Law. However, the recommendation of the Committee in its Report with respect to the rent of the Shop is invalid as the same is based on the bids which came forth during an invalid and illegal Tender Process.

The other observations made by the Committee in its Report throw light on different events that occurred in 2014, should be forwarded to the PD. DE, Pune and the DG. DE., New Delhi with respect to the Complaints made by Shri. U. M.Gajakosh.

Opinion about Shri. R. C. Oza's Letter:

The letter from Shri. R. C.Oza dated 19-01-2019 though self-explanatory, raises different issues. The allegations made by Shri. R. C.Oza about the Tender Process and the highest bidder being the relative of Shri. V. S. Pol, the actions of Shri. Neeraj Jain, etc., may be or may not be true, but, it is not for the Board to decide on these allegations. The same may be forwarded to the PD, DE, SC, Pune and the DG. DE., New Delhi for information/directions/orders/action.

It is a request letter wherein an unauthorised occupant has requested regularisation of his occupation of the Shop. It is for the Board to decide on the regularisation and extension. However, it is advised that the Board should follow the Law, i.e., the Cantonments Act, 2006, especially, Section 267.

Opinion about Eviction:

In your office letter dated 03-01-2019 requisitioning Legal Opinion, questions were raised as to whether the unauthorised occupant can be evicted? If yes, then how?

Yes, Eviction Proceedings can be initiated against the unauthorised occupant Shri. R. C. Oza for the said premises.

The Eviction Proceedings have to begin from the start as till date no action has been initiated against Shri. R. C.Oza under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

Though the provisions of Section 4 have to be complied with, it is absolutely necessary to ensure that there is strict compliance of the “Guidelines to Prevent Arbitrary Use of Powers to Evict Genuine Tenants from Public Premises under the Control of Public Sector Undertakings/Financial Institutions” which was numbered as Resolution No.21013/1/2000.Pol.Im dated 30th May 2002 and was published in the Gazette of India, Pt.1, S.1, dated 08-06-2002.

It is absolutely necessary that the Board pass a resolution and then, issue a Notice under Section 4 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and simultaneously, file Caveats against Shri. R. C.Oza before all the Hon’ble Courts including the Hon’ble High Court of Karnataka. Kindly take note that these Caveats need to be filed before the issuance of the Eviction Notice under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

Conclusion:

This Opinion has the following conclusions:

1. Shri.R.C.Oza is presently unauthorised occupant of the Shop.
2. Shri.R.C.Oza can be evicted from the Shop.
3. The Eviction proceedings should be in strict compliance with the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and also most importantly with the guidelines of the Government of India to prevent any arbitrary/misuse of the Act.
4. The Board must pass a resolution upon the subject wherein it should be resolved that the Eviction Proceedings should be initiated against Shri.R.C.Oza prior to issue of the Eviction Notice, to ensure strict compliance with the Law.
5. Caveats must be filed before the Hon’ble Courts including the Hon’ble High Court before the Eviction Notice is issued.

6. Certified Copies of the entire file should be forwarded to the PD, DE, SC, Pune and the DG, DE, New Delhi.
7. The Tender Process conducted in 2014 is *void ab initio*, i.e., totally illegal and invalid.
8. The Board must make corrections to the Revenue Demand and allied records as the Demand is based on illegal and invalid Tender Process and also raised when the matter was sub-judice.
9. The Board must follow the Law i.e., the Section 267 of the Cantonments Act, 2006 while deciding upon the request of the present Unauthorised Occupant. ”

In this regard it is stated that Shri R. C. Oza is paying the damage charges @ old rates of Rs. 10825/- per month regularly. However as per the demand raised based on the tender amount i.e, Rs. 142000/- per month, a sum of Rs. 73,41,907/- is outstanding upto the period ending 31-03-2019.

Matter is brought before the Board for their consideration and to take suitable decision.

17. UNAUTHORIZED CONSTRUCTION : ISSUE OF NOTICE UNDER SECTION 248 (1) OF THE CANTONMENTS ACT, 2006 : HESCOM SY. NO.299-A BELGAUM CANTONMENT.

To consider the issue of notice under Section 248 (1) of the Cantonments Act, 2006 to the Executive Engineer (Ele) O&M Urban Division, HESCOM, Belgaum Cantonment calling upon him to stop and demolish the unauthorized construction of 33/11 kv Control Room Building being carried on open space inside the premises of GLR Sy. No. 299-A Belgaum Cantonment.

HESCOM building bearing Sy. No. 299-A Belgaum Cantonment is classified as B-3, held on lease in Sch. VI of CLAR1925, and is situated outside Notified Civil Area of Belgaum Cantonment. The details of the unauthorized construction being carried out are as under:-

Details of unauthorized construction (Eastern side of Revenue Section)

Erecting RCC framed Building over an area measuring 19.05mx8.00m = 152.40 Sq.,mtrs. The work of RCC columns of 15Nos. of 0.23 mx 0.45m size is in progress. The work of superstructure of brick masonry in cement mortar of 0.23m thick brick walls in cement mortar is in progress.

The show cause notice was issued to the Executive Engineer (Ele) on 06/03/2019. In reply thereto, he has submitted a reply on 22/03/2019 requesting to grant the permission.

They have also resubmitted the Building application on 16/04/2019 for construction of Control Room Building. The dimensions of the building under construction shown in the Building application does not tally with the actual measurements on site.

The concerned file and letters are placed on the table.

The Board may consider the issue of issue of notice and resolve accordingly.

18. PERMISSION FOR RE-CONSTRUCTON OF COMPOUND WALL IN B.C. NO. 188, BELGAUM CANTONMENT

To consider the letter No. 170/BET-HO/2018-19 letter dt. 11/03/2019 received from Secretary, Bharatesh Education Trust B. C. No. 188, Dharwad Road, Belgaum for carrying out reconstruction of compound wall (80 feet length). The said wall is in a very precarious condition and also risking the lives of school children. The applicant wants to reconstruct the existing dilapidated western and southern side portion of compound wall.

The compound wall is existing on G.L.R.Sy.no.327/1, classified as B-2 land situated Outside Notified Civil Area of Belgaum Cantonment.

The concerned letter along with the A.E's report placed are placed on the table.

19. CONSTRUCTION OF “ PROVIDING PARKING FOR PRIVATE BUSES IN RAILWAY BUS STAND AREA OPPOSITE TO RAILWAY STATION BEARING G.L.R. Sy.No.299-B,IN BELGAUM CANTONMENT.

To consider the letter No. BSCL/Private/Bus Parking/2018-19 dt. 05/04/2019,along with Detailed Project Report, Memorandum of understanding received from the Executive Engineer Belagavi Smart City Limited for the project of “ Providing parking for private buses at Cantonment Property i.e. Railway Bus Stand area opposite to Railway Station in Belgaum City.” The BSCL(Belgavi Smart City Limited) will develop the existing Railway Bus Stand bearing G.L.R. Sy.No.299-B with their own expenses consisting of following facilities :-

Sl.No.	Name of items
01	Central Bus bays for halting of 7 Nos. of Government buses and 5 Nos. of Private buses at one time.
02.	8.0m wide platform for passengers with proper seating arrangement.
03.	Passenger platform covered by designed tensile roof supported on MS structure.
04.	Ticket counters and ticket office will also be provided in the central bay for the convenience of passengers.
05.	Space for parking of mini LCVs near exist area.
06.	Space for two-wheeler stand near exit area.
07.	Bollards will be provided in front of existing shops towards the road side for boarding of passengers.
08.	12 nos. of new shops of area 6.25 Sqm. each will be provided inside the premises.
09.	Crossings will be developed at two locations, to connect the central bay and outer bay.
10.	Bituminous concrete (BC) of required thickness will be laid over the existing bituminous road.

The revenues derived from the bus terminal cum shops after deducting expenses will be shared with the BSCL by the Cantonment Board in the ratio of 70:30. The Memorandum of understanding will be in force for a period of 30 years from the date of its signing or twenty eight years from the issue of Completion certificate for Modern Bus terminal cum shops/commercial whichever is later unless reduced or extended with the consent of both the parties of the MOU.

The site in question bearing G.LR.Sy.No.299-B is classified as 'C' land measuring 1.37 acres situated Outside Notified Civil Area of Belgaum Cantonment. The Board may go through the MOU, DPR and resolve accordingly. The draft MOU, DPR are placed on the table.

20. PAYMENT OF FINAL BILLS OF CONTRACTOR :

To consider the payment of final bills of contractors who have carried out the maintenance works during the year 2017-18 and 2018-2019..

1) Name of Contract : **Term Contract for maintenance of Cantonment fund building, \group toilets. School, staff quarters dustbins, parks, etc for the year 2017-2018.**

Sl.No.	Name of work	Final Bill amount to be paid in Rs.	Name of Contractor
1.	Provision of Galvolum Sheet for Additional store room in the Office compound	Rs. 74,854.00	Dhanashree Enterprises
2.	S&F Chainlink fencing for open ground beside fish Market bearing GLR Sy. No. 251/6	Rs. 19,550.00	Dhanashree Enterprises
3.	S&F fencing to open Govt. land near old Mochi Lane Toilet blocks bearing GLR Sy. No. 251/6, Belgaum Cantonment	Rs. 14,330.00	Dhanashree Enterprises

AE/ Actt. report is placed on the table.

2) Name of Contract : **S&F concrete interlocking paver blocks on footpath, street sides & open spaces such as Fort Area. etc. of Belgaum Cantonment for the year 2017-2018.**

Sl.No.	Name of work	Final Bill amount to be paid in Rs.	Name of Contractor
1.	S&F Paving on Sy. No. 270 for parking on south side of Cantonment Office south Telegraph Road	Rs. 77,720.00	Tushar V Tashildar

AE/ Actt. report is placed on the table.

3) Name of Contract : Term Contract for maintenance of Cantonment fund Asphalt Roads by way of SDBC, BM etc. for the year 2017-2018.

Sl.No.	Name of work	Final Bill amount to be paid in Rs.	Name of Contractor
1.	Filling of potholes in Thimayya Road, Ramghat Road, Independence Road & Other Roads in Cantonment Area.	Rs. 1,17,430.00	Vijay A Dhamnekar

AE/ Actt. report is placed on the table.

21. PAYMENT OF MONTHLY PROFESSIONAL FEES TO SHRI. APOORVA SHIVAJAT SOMANNAVAR, LEGAL ADVISER, CANTONMENT BOARD, BELGAUM.

Ref: 1) CBR No. 9 Dated 26-02-2018.
2) CBR No. 10 Dated 30-11-2018.

To consider the letter dated 01-01-2019 received from Shri. Apoorva Shivajat Somannavar, Advocate & temporarily Legal Advisor, Cantonment Board, Belgaum for payment of his legal fees based on the fixed charges i.e. monthly retainer fee of Rs.30,000/- as professional fee payable to him on a fixed date of each month as decided by the Board. The retainer fee shall cover all the services provided by him in all types of litigations, rendering Legal opinions, drafting services etc.

Shri. Apporva Shivajat Somannavar, Advocate was appointed on 30/10/2018 as the Legal Adviser to Cantonment Board, Belgaum temporarily to contest the cases on behalf of Cantonment Board, Belgaum in the Lower Courts of Belgaum.

As per CBR No 9 dt 26/02/2018, Circular Agenda dt. 30-10-2018, the Board had agreed to pay the legal fees to him in accordance with the Central Govt notification No. 26(I)2014 Judl. Govt of India, Ministry of Law & Justice, Dept. of Legal Affairs dated 01-10-2015. The fees payable to the Legal Advisor as per this circular are more than Rs.30,000/- per month. Hence it is advised that he may be paid fixed charges of Rs. 30,000/- per month.

The Board may consider the issue and decide accordingly.

AE's report is placed on the table.

22. EXTENSION OF CONTRACTS AND ONGOING INCOMPLETE WORKS AND REVALIDATION OF UNEXECUTED WORKS.

The tenders for Terms Contracts and other contracts for executing various public works during the year 2018-2019 were approved by the Board. A number of estimates of public maintenance works were also approved by the Board in different meetings, for execution during the year 2018-2019. Most of the Public works approved by the Board have been completed, however, there are a few works which remained incomplete and it is not possible to complete them by 31/03/2019. There are few works which could not be commenced due to lack of time, budgetary limitations, financial position, decisions of the board etc.

To consider the matter of extending the various Terms Contracts and other contracts for the year 2018-2019, during the year 2019-2020 up to August 2019, since few works will not be completed by 31/03/2019 due to paucity of time/budget limitations, and also keeping in view that the contract period of one year has not elapsed yet.

Also to consider revalidating those approved works which could not be commenced during the year 2018-2019. The details of the works are given below.

The list of on-going works for which work orders were issued :

A. TERMS CONTRACT FOR MAINTENANCE OF CANTONMENT FUND BUILDINGS, GROUP TOILETS, SCHOOL STAFF QUARTERS ETC.

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
01.	Painting to Safaiwala Qtrs. Situated on Old Post Office Road, Picket Road, office Compound.	Dhanashree Enterprises	Rs. 10,00,000.00
02	Repairs to Fallen portion of Compound wall of Hospital Building and Qtrs. (Southern side facing Head Post Office Road S	Dhanashree Enterprises	Rs, 1,90,000.00
03	Repairs to Hospital Building by way of water Proofing on the slab and painting etc.	Dhanashree Enterprises	Rs. 16,50,000.00

B. Landscaping by way of hardscaping (Civil works), Softscaping (gardening work of South Telegraph Road, Belgaum Cantonment.

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
01.	Term Contract for maintenance of Landscaping to Side berms of Thimmayya Road, Belgaum Cantonment	Arif H Bagawan	Rs. 10,38,000.00

C. Term Contract for maintenance of Cantonment Fund sharquat Park Sy. No. 120, Belgaum Cantonment

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
07.	Term Contract for maintenance of Cantonment Fund sharquat Park Sy. No. 120, Belgaum Cantonment	S.S. Awate	Rs. 5,45,496.00 (Rs. 45,458 per Month x12)

D. **Term contract for maintenance of Cantonment fund garden such as Triangular garden on old Post Office Road GLR 251/6, near Valmiki Mandir, fort 341 Independence Road 214 Belgaum Cantonment.**

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
08.	Term contract for maintenance of Cantonment fund garden such as Triangular garden on old Post Office Road GLR 251/6, near Valmiki Mandir, fort 341 Independence Road 214 Belgaum Cantonment	S.S. Awate	Rs. 2,99,820.00

E. **Landscaping by way of Hardscaping (Civil work) softscaping (Gardening work) of south Telegraph Road, Belgaum Cantonment.**

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
01	Landscaping by way of Hardscaping (Civil work) softscaping (Gardening work) of south Telegraph Road, Belgaum Cantonment	Arif H Bagawan	Rs. 49,99,429.00

F. **Term contract for maintenance of street Light by way of one Time replacement of existing fixtures. Box, power contractor MCCB fuse in times Box in Cantonment area.**

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
01.	Term contract for maintenance of street Light by way of one Time replacement of existing fixtures. Box, power contractor MCCB fuse in times Box in Cantonment area	Narayan Electrical	Rs. 2,05,000.00
02.	Term contract for maintenance of street light by way of one timer replacement of watches in timer in Cantonment area	Vijay Electricals	Rs. 1,08,800.00

H. **Replacement/Repairs to water supply pipeline of sumps storage reservoir & pressure filter of fort area. Cantonment Board Belgaum.**

Sl.No.	Name of the work	Name of approved Contractor	Work order Amount to be paid in Rs.
03.	Replacement/Repairs to water supply pipeline of sumps storage reservoir & pressure filter of fort area. Cantonment Board Belgaum	Shivkashi Constructions	Rs. 60,17,015.00

II. The list of works which were approved but work Order could not be issued.

A. Term contract for repairs to Cantonment fund Open drains culverts, cross drains, manhole slabs, concreting at various places, etc.

Sl.No.	Name of the work	Name of approved Contractor and percentage quoted 72%above MES SSR 2010	Work order Amount to be paid in Rs.
02.	Repairs to open drain by RCC of St. Anthony Street (from Market Street ,Church Street along 57, Madras 'A' Street	S.N. Atiwadkar	8,82,000.00
03.	Repairs to open drain by way of RCC of Kondappa Street from Church Street to Market Street (Both side)	S.N. Atiwadkar	19,27,000.00
04.	Repairs to open drain by RCC at New Mochi Line	S.N. Atiwadkar	2,36,000.00

B. Term contract for maintenance of electrical works of Cantonment Fund building, Street light cables for poles of roads etc.

Sl.No.	Name of the work	Name of approved Contractor and percentage quoted 75.99% above MES SSR 2010	Work order Amount to be paid in Rs.
01.	Supply and fixing internal Electrification to Cantonment Board General Hospital Building	Vijay Electricals	30,35,000.00

The concerned papers are placed on the table.

23. CONSTRUCTION OF ETP AT SLAUGHTER HOUSE.

To consider the letter No. GE/CBB/206/2018-19 dt. 14/03/2019 letter received from Global Enviors PL-6A-9/11, Sector-14, Khanda Colony, New Panvel (w), Navi Mumbai, to give the clearance to start the work of construction of ETP at Slaughter House of the Belgaum Cantonment. He has also applied for extension of time to complete the work with price escalation. The work order amounting to Rs.41,29,383.00 was given to the Global Enviors on 12/07/2017. The date of completion for the same work was 11/01/2018. The work was not started due to directions of President Cantonment Board to shift the existing Slaughter House ,as resolved vide C.B.R. No.3dt 06/06/2018. The Board may take action to cancel the work awarded to Global Enviors since the time granted to the contractor is over and he is requesting for escalation of the cost. As per tender conditions, the escalation clause is not mentioned. The Board may consider the issue and take necessary action in the matter.

24. EXTENSION OF ADVERTISING SPACE ON GANTRIES CONSTRUCTED ON BOT BASIS :

To consider the application dt 24/04/2019 received from Cosmos Advertising agency to extend the period for further period of 5 years of advertising rights on the gantries constructed by them at following places:-

- 1) Gogate circle, Station Road
- 2) Opposite Central Bus Stand

As per MOU (Memorandum of Understanding) on 14/05/2008 executed between Cantonment Board Belgaum and M/s. Cosmos Advertising agency , the advertising rights of 75% space of above gantries were granted to M/s. Cosmos Advertising agency for the period of 5 years initially. The 25% of the space of above gantries is being utilized by the Cantonment Board for route indicators. The same was approved in C.B.R.11 dt.27/11/2007. After the expiry of 5 years the matter was referred to the Cantonment Board meeting. The Board considered the issue and approved the extension of advertising rights on the gantries constructed by them for further period of 5 years w.e.f.05/04/2014. This period is expired on 04/04/2019. Now the applicant has requested for extension of period of 5 years of advertising rights on above mentioned Gantries w.e.f. 05/04/2019. The party was asked to handover the vacant possession of Gantries on 26/04/2019 , vide this office letter No.10/Land/Adv/69 dt 12/04/2019. However,the party has not handed over the possession of the above mentioned gantries whereas they have applied for further extension of 5 years . As per condition no . 9 of above referred MOU , any dispute in this regard should be set right amicably on the terms of conditions for which both parties should be agreeable. If the parties are not agreeable then the decision of Cantonment Board as per terms and conditions is final. Presently, M/s. Cosmos Advertising agency is paying Rs. 1,87,427.00 per year towards licence fee and advertisement tax which is being enhanced 10% every year. The party has erected the gantries measuring 88ft wide and 8feet height on Gogate Circle, and 77ft wide and 8ft height opp Central Bus stand. The party is paying the licence fee and advertisement tax regularly.

The detailed report of A.E. and R.S. along with the concerned papers are placed on the table. The Board may consider the issue and take further action in the matter.

25. **NO OBJECTION CERTIFICATE FOR ROAD CUTTING FOR UNDERGROUND CABLES LAYING AND DIGGING FOR FOUNDATION WORK FOR COMMISSIONING OF TRAFFIC SIGNALS IN BELGAUM CANTONMENT.**

To consider the letter No. BSCL/Traffic-Signal/2019-20/219 dt. 13/05/2019 received from Executive Engineer Belagavi Smart City Limited for seeking no objection certificate for road cutting for underground cables laying and digging for foundation work for commissioning of traffic signals in Belgavi cantonment at following places:-

- 1) Triveni Circle Fort (PWD Road)
- 2) Globe Circle (PWD Road and C.F. Independence Road)
- 3) Hindalga Ganapathi Mandir (PWD Road)

On above places, Belgavi Smart City Limited intends to install traffic signals to Implement an Intelligent Traffic Management System under the project of Establishment of Integrated Command and Control Centre.

The Board may grant the permission to cut the above roads with the conditions that after cutting the above roads, Belgavi Smart City Limited will restore them to its original position , they will not damage the water supply lines and drainage lines, cables etc.

A. E's report along with the concerned letter are placed on the table.

26. PERMISSION FOR MINOR REPAIRS OF MAIN BUNGALOW OF B.C.NO. 51, RAJENDRA SINGHJI ROAD, BELGAUM. CANTONMENT.

To consider the letter dt. 08/04/2019, received from Shri. Shahid M Memon, B.C. No. 51, Rajendra Singhji Road, Belgaum Cantonment for carrying out minor repairs of main bungalow. He has requested for granting permission for repairs to roof as the white ants have eaten and damaged the same. He has also requested permission for plastering of walls.

The site in question is GLR Sy. No. 205 classified as 'B3' land held on old grant terms by Mr Mohamed Hasham Abdul Rahiman Sait.

A. E's report is placed on the table.

The Board may consider the issue and resolve accordingly.

27. REVIEW OF BOUNDARY AREA OF CIVIL AREA OF BELGAUM CANTONMENT

Ref:- CBR No.9 dt 29/08/2018.

As per above referred CBR, the President, Cantonment Board, Belgaum vide his letter dt.04/11/2018 has reconstituted the Committee consisting of following members for ground verification and to submit the report to include Bungalow and pieces of land which are required to be included in Civil area:-

- a) Garrison Engineer
- b) One of the Elected Member of Cantonment Board to be nominated by VP
- c) Assistant Engineer, Cantonment Board
- d) Adm Commandant.

The Committee members along with the CEO Cantonment Board, Belgaum assembled in the Cantonment Board office on 27/11/2018 at 1100 hrs and submitted their report. The report submitted by the Review Committee along with the file are placed on the table.

The Board may consider the issue and take further action in the matter.

28. RENEWAL OF LEASE OF PETROL PUMP OF INDIAN OIL CORPORATION LTD. BEARING GLR SY. NO. 251/891-A AND 251/4(PART), BELGAUM CANTONMENT.

To consider the letter dt. 23/06/2017 received from the Chief Divisional Retail Sales Manager, Indian Oil Corporation Limited, Belgaum for renewal of lease of Petrol Pump measuring 1728 Sq.ft. existing on GLR Sy. No. 251/891-A & 251/4 (Part) on Khanapur Road, Belgaum Cantonment w.e.f. 01/10/2018 to 30/09/2021 for further period of 5 years. The lease granted to Indian Oil Corporation Ltd. vide DGDE letter No. 18/117/L/L&C/66/Vol.-III/FMS dated 04/01/2017 has expired on 30/09/2016.

The PD DE SC Pune vide their letter No. 9465/DE/SC/L/Petrol Pumps/V dated 25/01/2018 has directed to forward a fresh proposal for renewal of expired lease of oil companies for setting up retail outlets for two years. The proposal for renewal of lease has been forwarded to the higher authorities vide this office letter no.9/LND/251/891-A/486 dt01/10/2018 for renewal of expired lease from 01.10.2016 to 30/09/2018 as per DGDE letter No. 748/01/L/DE/05/Policy/Petrol Pumps dated 23/01/2018. The matter is pending in DGDE , New Delhi office.Now the proposal for renewal of lease for further period of two years has to be forwarded to the higher authorities that is from 01.10.2018 to 30.09.2020. The Board may consider the issue and take further necessary action in the matter.

There is no encroachment on Govt. Land, unauthorised construction, sub-division of site and change of purpose.

The AE's report and concerned file are placed on the table.

29. BELGAUM CANTONMENT: RENEWAL OF EXPIRED LEASE IN RESPECT OF SY. NO. 251/518, BEARING HOUSE NO. 57, MADRAS 'A' STREET, BELGAUM CANTONMENT.

As per the records of this office, the land of GLR Sy. No. 251/518, total admeasuring 818 Sqft, described as House No. 57, Madras 'A' Street, was initially leased to Shri. Dadu Shankar Lal Beg for a term of 30 years w.e.f. 11/05/1955 in Schedule VIII of Cantonments Land Administration Rules, 1937, for the purpose of a dwelling house, on payment of a yearly rent of Rs. 12/-. The lease was executed on 28/09/1955 and registered on 15/12/1955 in the office of the Sub-Registrar, Belgaum at No. 2394 on 1955 of Add Book No. I Vol No. 113 of Pages 185-186. The first term of 30 years lease period expired on 10/05/1985 and the second lease term of 30 years has also expired on 10/05/2015.

As per G.L.R. records, bearing GLR Sy. No. 251/518 measuring 818 Sqft. is standing in the name of Shri. Dadu Shankar Lalbeg. The recorded lessee has expired. The legal heir of the lessee vide her letter dated 19-12-2015 has applied for renewal of further period of lease.

There exists Encroachment on Govt. Land. The case is pending in High court for deciding lease hold rights. There is no unauthorized construction, change of purpose,subdivision of site existing on site.

The Govt. of India, Ministry of Defence vide their letter No.11013/2016/D(Lands) dt 10/03/2017 and 31/12/2018 has formulated the policy for the Leases of Cantonment codes 1899 & 1912 and CLAR 1925 & 1927. These leases will be renewed for further period of 30 years subject to certain conditions i.e. The breach of lease conditions shall not be condoned by the Committee and each case shall be referred to the DGDE for orders or for submission of case to Ministry of Defence:

(a) If the adjoining land has been encroached upon by the lessee – The case of encroached land shall continue to be dealt with for eviction under the provisions of PPE Act, 1971 while the proposal for renewal of lease to the extent of authorized leased area only should be processed. A separate proposal shall be moved by the Cantt. Board, as per extent policy, for leasing out/ outright sale of the adjoining area, if the same cannot be put to an independent municipal or public use, for obtaining suitable Govt order/ Cabinet approval.

(b) If there are unauthorized constructions in the leased site which are not within the provisions of the building bye-laws and cannot be compounded.

The proposal for determination of lease was earlier forwarded vide this office letter no.H.No.57/Madras 'A' street/574 dt 29/11/2018. The PDDE SC Pune vide their letter No. 16517/ DE/SC/L/CB/ Belgaum/I dt 05/04/2019 has directed to reconsider the case for renewal of lease based on the above referred policies.

AE's report is placed on the table. The Board may consider the matter & resolve accordingly.

30. BELGAUM CANTONMENT : RENEWAL OF EXPIRED LEASE IN RESPECT OF SY. NO. 251/728- A BEARING HOUSE NO. 08, MUTTON BUTCHER STREET, BELGAUM CANTONMENT.

As per the records of this office, the land of GLR Sy. No. 251/728-A, total admeasuring 737.50 Sqft, described as House No. 08, Mutton Butcher Street, was initially leased to Shri R.R. Marker for a term of 30 years w.e.f. 01/10/1937 in Schedule VI of Cantonments Land Administration Rules, 1925, for the purpose of a Dwelling house. The lease was executed on 25/09/1937 and registered on 29/10/1937 in the office of the Sub-Registrar, Belgaum at No.2831 of Additional Book No.1, Vol No.58, pages 66-67.

On expiry of the initial lease term, the renewal of the lease was sanctioned by HQs Southern Command vide their letter No. 9577/DCA/DLC dated 04/12/1984, in Schedule IV of the CLA Rules, 1937 for a further term of 30 years w.e.f. 01/10/1967 on payment of enhanced lease rent of Rs.7=50 per annum. However, the renewed lease deed has not been executed by the recorded lessees/their legal heirs or assigns till date despite several requests by this office. Therefore, the lease of the said land has not been renewed since 01/10/1967 and the second term of 30 years has also expired on 30/9/1997.

As per G.L.R. records, bearing GLR Sy. No. 251/728-A measuring 737.50 Sqft. is standing in the names of (1) (i) Shri Sayad Usman Sayad Abbas (ii) Shri Allabax Sayad Sayad Abbas, and (2) Smt. Jaibunnisa Ameerudin Soudagar. The lessee has executed a sale deed without prior permission by way of sub-division of site. The purchasers vide their letters dt. 13/10/2014, 20/02/2017 and 25/03/2017 have applied for renewal of further period of lease.

There exists sub-division of site, transfer of shares without written permission/intimation to Cantonment Board office . There exists Encroachment on Govt. Land.

The Govt. of India, Ministry of Defence vide their letter No.11013/2016/D(Lands) dt:10/03/2017 and 31/12/2018 has formulated the policy for the Leases of Cantonment codes 1899 & 1912 and CLAR 1925 & 1927. These leases will be renewed for further period of lease subject to certain conditions i.e. The breach of lease conditions shall not be condoned by the Committee and each case shall be referred to the DGDE for orders or for submission of case to Ministry of Defence:-

- a) If the adjoining land has been encroached upon by the lessee – The case of encroached land shall continue to be dealt with for eviction under the provisions of PPE Act, 1971 while the proposal for renewal of lease to the extent of authorized leased area only should be processed. A separate proposal shall be moved by the Cantt. Board, as per extent policy, for leasing out/ outright sale of the adjoining area, if the same cannot be put to an independent municipal or public use, for obtaining suitable Govt order/ Cabinet approval.
- b) If there are unauthorized constructions in the leased site which are not within the provisions of the building bye-laws and cannot be compounded.

The compounding of following breaches will be permissible –

- (a) Transfer, sub lease or assignment of leasehold rights to individual as also society without prior permission of the Cantonment Board/DEO as is required under the CLAR leases.
- (b) Transfer, sub lease or assignment of leasehold rights without intimation to the Cantt Board/DEO/Competent authority as is required under the Cantonment Code or CLAR leases.

The proposal for determination of lease was earlier forwarded vide this office letter no.H.No.8/ Mutton Butcher street/569 dt 29/11/2018. The PD DE SC Pune vide their letter No. 16196/SC/L/CB/ Belgaum/I dt 05/04/2019 has directed to reconsider the case for renewal of lease based on the above referred policies.

AE's report is placed on the table. The Board may consider the matter & resolve accordingly.

31. COMPLETION CERTIFICATE OF MAIN BUNGALOW OF B C NO. 62, BELGAUM CANTONMENT.

To consider the letter dt. 11/04/2019 received from the Manager Administration, Ashok Iron Works Pvt Ltd for issue of Completion Certificate for the work of Reerection of Main Bungalow of BC No 62, Belgaum Cantonment ,for which building permission was granted vide this office letter No. BC No. 62/256 dt.01/06/2016 as per approval of the Cantonment Board in CBR No.12 dt .31/05/2016. As per letter dt.22/08/2016, received from Manager Administration, Ashok Iron Works Pvt Ltd, the reconstruction of Main Bungalow was commenced on 23/08/2016. The plinth level completion certificate was issued vide this office letter No. BC No.62/1416 dt 25/01/2017. The extension period of one year to complete the on going construction was granted to the HOR vide this office letter No. BC No 62/381 dt 20/07/2017 as per

approval of the Cantonment Board in CBR No.17 dt 14/07/2017. The extension period of another one year to complete the on going construction was granted to the HOR vide this office letter No. BC No 62/863 dt 28/08/2018 as per approval of the Cantonment Board in CBR No.10 dt 30/07/2018. As per this letter, the work of Reerection of Main Bungalow of BC No 62 is to completed on or before 22/08/2019. The site in question was inspected by the CEO along with the A.E. of this office on 21/ 05/2019 and found that interior work is in progress. The reconstruction of Main Bungalow is as per sanctioned plan.

The Board may consider the request of the applicant for issue of Building Completion certificate as per section 242 of the CA 2006.

A.E's report along with the concerned file are placed on the table.

32. EXTENSION OF THE LEASE HOLD RIGHTS IN RESPECT OF SHOP NOS. A-1 TO A-34 AT OLD HALTING GROUND SITUATED ON GLR SY. NO. 328, BELGAUM CANTONMENT.

To consider joint representation dated 23-11-2017 and 09-08-2018 received from the unauthorized occupant of Shop No. A-1 to A-34 at Old Halting Ground, Belgaum Cantonment.

Also to consider letter No. 8113/Shops/Begaum/DE dated 15-03-2019 received from the Dte, DE, SC, Pune. They have intimated that the Board has proposed to grant the right to occupy the stalls by private treaty instead of by auction as required under Section 267(1) of the Cantonment Act 2006. Moreover, the Board has not furnished any reasons why the rights to occupy of 15 (E-1 to E-15) stalls cannot be transferred by public auction. The Board merely appears to have taken up the request of the shop occupants and no efforts seems to have been made to dispose off the rights by public auction. In the para No. 5 of the said letter, the Dte., DE, SC, Pune has mentioned that the Board has disposed off the lease hold rights of shop Nos. E-16 to E-30 by calling tenders for a period of 5 years w.e.f. 01-01-2016 to 31-12-2020. In this regard they have also asked clarifications that why the 35 Shops (A-1 to A-34) Shops at Old Halting Ground, 49 Shops (B-1 to D-47) and 15 shops (E-1 to E-15) have not been auctioned in a similar manner. The copy of the said letter is placed on the table.

The matter of extension of the lease hold rights in respect of above said Cantonment Fund Shops had been referred to the Cantonment Board for their consideration. The Board considered the matter and also discussed the feasibility of disposing these 34 shops by Public Auction. In accordance with the existing Rule position and the PD, DE, SC, Pune letter No. 8113/C/VI/DE dated 04-04-2014, the Board vide its CBR No. 7 dated **20-12-2016** has recommended to regularize the unauthorized occupation in respect of the above mentioned shops i.e, A-1 to A-34 w.e.f. 1-04-2016 to 30-11-2016 with the prior sanction of the GOC-in-C, SC, Pune with

enhancement of monthly fees by 20% from the date of expiry of lease i.e, 01-04-2016 and also recommended to renew the the lease hold rights of the aforesaid 34 shops for a period of one year w.e.f. 01-12-2016 to 30-11-2017. Further it was resolved that the monthly fees will be enhanced by 20% w.e.f. 1-04-2017 over the last rent as on 31-03-2017. As per the Board resolution a proposal has been forwarded to the GOC-in-C, SC, Pune vide this office letter No. 13/REV/Halting Ground/290 dated 08-02-2017 to obtain sanction. However the sanction has not been received till date.

Before expiry of the lease period the unauthorized occupant vide this office letter No. 13/REV/Halting Ground Shops/927 dated 09-11-2017 has been directed to handover the vacate possession of the premises peacefully to the Revenue Supdt. of this office on 30-11-2017.

In response the unauthorized occupants vide their joint representation as referred above has requested to renew the lease hold rights for another period of 10 years for the reasons stated therein.

Details of present occupiers of the shops and present damage charges are as under:-

S.No.	Shop No.	Name of the unauthorized occupant	Area (in Sq.ft)	Usage of the shop	Present monthly damage charges (Rs.)	Remarks
1.	A1	Shri. Mohammed Ashraf Y. Mujawar	406.19	Old spare parts and car accessories	2047=00	
2.	A2	Shri. Rehbar Sait	406.19	Godown	2047=00	
3.	A3	Shri. N.A. Pathan	416.95	Hardware	2101=00	<i>Shri N. A. Pathan has expired and his wife Maimunissa Pathan has requested to renew the lease in her name</i>
4.	A4	Shri. I.I. Naikwadi	352.5	Spare part of two wheeler and four wheeler	1777=00	
5.	A5	Shri. N.S. Angolkar	508.52	Hardware machinery	2563=00	<i>Shri N. S. Angolkar has expired and his wife Smt. Zubedabegum Angolkar has requested to renew the lease in her name</i>

6.	A6	Shri. Mohd RH. Peerjade	364.77	sale of car accessories	1838=00	
7.	A7	Shri.Mohammad Iqbal S. Angolkar	112.33	Sale of old spare part	1016=00	
8.	A8	Smt. J.I. Balekundri	118.58	Spare parts	1063=00	<i>The unauthorized occupant has not signed the joint representation.</i>
9.	A9	Shri. M.I. Patel	161.18	Vulcanizing Shop and sale of old tyres	1063=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
10.	A10	Shri.Fayazahmad & Aizazahmed F. Jamadar	176.25	Sale of car accessories	1208=00	<i>Out of two only one unauthorized occupant has signed the joint representation</i>
11.	A11	Shri. I. I. Kittur	236.5	Sale of spare parts	1193=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
12.	A12	Shri. Noorahmad Mohd.U.Kacchi	311.72	Old spare parts	1571=00	<i>Shri N. U. Kachi is expired and one of the legal heir has signed the representation</i>
13.	A13	Shri. Z.M. Soudagar	271.15	Old spare parts	1367=00	
14.	A14	Shri. V.H. Kankanwadi	245.54	Sale of oil	1237=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
15.	A15	Shri. M.G. Peerjade	245.54	Sale of car accessories	1237=00	
16.	A16	Shri. Reyez Ahmed Shamsuddin Patwegar	263.73	-do-	1330=00	
17.	A17	Shri. Amirsab Hasansab Balekundri	250	Old spare parts	1468=00	

18.	A18	Shri. Fayazkhan Nazirkhan Pathan	245.22	Car accessories	1236=00	
19.	A19	S/Shri M. R. Pathan, N.R. Pathan, J. R. Pathan	413.29	Automobiles	2083=00	
20.	A20	Shri. Najamoddin Maktumhussain Mokashi	250	Sale of old tyres	1260=00	
21.	A21	Shri. Hayat Gous Saheb Jamadar	254.15	Car Accessories	1282=00	
22.	A22	Shri. G.D. Hanamshet	380.04	-do-	1915=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
23.	A23	Shri. Suhail Ahmed Riyaz Ahmed Patwegar	444.28	-do-	2239=00	
24.	A23A	Shri. Nadeem Babalal Basapuri	444.28	Spare parts	2239=00	
25.	A24&25	Shri. M.A. Mulla	474.51	Sale of old spare parts	2392=00	
26.	A26	Shri. M.L.Sadawar	510.23	-do-	1387=00	
27.	A27	Shri. Janardan L Sadawar & Vasant L. Sadawar	424.48	Hardware	2140=00	
28.	A28	Shri. M.I. Pathan	305.58	Garrage and spare parts	1541=00	
29.	A29	Shri. C.Y. Nalage	202.39	Sale of tyres	1526=00	
30.	A30	Shri. N.D. Khandekar	384.13	Garrage	1936=00	

31.	A31	Shri. J.M. Pathan	234.89	Old motor parts	1183=00	
32.	A32	Smt. Jaitunbi K. Bukhari, Through : Shri Mohiddin A. Shaikhsurab	236.38	Sale of old spare parts	1190=00	
33.	A33	Shri. S.M. Soudagar	265.44	Two wheeler spare parts	1338=00	
34.	A34	Shri. Mohiddin Khan SK. Soudagar	144.29	Old Spare parts	1063=00	<i>Signature is not tallying with the present unauthorised occupant's sign.</i>

The lease hold rights of the above said shops have expired on 30-11-2017. Since 01-12-2017 the occupants are in unauthorised occupation. It is also noticed that signature of the present occupiers are not tallying with the signature of the erstwhile occupiers. It is also learnt that some of the erstwhile occupiers have expired and the present occupiers have signed the joint representation. Details are mentioned in the remark column of such cases.

The Board may consider and resolve accordingly.

Report of Rev. Supdt. along with relevant documents are placed on the table.

33. PERMISSION REQUIRED FOR LANDSCAPING WORKS TO BE CARRIED OUT AT B.C.NO. 62 R.S. NO. 199, CAMP, BELGAUM.

To consider the letter No. AIW/BCB/005/2019-20 dt. 18/04/2019 received from the Manager Administration, Ashok Iron Works Pvt Ltd for granting permission for landscaping works inside B.C. No. 62 as per drawing submitted by him. The applicant wants to plant trees, provide lawn as per drawing.

34. REGARDING RENEWAL OF LEASE HOLD RIGHTS IN RESPECT OF CANTONMENT BOARD 49 SHOP NOS. B-1 TO B-26, C-1 TO C-12, D-37 TO D-47 AT NEW HALTING GROUND SITUATED ON GLR SY. NO. 328, BELGAUM CANTONMENT

Ref : CBR No. 14 dated 21-02-2017 & CBR No. 15 dated 28-03-2017.

To consider letter No. 8113/Shops/Begaum/DE dated 15-03-2019 wherein the Dte, DE, SC, Pune has intimated that the Board has proposed to grant the right to occupy the stalls by private treaty instead of by auction as required under Section 267(1) of the Cantonment Act 2006. Moreover, the Board has not furnished any reasons why the rights to occupy of 15 (E-1 to E-15) stalls cannot be transferred by public auction. The Board merely appears to have taken up the request of the shop occupants and no efforts seems to have been made to dispose off the rights by public auction. In the para No. 5 of the said letter, the Dte., DE, SC, Pune has mentioned that the Board has disposed off the lease hold rights of shop Nos. E-16 to E-30 by calling tenders for a period of 5 years w.e.f. 01-01-2016 to 31-12-2020. In this regard they have

also asked clarifications that why the 35 Shops (A-1 to A-34) Shops at Old Halting Ground, 49 Shops (B-1 to D-47) and 15 shops (E-1 to E-15) have not been auctioned in a similar manner. The copy of the said letter is placed on the table.

Also to consider joint representation dated 01-03-2017 received from the unauthorized occupants of Shop Nos. B-1 to B-26, C-1 to C-12, D-37 to D-47 at New Halting Ground, Belgaum Cantonment

The matter of expiry of leasehold rights in respect of above mentioned 49 shops alongwith other various 14 Cantonment Fund properties has been referred to the Cantonment Board for their consideration. The Board vide CBR No. 14 dated 21-02-2017 considered only the first 14 Cantonment fund properties and resolved to dispose of the lease hold rights by calling tenders. However, no decision was taken regarding the 49 shops i.e, B-1 to B-26, C-1 to C-12 & D-37 to D-47 at New Halting Ground. Therefore the matter is again brought before the Board to take the suitable decision for the disposal of the lease hold rights of above mentioned 49 shops. The Board vide CBR No. 15 dated 28-03-2017 resolved that the leasehold rights of the above mentioned 49 shops be disposed off by taking the matter in ensuing Board Meeting.

Meantime, the unauthorized occupants of shop Nos. B-1 to B-26, C-1 to C-12, D-37 to D-47 at New Halting Ground situated on GLR Sy. No. 328, Belgaum Cantonment vide their above referred joint representation has submitted that there are more than 300 people depend on these shops for their livelihood. These buildings are very old and hence they have expended lot of money for repairs. They are carrying out their small business in these shops for more than 30 to 50 years and this is the only source of income to them and further they have requested to renew the lease hold rights in respect of their shops for further period of 5 years.

The Board vide CBR No. 17 dated 29-06-2016 recommended to regularize the unauthorized occupation of above said 49 shops w.e.f. 01-10-2007 to 31-03-2016 and further renewal of the lease for a period of one year w.e.f. 01-04-2016 to 31-03-2017 on enhancement of the rent by 20% over the last rent as on 31-03-2016 and with the prior sanction of GOC-in-C, SC, Pune. It was further recommended that pending receipt of the sanction the unauthorized occupiers of the shops may be charged damages equal to monthly fees fixed as on 01-04-2016. Accordingly a proposal was submitted to the GOC-in-C, SC, Pune vide this office letter No. 13/REV/Halting Ground/120 dated 19-08-2016 for seeking sanction. However sanction is still awaited. The lease period has already expired on 31-03-2017. The occupiers are in unauthorized occupation w.e.f. **01-04-2017** and the damage charges are not revised since then. The occupiers are paying the damage charges @ old rate as on 31-03-2017.

The details of present unauthorized occupants/occupiers, usage of the shop and present damage charges are given below:-

S.No.	Shop No.	Name of the unauthorized occupant	Area (in Sq.ft)	Usage of the shop	Present monthly damage charges (Rs.)	Remarks
1.	B1	Shri C.V. Tadkodkar	284.70	Sale of Automobile spare parts	2003=00	

2.	B2	Shri C.V. Tadkodkar	284.70	-do-	2003=00	
3.	B3	M/s. Manikbag Automobiles	284.70	- do-	2208=00	
4.	B4	M/s.Manikbag Engineers	284.70	- do-	2208=00	
5.	B5	Shri N.A. Pathan	284.70	Sale of batteries	2666=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
6.	B6	M/s.Purandas Nanumal	284.70	Sale of lubricants	2208=00	-do-
7.	B7	Shri M. N. Kakatkar	284.70	Sale of Automobile Spare Parts	2003=00	-do-
8.	B8	Shri Haresh. M. Mehta	284.70	Sale of tyres	2412=00	
9.	B9	Shri Haresh. M. Mehta	284.70	Sale of tyres	2003=00	
10.	B10	Shri Haresh. M. Mehta	284.70	Sale of tyres	2430=00	
11.	B11	Shri K. A. Patel	284.70	Sale of batteries	2003=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
12.	B12	M/s Sakaria Bandhu	284.70	Sale of plumbing and building material	2003=00	-do-
13.	B13	M/s Sakaria Bandhu	284.70	-do-	2003=00	-do-
14.	B14	Shri Abdul Hamid Latif Sait	284.70	Sale of batteries & tyres	2003=00	
15.	B15	Shri Haresh. M. Mehta	284.70	Sale of tyres	2651=00	
16.	B16	M/s. Sakaria Bandhu	284.70	Sale of plumbing and building material	2208=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
17.	B17	Shri B.M. Killedar	284.70	Sale of battery	2003=00	-do-
18.	B18	Shri S.D. Tippannawar	284.70	Transport office	2003=00	-do-
19.	B19	Shri S.B. Killedar	252.96	Sale of batteries	1784=00	
20.	B20	Shri Abdul Salam H. Mujawar	252.96	Transport office	1784=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
21.	B21	Shri Haresh. M. Mehta	252.96	Sale of tyres	2148=00	
22.	B22	Shri P.G. Shah	252.96	Auto Hardware shop	1784=00	
23.	B23	Shri K.J. Varute	252.96	-do-	2360=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
24.	B24	Shri N.G. Jadeja	252.96	Sale of spare parts of bus	1784=00	-do-
25.	B25	Shri I.C. Gordia	437.50	Fabrication	3602=00	

26.	B26	Shri Afsarali G. Mujawar	385.00	Spare parts shop	3363=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
27.	C1	Shri N. P. Hundre	253.60	Hardware shop	1800=00	
28.	C2	Shri N. P. Hundre	253.60	Lathe machines	1800=00	
29.	C3	Shri A. S. Shah	253.60	Four wheeler accessories shop	2412=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
30.	C4	Shri Farooqahmed N. Kotwal	253.60	Spare part shop	2412=00	-do-
31.	C5	Shri S. S. Khan	253.60	Repair of FIP shop	1800=00	-do-
32.	C6	Shri G. B. Bankoli	253.60	Sale of tarpaulins	2190=00	
33.	C7	Shri G. B. Bankoli	253.60	-do-	1986=00	
34.	C8	Shri Iqbal Ahamad N. Soudagar	253.60	Two wheeler Spare part shop	1800=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
35.	C9	Shri Ashok S. Jain	253.60	Sale of motor pumps & Agricultural material	2621=00	
36.	C10	Shri K. S. Attar	253.60	Automobile spare part shop	2430=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
37.	C11	Smt. Usha R. Angol	253.60	-do-	1800=00	-do-
38.	C12	Shri B.G. Kolhapure	253.60	-do-	1800=00	-do-
39.	D37	Shri M. B. Kolucho	257.70	Transport office	1817=00	-do-
40.	D38	Shri Sayeed Ahmed M. Jamadar	257.70	Spare part shop	2208=00	-do-
41.	D39	Shri C. G. Chajju	257.70	Old Spare Part shop	1817=00	-do-
42.	D40	Shri Suresh Madhukar Appugol	257.70	Garrage	2430=00	
43.	D41	Shri V. M. Appugol	257.70	Spare part shop	2430=00	
44.	D42	Smt. R. P. Appugol	257.70	Spare part shop	1817=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>
45.	D43	M/s Gotadgi Automobiles	257.70	Tyre & Spare part shop	2430=00	-do-
46.	D44	M/s Gotadgi Automobiles	257.70	-do-	2430=00	-do-
47.	D45	Shri Suesh. M. Appugol	257.70	Two wheeler accessories shop	2003=00	

48.	D46	Shri Suresh Madhukar Appugol	257.70	-do-	1817=00	
49.	D47	Shri Salahmohammed M. Jamadar	257.70	Garrage	2003=00	<i>Signature is not tallying with the present unauthorized occupant's sign.</i>

It is also noticed that signature of the present occupiers are not tallying with the signature of the erstwhile occupiers. It is also learnt that some of the erstwhile occupiers have expired and the present occupiers have signed the joint representation. Details are mentioned in the remark column of such cases.

35. MUTATION OF PROPERTIES :

To consider various application received for effecting mutation in respect of properties held on old grant terms/lease within Notified Civil Area of Belgaum Cantonment as per the list annexed to the Agenda as **Annexure 'F'**

Sd/-
Member-Secretary
Cantonment Board, Belgaum
(Divya S. Hosur)