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प्रधान मुद्रांक कार्यालय, मुंबई  
प. मु. वि. क्र. ८००००२०  
26 MAY 2016  
सहायक अधिकारी ३

ARBITRAL PROCEEDINGS

BEFORE

श्री. रा. व्. पोटेले

MR. JUSTICE S. N. VARIAVA (Retd.)

MR. JUSTICE VIJAY C. DAGA (Retd.) &

MISS ARADHANA CHAK

(Financial Advisor & Chief Accounts Officer (C-II) Central Railway)

BETWEEN

M/s. Navkar Corporation Limited

Vs.

Central Railway

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28/6/16

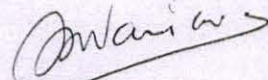
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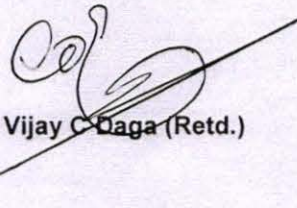
AWARD

Award in terms of the Consent Terms signed by the Parties and their Advocates which are annexed hereto.

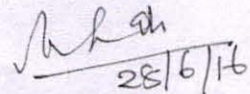
Place: Mumbai  
Date: 28<sup>th</sup> JUNE , 2016



S. N. Variava  
(Presiding Arbitrator)



Justice Vijay C. Daga (Retd.)



Miss Aradhana Chak  
(Financial Advisor & Chief Accounts Officer (C-II) Central Railway)



**ARBITRAL PROCEEDINGS**  
**BEFORE:**  
**Mr. Justice S. N. Variava (Retd.)**  
**Mr. Justice Vijay C. Daga (Retd.)**  
**& Miss Aradhana Chak, FA&CAO(C-II)**

**BETWEEN**

**M/s. Navkar Corporation Limited** .. **Claimant**  
**And**  
**Central Railway** .. **Respondent**

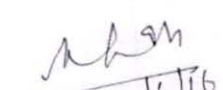
**CONSENT TERMS**

The Claimants and the Respondent agree to the terms and conditions as provided for herein:

1. Railway land admeasuring 25636.16 sq. metres was licensed by the Mumbai Division of Central Railway to M/s. Navkar Corporation Limited for Rail Infrastructure Facilities at Somathane on Panvel-Roha Section for their Container Freight Station vide License Agreement dated 31<sup>st</sup> March, 2011.
2. Disputes arose between the parties hereto with regard to the yearly amount, being the land license fee, which has to be paid by the Claimant for the use of the Respondent's land for the purpose of the Railway siding at Somathane at Panvel-Roha section, Mumbai Division. Therefore, the Claimant invoked the arbitration under the Land Licensing Agreement dated 31<sup>st</sup> March, 2011. Accordingly, the present arbitration proceedings commenced before this Hon'ble Tribunal for adjudication of the disputes / claims raised by the claimant.
3. During the pendency of the Arbitration proceedings, the claimant approaches the respondent and requested that they are mainly concerned with the dispute



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as to the rates/quantum of land licence fees payable for the period from 01.01.2011 to 31.03.2016 and if the same is considered by the Respondent, then the present arbitration can be put to an end. Therefore, at the request of the Claimant, the matter was referred to the committee for consideration of the request of the Claimants and to re-fix the land rate taking in to account the land rate for fixing the License fee, the Respondent re-examined the matter relating to Land License Fee payable by the Claimant, in the light of the provisions laid down in para 16-B of the Ready Reckoner, Raigad District, Maharashtra. Accordingly, the Respondents have revised the Land License Fee, which works out to Rs.3,86,92,622.92 (Rupees Three Crores Eighty Six Lakhs Ninety Two Thousand Six Hundred and Twenty Two and Ninety Two Paise only) excluding service tax, for the period 01.01.2011 to 31.03.2016. This was communicated to the Claimant by Sr. DEN/Co/Central Railway/CSTM for and on behalf of Respondent vide letter No. BB.W.LEG.Navkar.ARB-Tribunal dated 02/02/2016 together with the Statement of Calculation of the Revised License Fee for the period from 01.01.2011 to 31.03.2016. Hereto annexed and marked **Annexure-I** and **Annexure-II** are the copies of the Respondent's letter dated 02/02/2016, addressed to the Claimant and Statement of Calculation of the Revised License Fee for the period from 01.01.2011 to 31.03.2016 respectively.

4. The Claimant vide their letter dated 12.02.2016 addressed to Sr. DEN. (Co) CSTM have agreed to pay the revised license fee for the land in question for the period from 01/01/2011 to 31/03/2016, as worked out & calculated by the Respondents in the Statement of Calculation annexed as **Annexure-II**. Hereto annexed & marked **Annexure-III** is the copy of the letter dated



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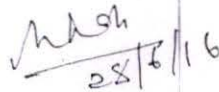


.12.02.2016 signed by the duly authorized representative for and on behalf of the claimant; M/s. Navkar Corporation Ltd. addressed to the Respondent, Central Railway. The claimant in view of this Consent Terms do not press for their other disputes/claims forming part of the reference for adjudication before the Tribunal, as well as their additional / amended claims raised by them during the arbitration proceedings.

5. Since an amount of Rs.4,27,61,114.88 (Rupees Four Crores Twenty Seven Lakhs Sixty One Thousand One Hundred Fourteen and Eighty Eight paise Only) has been paid by the Claimant on account of license fee (Rs.2,13,80,557.44 ps.) & Security Deposit (Rs.2,13,80,557.44) vide Pay Order No. 570344 dated 29/03/2011, drawn on State Bank of India, Nariman Point Branch, Mumbai at the time of entering into the agreement, the license fee and security deposit now worked out by Railways i.e. Rs.3,86,92,622.92 (Rupees Three Crores Eighty Six Lakhs Ninety Two Thousand Six Hundred and Twenty Two and Ninety Two Paise only) for the period 01.01.2011 to 31.03.2016, is to be adjusted from the aforesaid amount of Rs. 4,27,61,114.88 (Rupees Four Crores Twenty Seven Lakhs Sixty One Thousand One Hundred Fourteen and Eighty Eight paise Only). The Claimant and Respondent have agreed that the balance amount of Rs.4068491.96/-(Rupees Forty Lakhs Sixty Eight thousand Four Hundred Ninety one and Ninety Six Paise only) available with the Respondent be adjusted against the payment of the license fee for the subsequent years, while an amount of Rs.81,50,978.82 ( Rupees Eight One Lakhs Fifty Thousand Nine Hundred Seventy Eight and Eighty Two paise Only) will remain deposited with Respondent as Security Deposit only. Further, it has also been agreed by the Claimant and Respondent that



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the Claimant shall not be entitled for any interest on the said balance amount lying with Respondent till the same is adjusted by the Respondents against the payment of license fees for the subsequent years and further neither the Claimant nor the Respondent shall be entitled to claim the cost of the litigation whatsoever.


6. Accordingly, the Claimant and Respondent have agreed to resolve the dispute as to the land license fees for the period 01.01.2011 to 31.03.2016 for the amount set out hereinabove. Pursuant to this, the Claimant and the Respondent hereto have agreed to amicably settle the captioned arbitration by filing the present Consent Terms before the Arbitral Tribunal. The parties hereby agree that the said Consent Terms shall be binding upon the parties hereto. The parties further undertake to abide with all other covenants and obligations as more particularly set out in the original agreement.

7. The Claimant and the Respondent further agree that the present arbitration proceeding shall stand disposed off in terms of the present Consent Terms.


Dated this 1<sup>st</sup> day of April, 2016.


**Navkar Corporation Limited**

  
The Claimant herein  
Through its authorized signatory  
Mr. Dinesh Jain,  
205-206, 2<sup>nd</sup> Floor, J. K. Chamber,  
Sector-17, Vashi,  
Navi Mumbai - 400703.

  
**Economic Laws Practice**  
Advocate for the Plaintiffs.

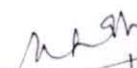
**Central Railway**

  
The Respondent herein  
Through Shri Motilal Bharati  
{Divl. Engineer (Land Management-I)}  
Central Railway, 3<sup>rd</sup> Floor,  
DRM's Building,  
Mumbai 400001.

  
**Mr. Suresh Kumar**  
Advocate for the Respondent



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