

### DETAILS OF THE APPLICATION

Name & Address of the applicant	Date of the Application	Date of Receipt	Date of Partial Reply	Date of Final Reply	REMARKS
1	2	3	4	5	6
Shri J.S. Anand, C/o Sardar S.S. Brain, Advocate, Chamber no.111 District Court Complex Sector 43, Chandigarh	27/10/2014	17/11/2014		29/12/2014	

Dated 27<sup>th</sup> October, 2014.

REF. NO. AAI/AJERT/14

Shri P.K.Gorai, APIO,  
RTI cell, North East Region,  
Airport Authority of India,  
LGBI Airport,  
Guwahati-781005.

**Sub :- Information under RTI Act-2005**

Sir,

Please arrange to supply following information/documents under RTI Act. 2005, arising out of breach of agreement for lease premises of Deepa Anand at Jail Road, Jorhat, Assam for CISF.

(1)As` Shree Choudhry not able to provide information under RTI Act,2005 since 19.04.2010. You are requested to provide information sought on two request both dt.17.8.2013 each which your good office forwarded to Jorhat Airport.

(2)  
Certified copy of letter submitted by us dated 27.7.2000 as asked by airport manager in response to their letter to renovate immediately.

(3)  
Certified copy of agreement submitted by us as asked by airport manager and as per procedure on 27.7.2000.

(4)  
Certified copy of letter dt 18.11.2000 – reminded for rent as directed by authority and Commandant Shree Misra to take possession on 16<sup>th</sup> August,2000.

(5)  
Certified copy of letter dt. 12.03.2001 – reminded for rent

(6)  
Certified copy of letter dt. 26.3.2001 – stated that we have proposal only.

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(7)

Certified copy of letter dt. 01.10.2001, in continuation to our letter I had requested for rent & reminded that building constructed and renovated as per directions, requirements and specifications of CISF.

(7)

Certified copy of letter dt. 21.10.2001, wherein I had stated that AAI had fooled and cheated us. Clarified not reply was made.

(8)

Certified copy of letter dt. 06.05.2002 for agreement, much delayed and was replaced from my original handed over as per submitted earlier on 27.7.2000 for reasons. So clarified same

(9)

Certified copy for reasons that we have/had not receive a single penny during tenure of Shri Rupesh Kumar the then in charge of airport.

(10)

Certified copy of letter dt.5.8.2002 – of over crowded of building

(11)

Certified copy of letter dt. 5.8.2002 – area usurped from 5418 sqfts to 8768 sqfts.

(12)

Certified copy of letter dt.5.8.2002 – for non payment of Security deposit and rents.

(13)

Certified copy of letter dt 20.09.2002 - for not interested to adhere terms and conditions of agreement therefore terms and conditions are null and void.

(14)

Certified copy of letter dt. 20.9.2002 – no rent and security deposit received please clarify same.

(15)

Certified copy of letter dt. 28.9.2002- AAI will be fully responsible for defects either minors or major as building is overcrowded.

(16)

Certified copy of letter dt. 28.9.2002 – Measurements of building submitted

(17)

Clarified dt.11.11.2002 – security deposit not provided.

(18)

Certified copy of letter dt. 26.2.2003 - reported electricity meter is missing

(19)

Certified copy of letter dt. 27.03.2003 – clarified reason for not reply.

(20)

Certified copy of letter dt. 04.09.2003 (27.3.2003) – for changed contents of agreement

(21)

Certified copy of letter dt. 31.10.2003 with reminder dt.12.11.2003 - over crowded so supply of water supply system is disrupted time and again so cost of damages of any kind to be born by AAI themselves, not adhere statutory obligations of terms and conditions so agreement is null and void.

(22)

Certified copy of letter with clarification dt.12.12.2003 with comments – next payment will be delayed.

(23)

Certified copy of letter dt. 18.12.2003 – as asked by G.M. a detail submitted to him at his office.

(24)

Certified copy of letter dt. 29.12.2003 – claims etc. submitted by post and personally submitted to G.M. Shri Bora with post also. Please provide clarification for not taken any action.

(25)

Certified copy of our bill dt. 17.03.2004 and clarified for reasons not replied till date.

(26)

Certified copy of our reminder dated 17<sup>th</sup> March,2004 of letter dt.28.02.2002.

(27)

Certified copy of letter dt. 28.04.2004 and clarified unreasonable condition raised by your offices.

(28)

Certified copy of letter dt.22.6.2004 – clarified how an undertaking wanted by DGM for all dues of last agreement settled.

(29)

Certified copy of our letter dt. 05.02.2005- for payment of rent for left out area, electricity and water supply.

(30)  
Certified copy of letter dt .28.02.2005 – harassment by not paying rent, cost of water supply etc.

(31)  
Certified copy of letter dt. 23.03.2005 – instructed to submit bills of water and electric supply.

(32)  
Certified and clarified fate of bill of 08.04.2005 of water and electricity charges.

(33)  
Certified copy of letter dt. 25.04.2005 – informed that bills were already submitted.

(34)  
Certified copy of letter of dt. 31.07.2005- over crowded / misused building using every available space / large toilet using as garage for bikes/replace 4 water pumps rtc. Etc.

(35)  
Certified copy of letter dt. 03.11.2005 – bill received from ASEB but not tallying with meter.

(36)  
Certified copy of letter dt. 30.11.2005 – jeopardized position for not paying for electricity, water supply etc.

(37)  
Certified copy of letter dt.17.01.2006 – detailed problems submitted.

(38)  
Certified copy of letter dt. 29.01.2006 (24.12.2005)- provided detail of next tenure as per clauses and conditions of agreement.

(39)  
Certified copy of letter dt.01.02.2006 - harassment

(40)  
Certified copy of letter dt.08.02.2006 – detailed reply to letter dt.1.2.2006 with copies of Letters dt. 05.08.2002, 28.9.2002 and 31.07.2005 with photographs.

(41)  
Certified copy of Drawing of measurement of house for determination of area for payment of left-out area during 1<sup>st</sup> tenure.

(42)

Certified copy of letter dt. 22.04.2006 of termination of lease. Also clarified why not send notice as per agreement three months advance instead sent back dated received third week of May, 2006 and send from far flung area. We have preserved envelope for ready reference.

(43)

Certified copy of letter dt. 06.06.2006 – rent not paid accordance to agreement.

(44)

Certified copy of letter of dt. 14.06.2006 – a detailed bill submitted again.

(45)

Certified copy of letter dt. 3rd August, 2006 – misused of building submitted to the Executive Director

(46)

Certified copy of letter dt. 05.03.2007, reminder of 11.11.2006 – harassment in every field. So clarify why not taken any action till date from 5.8.2002.

(47)

Certified copy of letter dt. 15.03.2007 – harassment for not submitted time and again. and informed rent in force till settlement of all disputes.

(48)

Certified copy of letter dt. 30.04.2007 – please clarified on which basis this stupid letter was issued even in foul language.

(49)

Certified copy of letter dt. 30.07.2007 – brief reply to letter of dt. 30.4.2007 issued from your office therefore clarified reason for not reply was made.

(50)

Certified copy of letter 30.7.2007 wherein theft reported clarify for not taking any action And not made any reply

(51)

Certified copy of our letter dated 4.9.2007 – a fitting reply was made in detail to G.M. (Aero) for his wrong letter, therefore he had no answer to deliver so clarify reasons for not reply was provided till date.

(52)

Certified copy of letter dt. 02.07.2008 – a letter of continuation to our letter of 04.09.2007 stating that “ the terms and conditions of leased agreement which contains agreed terms and conditions between us . So it would be leased agreement that would govern the lease”.

(53)

Certified copy of letter dt. 1.10.2008 and clarify how lease periods went smoothly.

(54)

Certified copy of letter 27.10.2008 – suitable reply to letter of 1.10.2008 of G.M. (Aero) for which he had not responded and again informed that rent is in force.

(55)

Certified copy of dt.6.1.2009 - from G.M. K.K.Gupta. our letter had forced him to conceded our demands and invited for discussion.

(56)

Certified copy of our bill dt.16.2.2009 submitted to Shri T.K.Choudhary personally on 24.02.2009,after direction from G.M. after minutes of meeting with him and Law Officer so clarified reasons payments are not release till date for reasons best known to Shree T.K.Choudhry.

(57)

Certified copy of letter dated 17.06.2009, subsequently reminders on 19.09.2009, 28.09.2009 and 19.7.2011 wherein we asked him for reason for not turning at premise for joint inspection as per his iniation that AAI has decided that we will repair and renovate your building instead paying cost to you ,after visit of our engineer.

(58)

Certified copy of reminder dt.22.07.2011 of bill dt. 16.02.2009 (submitted to choudhary) with copy to G.M. but all in vain for reasons best known to everybody.

(59)

Certified copy of demand for information under RTI ACT 2005 dated 19.4.20010 even after reminded letter of 07.05.2010 not provided.

(60)

Clarified of wrong information provided by choudhary through letter dt.10.6.2010.

(61)

Certified copy of letter submitted to your office dt.15.6.2012 subsequently reminder on 4.9.2012 for appointment of arbitrator.

(62)

Certified copy of letter dt.19.12.2012 addressed to G.M. for appointment of arbitrator with clarification why not reply was made and it means contents are true in nature and you had/have not made any reply.

(63)

Certified copy of your letter dt.16.09.2013 - refer to one of my letter dt. 2<sup>nd</sup> July,2008 wherein stated that terms and conditions of leased agreement which contains agreed terms and conditions between us. So it would be leased agreement that would govern the lease.

Certified and Clarify how your letters of dated 22.06.2000 and 27.06.2000 were merely invitation to offer.

The cogent documentary evidence is that on agreement of 1<sup>st</sup> tenure is 5418 sfts. And for 2<sup>nd</sup> phase is 7843.72 sfts. plus / on, one and a half bigha land ask Shree choudhary to read if he can, go through from our letters from 05.02.2002 to till date.

As asked for documentary proof that more then 25 persons are after 12 years then again go through our letters from 05.08.2002

I had also shown DOCUMENTRY PROOF to senior OFFICERS of authority that CISF through AAI used our building as SOS BARACK.

(64)

Certified copy of handed over two water pumps, one new purchased and old one which was replaced.

(65)

Certified copy of authorization letter for handing over possession of building.

(66)

Certified copy of original cash memo of water pump provided me for which cost including fitting charges are recovered from us.

(67)

Please clarify actions were taken by your staff for reported over crowdedness of building on 05.02.2002, 28.9.2002 and 31.7.2005 with subsequently unlimited reminders.

(68)

Certified and clarified your letter dt. 03.11.2005 reason reading of electricity bill was not tallying with meter reading as their was no meter as reported by me to S.D.O.vide letter dated 25.2.2003 and to you on dated 26.02.2003.

*Kindly find enclosed a post order chks (OD) leaves no. 756 05439 & 756 05488 bill dt. 8/11/2014. It request to shell pay more chks.*

Thanking you.

Yours truly,

*J.S. Anand*

J.S. Anand  
c/o  
Advocate Sardar S. S. Bains,  
Chamber no.111,  
District Court Complex,  
Sector 43, Chandigarh.



204

# भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

संदर्भ संख्या :  
Ref. No. AAI/NER/PIO/J.S.A/RTI-13(52)/I/ 13709

दिनांक : 29/12/2014  
Date : 31

To  
Mr. J. S. Anand,  
C/o- Advocate Sardar S. S. Bains,  
Chamber No. 111,  
District Court Complex,  
Sector - 43,  
Chandigarh.

SUB :- Reply under the RTI Act, 2005.

Dear Sir,

Reference may please be made to your **RTI Application dated 27/10/2014** with request to provide information as per the RTI Application.

In this regard, the requested information pertaining to Jorhat Airport as desired by you are furnished below :-

SL. No.	Information sought by the Applicant.	Information provided by CPIO, NER, RHQ.
(1)	As Shri Choudhury not able to provide information under RTI Act, 2005 since 19/04/2010. You are requested to provide information sought on two requests both dated 17/08/2013 each which your govt office forwarded to Jorhat Airport.	Shri Choudhury has replied the query at best of his capacity time to time as well as issued the desired documents which were available/ found in the office records.
(2)	Certified copy of letter submitted by us dated 27/07/2000 as asked by Airport Manager in response to their letter to renovate immediately.	The document as sought is enclosed as <b>A - 1</b> .
(3)	Certified copy of agreement submitted by us as asked by airport manager and as per procedure on 27/07/2000.	Not Available in the record.
(4)	Certified copy of letter dated 18/11/2000 - reminded for rent as directed by Authority and Commandant, Shri Misra to take possession on 16/08/2000.	The document as sought is enclosed as <b>A - 2</b> . But the document did not specify to take possession of premise.
(5)	Certified copy of letter dated 12/03/2001 - reminded for rent.	The document as sought is enclosed as <b>A - 3</b> .
(6)	Certified copy of letter dated 26/03/2001 - stated that we have proposal only.	The document as sought is enclosed as <b>A - 4</b> .
(7)	Certified copy of letter dt. 01/10/2001, in continuation to our letter I had requested for rent & reminded that building constructed and renovated as per directions, requirements and specifications of CISF.	The document as sought is enclosed as <b>A - 5</b> .

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SL. No.	Information sought by the Applicant.	Information provided by CPIO, NER, RHQ.
(7)	Certified copy of letter dated 21/10/2001, wherein I had stated that AAI had fooled and cheated us. Clarified not reply was made.	The document as sought is enclosed as <b>A - 6</b> .
(8)	Certified copy of letter dated 06/05/2002 for agreement, much delayed and was replaced from my original handed over as per submitted earlier on 27/07/2000 for reasons. So clarified same.	The document as sought is enclosed as <b>A - 7</b> .
(9)	Certified copy for reasons that we have/had not receive a single penny during tenure of Shri Rupesh Kumar the then In-Charge of Airport.	The information/document does not qualify within the scope of RTI Act.
(10)	Certified copy of letter dated 05/08/2002 - of overcrowded of building.	The document as sought is enclosed as <b>A - 8</b> .
(11)	Certified copy of letter dated 05/08/2002 - area usurped from 5418 Sfts to 8768 Sfts.	Not Available in the record.
(12)	Certified copy of letter dated 05/08/2002 - for non-payment of Security Deposit and rents.	The document as sought is enclosed as <b>A - 9</b> .
(13)	Certified copy of letter dated 20/09/2002 - for not interested to adhere terms and conditions of agreement therefore terms and conditions are null and void.	The document as sought is enclosed as <b>A - 10</b> .
(14)	Certified copy of letter dated 20/09/2002 - no rent and security deposit received please clarify same.	Not Available in the record.
(15)	Certified copy of letter dated 28/09/2002 - AAI will be fully responsible for defects either minors or major as building is overcrowded.	The document as sought is enclosed as <b>A - 11</b> .
(16)	Certified copy of letter dated 28/09/2002 - Measurements of building submitted.	The document as sought is enclosed as <b>A - 12</b> .
(17)	Clarified dated 11/11/2002 - security deposit not provided.	The document as sought is enclosed as <b>A - 13</b> .
(18)	Certified copy of letter dated 26/02/2003 - reported electricity meter is missing.	The document as sought is enclosed as <b>A - 14</b> .
(19)	Certified copy of letter dated 27/03/2003 - clarified reason for not reply.	The document as sought is enclosed as <b>A - 15</b> .
(20)	Certified copy of letter dated 04/09/2003 (27/03/2003) - for changed contents of agreement.	The document as sought is enclosed as <b>A - 16</b> .
(21)	Certified copy of letter dated 31/10/2003 with reminder dated 12/11/2003 - overcrowded so supply of water supply system is disrupted time and again so cost of damages of any kind to be borne by AAI themselves, not adhere statutory obligations of terms and conditions so agreement is null and void.	The document as sought is enclosed as <b>A - 17</b> .
(22)	Certified copy of letter with clarification dated 12/12/2003 with comments - next payment will be delayed.	Not Available in the record.
(23)	Certified copy of letter dated 18/12/2003 - as asked by G.M a detail submitted to him at his office.	Not Available in the record.

*D. Anwar*  
29.12.14

SL. No.	Information sought by the Applicant.	Information provided by CPIO, NER, RHQ.
(24)	Certified copy of letter dated 29/12/2003 - claims etc., submitted by post and personally submitted to G.M., Shri Bora with post also. Please provide clarification for not taken any action.	The document as sought is enclosed as <b>A - 18</b> .
(25)	Certified copy of our bill dated 17/03/2004 and clarified for reasons not replied till date.	Clarification/reasons cannot be given within the scope of RTI Act. However, the document as sought is enclosed as <b>A - 19</b> .
(26)	Certified copy of our reminder dated 17/03/2004 of letter dated 28/02/2002.	Not Available in the record.
(27)	Certified copy of letter dated 28/04/2004 and clarified unreasonable condition raised by your offices.	The document as sought is enclosed as <b>A - 20</b> .
(28)	Certified copy of letter dated 22/06/2004 - clarified how an undertaking wanted by DGM for all dues of last agreement settled.	Not Available in the record.
(29)	Certified copy of our letter dated 05/02/2005 - for payment of rent for left out area, electricity and water supply.	The document as sought is enclosed as <b>A - 21</b> .
(30)	Certified copy of letter dated 28/02/2005 - harassment by not paying rent, cost of water supply etc.	The document as sought is enclosed as <b>A - 22</b> .
(31)	Certified copy of letter dated 23/03/2005 - instructed to submit bills of water and electric supply.	Not Available in the record.
(32)	Certified and clarified fate of bill of 08/04/2005 of water and electricity charges.	Not Available in the record.
(33)	Certified copy of letter dated 25/04/2005 - informed that bills were already submitted.	The document as sought is enclosed as <b>A - 23</b> .
(34)	Certified copy of letter of dated 31/07/2005 - over crowded/misused building using every available space/large toilet using as garage for bikes/replace 4 water pumps rtc, etc.	The document as sought is enclosed as <b>A - 24</b> .
(35)	Certified copy of letter dated 03/11/2005 - bill received from ASEB but not tallying with meter.	Not Available in the record.
(36)	Certified copy of letter dated 30/11/2005 - jeopardized position for not paying for electricity, water supply etc.	The document as sought is enclosed as <b>A - 25</b> .
(37)	Certified copy of letter dated 17/01/2006 - detailed problems submitted.	The document as sought is enclosed as <b>A - 26</b> .
(38)	Certified copy of letter dated 29/01/2006 (24/12/2005) - provided detail of next tenure as per clauses and conditions of agreement.	The document as sought is enclosed as <b>A - 27</b> .
(39)	Certified copy of letter dated 01/02/2006 - harassment.	Not Available in the record.
(40)	Certified copy of letter dated 08/02/2006 - detailed reply to letter dated 01/02/2006 with copies of letters dated 05/08/2002, 28/09/2002 and 31/07/2005 with photographs.	The document as sought is enclosed as <b>A - 28</b> .
(41)	Certified copy of Drawing of measurement of house for determination of area for payment of left out area during 1 <sup>st</sup> tenure.	Not Available in the record.

*Prasenjit*  
29.12.14

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SL. No.	Information sought by the Applicant.	Information provided by CPIO, NER, RHQ.
(42)	Certified copy of letter dated 22/04/2006 of termination of lease. Also clarified why not send notice as per agreement three months advance instead sent back dated received third week of May 2006 and send from far flung area. We have preserved envelope for ready reference.	The document as sought is enclosed as <b>A - 29</b> .
(43)	Certified copy of letter dated 06/06/2006 - rent not paid accordance to agreement.	Not Available in the record.
(44)	Certified copy of letter of dated 14/06/2006 - a detailed bill submitted again.	The document as sought is enclosed as <b>A - 30</b> .
(45)	Certified copy of letter dated 03/08/2006 - misused of building submitted to the Executive Director.	The document as sought is enclosed as <b>A - 31</b> .
(46)	Certified copy of letter dated 05/03/2007, reminder of 11/11/2006 - harassment in every field. So clarify why not taken any action till date from 05/08/2002.	Providing clarification does not qualify within the scope of RTI Act. The document of letter dated 05/03/2007 not available in the record.
(47)	Certified copy of letter dated 15/03/2007 - harassment for not submitted time and again and informed rent in force till settlement of all disputes.	The document as sought is enclosed as <b>A - 32</b> .
(48)	Certified copy of letter dated 30/04/2007 - please clarified on which basis this stupid letter was issued even in foul language.	Providing clarification does not qualify within the scope of RTI Act. The document of letter dated 30/04/2007 not available in the record.
(49)	Certified copy of letter dated 30/07/2007 - brief reply to letter of dated 30/04/2007 issued from your office therefore clarified reason for not reply was made.	Providing clarification does not qualify within the scope of RTI Act. However, the document of letter dated 30/07/2007 is enclosed as <b>A - 33</b> .
(50)	Certified copy of letter 30/07/2007 wherein theft reported clarify for not taking any action And not made any reply.	Providing clarification does not qualify within the scope of RTI Act. However, the document of letter dated 30/07/2007 is enclosed as <b>A - 34</b> .
(51)	Certified copy of our letter dated 04/09/2007 - a fitting reply was made in detail to G.M.(Aero) for his wrong letter, therefore he had no answer to deliver so clarify reasons for not reply was provided till date.	Providing clarification does not qualify within the scope of RTI Act. However, the document of letter dated 04/09/2007 is enclosed as <b>A - 35</b> .
(52)	Certified copy of letter dated 02/07/2008 - a letter of continuation to our letter of 04/09/2007 stating that "the terms and conditions of leased agreement which contains agreed terms and conditions between us. So it would be leased agreement that would govern the lease".	The document as sought is enclosed as <b>A - 36</b> .

Cont...P/5

*Prakash*  
29.12.14

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SL. No.	Information sought by the Applicant.	Information provided by CPIO, NER, RHQ.
(53)	Certified copy of letter dated 01/10/2008 and clarify how lease periods went smoothly.	Not Available in the record.
(54)	Certified copy of letter 27/10/2008 – suitable reply to letter of 01/10/2008 of G.M.(Aero) for which he had not responded and again informed that rent is in force.	Not Available in the record.
(55)	Certified copy of dated 06/01/2009 – from G.M., K. K. Gupta. Our letter had forced him to conceded our demands and invited for discussion.	The document as sought is enclosed as <b>A – 37</b> .
(56)	Certified copy of our bill dated 16/02/2009 submitted to Shri T. K. Choudhary personally on 24/02/2009, after direction from G.M., after minutes of meeting with him and Law Officer so clarified reasons payments are not release till date for reasons best known to Shree T. K. Choudhry.	The document as sought is enclosed as <b>A – 38</b> .
(57)	Certified copy of letter dated 17/06/2009, subsequently reminders on 19/09/2009, 28/09/2009 and 19/07/2011 wherein we asked him for reason for not turning at premise for joint inspection as per his iniation that AAI has decided that we will repair and renovate your building instead paying cost to you, after visit of your engineer.	Not Available in the record.
(58)	Certified copy of reminder dated 22/07/2011 of bill dated 16/02/2009 (submitted to choudhary) with copy to G.M., but all in vain for reasons best known to everybody.	Not Available in the record.
(59)	Certified copy of demand for information under RTI Act, 2005 dated 19/04/2010 even after reminded letter of 07/05/2010 not provided.	Not Available in the record.
(60)	Clarified of wrong information provided by Choudhary through letter dated 10/06/2010.	Not Available in the record.
(61)	Certified copy of letter submitted to your office dated 15/06/2012 subsequently reminder on 04/09/2012 for appointment of arbitrator.	The document as sought is enclosed as <b>A – 39</b> .
(62)	Certified copy of letter dated 19/12/2012 addressed to G.M. for appointment of arbitrator with clarification why not reply was made and it means contents are true in nature and you had/ have not made any reply.	Not Available in the record.
(63)	Certified copy of letter dated 16/09/2013 – refer to one of my letter dated 02/07/2008 wherein stated that terms and conditions of leased agreement which contains agreed terms and conditions between us. So it would be leased agreement that would govern the lease. Certified and Clarify how your letters of dated 22/06/2000 and 27/06/2000 were merely invitation to offer. The cogent documentary evidence is that on agreement of 1 <sup>st</sup> tenure is 5418 Sfts. And for 2 <sup>nd</sup> phase is 7843.72 Sfts. Plus/on, one and a half higha land ask Shree Choudhary to read if he can, go through from our letters from 05/02/2002 to till date.	The document as sought is enclosed as <b>A – 40</b> . The rest of the query i.e.,

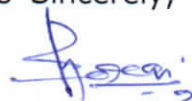
*Pranav*  
29/12/14

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SL. No.	Information sought by the Applicant.	Information provided by CPIO, NER, RHQ.
(63)	As asked for documentary proof that more than 25 persons are after 12 years then again go through our letters from 05/08/2002. I had also shown documentary proof to senior officers of authority that CISF through AAI used our building as SOS BARACK.	clarification does not qualify within the scope of RTI Act, 2005.
(64)	Certified copy of handed over two water pumps, one new purchased and old one which was replaced.	Not Available in the record.
(65)	Certified copy of authorization letter for handing over possession of building.	Not Available in the record.
(66)	Certified copy of original cash memo of water pump provided me for which cost including fitting charges are recovered from us.	Not Available in the record.
(67)	Please clarify actions were taken by your staff for reported over crowdedness of building on 05/02/2002, 28/09/2002 and 31/07/2005 with subsequently unlimited reminders.	Clarifications do not qualify within the scope of RTI Act, 2005.
(68)	Certified and clarified your letter dated 03/11/2005 reason reading of electricity bill was not tallying with meter reading as their was no meter as reported by me to S.D.O., vide letter dated 25/02/2003 and to your on dated 26/02/2003.	Clarification does not qualify within the scope of RTI Act, 2005. The document of letter dated 03/11/2005 not available in the record.

Thanking you,

Yours' Sincerely,


  
29.12.14

( P. K. GORAI )

Sr. Manager (Vig)/APIO, RTI Cell.

Encl. : As above.

A-1  
21/27.1.2000  
198

The Aerodrome Officer,  
Airports Authority of India,  
Civil Air Terminal,  
Jorhat.

Sub:- Hiring of Accomodation for CISF.

Sir,  
In reply to your letter no. AA1/JT/AEP/DP/0001  
CISF/360 dated 22.6.2000, I would like to  
inform you that at our home is approved to  
hire to accomodate CISF contingent, I have  
already started all repairing works, cleaning of air  
ducts including roof & walls with ceiling of  
inside & outside of the building. Also I have  
take up necessary steps to renovate with white  
wash, electrical installations and water supply.

Therefore in this connection, I would  
like to request you to please provide an  
advance of Rs. 1.50 lacs <sup>to provide</sup> ~~advance~~ for better  
facilities. The said advance may be deducted  
from monthly rent, of Rs. 500/- per month as  
as you like.

The Hall of right side of the  
building is repaired by me to accomodate  
all my belongings and to ~~stay~~ <sup>accomodate</sup> caretaker of  
the building to assist all day to day problems  
of the building to the ~~authorities~~.

Thanking you

Yours faithfully,

Manoj

Attorney

Fa Deepa Anand

A-2

197

18<sup>th</sup> November, 2000.

The Aerodrome Officer,  
Airport Authority of India,  
Civil Airport Terminal,  
Jorhat.

Sub: Hiring of Accomodation for CISF Contingent.

Ref: Your letter no. AAI/JT/AERODROME/CISF/360 Dated 27.06.00

Sir,

In continuation to my letter dated 18<sup>th</sup> September, 2000, I would like to inform you that till today neither I have received any reply from you nor received rent from you, though the house was fully renovated as directed by you and CISF staff, since the same have to be occupied from 16<sup>th</sup> August, 2000.

Therefore you are requested to send rent from 16<sup>th</sup> August, 2000 at an earliest date.

Thanking you.

Yours faithfully,

*Deepa Anand*

Deepa Anand.  
House no. 2080,  
Phase 7,  
Mohali - 160062.

Copy to: -

- (1) Addl. Gen. Manager, (Exec-Ops)  
Airport Authority of India,  
Guwahati Airport  
Guwahati - 781015.
- (2) The Director,  
North East  
Airport Authority of India,  
Guwahati Airport  
Guwahati - 781015.

A-3

196

REGISTERED MAIL

12

Dated : ~~24.2.2000.~~

12.3.2001

The Airodrome Officer,  
Airport Authority of India,  
Jorhat Airport  
Jorhat.

Sub : Hiring of accomodation at Jail Road, Jorhat (Assam).

Dear Sir,

I would like to bring your kind notice that in my previous letter dated 18/11/2000 I had requested you to send monthly rent from 16<sup>th</sup> of August to till date for which I got no reply from your end. On your firm assurance I had carried out all necessary renovations and alteration and added one kitchen block as per requirement of the CSIF. I had completed all the works due to urgency of your department despite many odds.

Recently I have come to know that the water pump installed and energy meter is also missing from the building. Therefore you are requested to reside at the building to avoid further theft and sent the rent accordingly.

Kindly reply to the above stated issue and let me know your agreement or disagreement for the occupancy as suited.

Thanking you.

Yours faithfully,

*Deepa Anand*

✓ Deepa Anand.

A-4

195

FAX

6

92

भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA  
राष्ट्रीय विमानपत्तन प्रभाग  
NATIONAL AIRPORTS DIVISION

AAI/JT/AERODROME/CISF/2165-66

Date....26/03/2001....

Mrs. Deepa Mond,  
Jail Road,  
Jorhat, Assam,  
785004.

Sub:- Hiring of Accommodation at Jail Road, Jorhat.

Madam,

Reference is made to your letter dated 12.03.2001 on the above subject, this is to inform you that there was a proposal only for the induction of CISF at Jorhat Airport. For that on behalf of AAI we had a talk with you to hire your building for CISF staff. But since induction of CISF was postponed the idea of hiring the accommodation was also postponed. Accommodation in this regard has already been given to you earlier. No agreement in this regard has been made between you and AAI.

Therefore, until and unless agreement is made and occupancy of the building is taken over, question of paying rent does not arise and our Department is not concern about theft in the building.

*Handwritten notes:*  
Please see your letter  
AAI/JT/AERODROME/CISF/360 dt 22/6/2000 ✓  
NEK/ER/JORHAT (E) /32532-93 dt 27/6/2000 ✓

Thanking You,

Yours With Fullin,  
Rupesh Kumar  
(RUPESH KUMAR.)  
Manager, (Aero)  
AAI, CAT, Jorhat.

Copy to :-

The Regional Ex. Director, AAI, NEH, Guwahati-15  
MANAGER (AFRO)  
Airports Authority of India  
Civil Air Terminal, Jorhat  
(RUPESH KUMAR.)

प्रबन्धक (वि. वि.)  
MANAGER (Aero)

जोरहाट-785004  
JORHAT-785005

REGISTERED A/D

A-5

2/2 202

19A

2

1.10.2001  
14/10/01

The Manager (AFRO),  
Airport Authority of India,  
Civil Air Terminal Jorhat,  
Jorhat.

Sub : Hiring of accommodation at Jail Road, Jorhat.

Sir,

In continuation to my letter dated 4.6.2001, I would like to state that I have not received any reply from your end. So once again I request you to do reply by return post for taking over building. Further I would like to remind you that I have converted/constructed a building as kitchen hall as per requirement and direction of both your and CSIF staff.

CSIF

Thanking you with awaiting your reply.

Yours faithfully,

Deepa Anand  
Attorney

Deepa Anand  
House no.2080  
Sector 61, Mohali  
Chandigarh-160062.

NB:- Since I received message from my friend that you are interested to take my building in this connection, please let me know where you have already submitted my terms & condition and a copy of lease deed. For water & electric connection the same will be provided after taking charge of build. by you) CSIF to prevent more troubles.

Deepa Anand

ENCL:- Two letters:  
one letter of your office  
one letter of Jorhat office

A-6.

193

16

Dated 21st October,2001.

The General Manager,  
Airport Authority of India,  
Guwahati Airport,  
Guwahati.

Sub :- House on renr for CISF at Jail Road,Jorhat.

Sir,

I would like to inform you that your department is harassing me since August,2000 by not paying any rent though the same was scheduled to take over on 16th AUGUST,2000. After sending many letters I was surprised to receive a from the manager, Jorhat, Airport wherein it is stated that they have not asked for take over on rent and had proposal only.

But it is untrue and fact is that the department had asked me to renovate etc. and have fixed rent vide letter no.AAI/JT/AERODROME/CISF/360 DATED 22.6.2000 (letter appended) subsequently an approved was granted by you vide your letter no. NER/ER/JORHAT/(e)32532-93 dated 23/27.6.2000 (letter attached). Your department & officers of CISF had forced me to complete, renovate etc. within a short period due to an urgency, they have provided a copy of your above stated letter as I had reluctant to go ahead with renovations, alterations, rewiring, plumbing & sewage works, because huge investment was require. After satisfying that AAI would surely take over building on 16th August,2000, I had completed all the work in record time as asked for.

I had been informed of disagreement to take over my building not in time as such I had turned down many offers & after receiving disagreement letter, I had not able to let out to other parties as this building is not suitable for other parties as many alterations were made according to requirements and specifications of CISF and AAI manager and his staff.

Now I have a feeling that your department had fooled and cheated me when I have received a letter bearing no. AAI/JT/AERODROME/Admn.1155-57 dated 6.10.2001 wherein it is stated that they have come to know that I have a building to let out and they are interested to take it on rent immediately despite their full knowledge of this matter.

Therefore you are requested to look into the matter and pay all out standing rent with an interest and compensations.

Thanking you,

*Deepa Anand*  
Deepa Anand

A-7

192

118

भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA  
राष्ट्रीय विमानपत्तन प्रभाग  
NATIONAL AIRPORTS DIVISION

Date 06/05/2002

AAI/JT/AERODROME / CISEF / 116

To,  
Mrs. Deepa Anand,  
House No. 2080  
Phase VII, Mohali,  
Chandigarh-160062

Sub:- Return of Agreement.

Madam,

The lease deed which were sent by you to sig the agreement of your building at Jail Road, Jorhat hired by this office for CISEF personels is returned herewith due to some mistakes, shortage of some documents and absence of signatures. It is requested to sent it back after putting corrections which are highlighted in Xerox copy. LEASE DEED is to be written on the top and accompanying with schedule and inventory list.

Thanking You,

Encl :- As above.

Yours faithfully,  
Rupesh Kumar  
(RUPESH KUMAR)  
MANAGER (AERO)  
Airports Authority of India  
Civil Air Terminal, Jorhat

प्रबन्धक (वि०क्षे०)  
MANAGER (Aero)  
AIR TERMINAL, JORHAT - 785005, ASSAM

दुरभाष - ३३४०८७९  
Phone - 3340 879  
Fax - 3340879

जोरहाट - ७८५००५  
JORHAT - 785 005

A-8.

191

10

120

The Manager, (AA1),  
Jorhat Airport,  
Jorhat.

Dated : August 5<sup>th</sup>, 2002.

Sub:- House on rent for CISF situated at Jail Road , Jorhat – Non Payment of security deposit & rent .

Dear Sir,

Regretfully I have to state that till date neither have I received security deposit nor received rent from February to August 2002 though building was handed over to CISF on 29<sup>TH</sup> January 2002. The agreement was considerably delayed by the department by not had been approved the same in time though draft for agreement was submitted first on July 2000 and then again on 19<sup>th</sup> October, 2001 in accordance to letter of the Jorhat Airport Managers letter dated 6<sup>th</sup> October , 2001.

Therefore you are requested to pay/release all outstanding atonce with intrest.

Thanking you,

Yours faithfully,

*Deepa Anand*  
✓ Deepa Anand

Copy to:-  
The General Manager,  
Airport Authority of India,  
Civil Airport ,  
Guwahati.

*CISF*

*20/1/21*  
*9/1/08*

A-9.

190

gs

The Manager, (AAI),  
Jorhat Airport,  
Jorhat.

Dated : August 5<sup>th</sup>, 2002

Sub:- House on rent for CISF situated at Jail Road, Jorhat – Non Payment of security deposit & rent.

Dear Sir,

Regretfully I have to state that till date neither have I received security deposit nor received rent from February to August 2002 though building was handed over to CISF on 29<sup>th</sup> January 2002. The agreement was considerably delayed by the department by not had been approved the same in time though draft for agreement was submitted first on July 2000 and then again on 19<sup>th</sup> October, 2001 in accordance to letter of the Jorhat Airport Managers letter dated 6<sup>th</sup> October, 2001.

Therefore you are requested to pay/release all outstanding atonce with interest.

Thanking you,

Yours faithfully,

*Deepa Anand*

Deepa Anand

Copy to:-  
The General Manager,  
Airport Authority of India,  
Civil Airport,  
Guwahati.

The Manager, (AA),  
Jorhat Airport,  
Jorhat.

Dated : August 5<sup>th</sup>, 2002

Sub:- House on rent for CISF situated at Jail Road, Jorhat – Non Payment of security deposit & rent.

Dear Sir,

Regretfully I have to state that till date neither have I received security deposit nor received rent from February to August 2002 though building was handed over to CISF on 29<sup>th</sup> January 2002. The agreement was considerably delayed by the department by not had been approved the same in time though draft for agreement was submitted first on July 2000 and then again on 19<sup>th</sup> October, 2001 in accordance to letter of the Jorhat Airport Managers letter dated 6<sup>th</sup> October, 2001.

Therefore you are requested to pay/release all outstanding atonce with interest.

Thanking you,

Yours faithfully,

*Deepa Anand*  
Deepa Anand

Copy to:-  
The General Manager,  
Airport Authority of India,  
Civil Airport,  
Guwahati

DT 20.9.2002.

The Manager, (HOD),  
For let Civil Air Port,  
Fulhel.

Sub. - Non Payment of Security Deposit  
and Rent from February 2002.

Dear Sir,

This is to inform that you are  
not- adhering to adhere with terms and  
condition of the agreement. Therefore terms  
and condition of the agreement is void and nil,  
with the date of new agreement and security  
payment of rent with interest by return post.

Yours faithfully,

Almond

Attorney

For DEEPA ANAND

REGD.

A-11

87

22

The Manager, (Aero),  
Airport Authority of India,  
Jorhat Civil Airport,  
Jorhat.

Dated 28<sup>th</sup> Sept., 2002.

Sub:- house on rent at Jail Road, Jorhat.

Ref:- Your letter no. AAI/JT/AERODROME/CISF//783—784 dated

Sir,

With reference to above mentioned letter, we would like to draw your kind attention towards the clause noX of lease agreement wherein this is clearly stated that major defects will be rectified by the lesser. But cleaning of septic tank and other portions of the building are not incorporated into the agreement. Therefore the question of cleaning of septic tank and other portions does not arise. In this context, we would like to bring your kind attention towards one of our previous letters wherein this is clearly stated that the building is over crowded therefore AAI will have to bear cost of defects either minor/major in nature.

Moreover we would like to inform you that as per discussions we had with Shri Bhatia of CISF during initial period of negotiations over phone that a limited personnel will reside in the building.

Further we hereby inform you that we have received rent for six months instead of eight months and rent was paid as late as eight months even security deposit was not submitted till date. Even you have not bothered to make any reply so far of our several registered letters.

In the interest of the environment of area in general and health of the residents in particular, you may pay cost of cleaning or you may deduct it from October rent which will have to be replenish after settlement of all disputes including this one. The Airport Authority of India must have adhere statutory obligations.

Thanking you,

Yours faithfully,

*Deepa Anand*  
For Deepa Anand.

NOT INCURED

रजिस्ट्रार	Ps	q	P
Amount of stamps affixed	22		

क्रमांक No. 550

एक रजि. प्राप्त किया

Received & Registered

पाने वाले का नाम

Addressed to: *Jorhat*

पाने वाले अधिकारी के हस्त  
Signature of Receiving Officer

P.S. I. also find receipts of rent for Aero  
from August-02 to October 02.

Copy to:-

General Manager (Aero),  
Guwahati - Post with postal certificate

*Deepa*

A-12

186

The General Manager,  
Airport Authority of India,  
Guwahati Air Terminal,  
Guwahati.

28<sup>th</sup> Sept., 2002.

Sub :- House on rent for CISF at Jorhat.

Dear Sir,

I am submitting herewith detail of area of building for which we had discussion over phone that your department had occupied more area instead of prescribed /discussed by me with the then manager at Jorhat.

Area actually settled for let out      5418 sft.  
Now occupied by the department      8768 "

So an additional area of 3350 sft. is not included in agreement. Therefore you are requested to look into the matter and take necessary action accordingly.

Thanking you,

Yours Truly,

Deepa Anand

#### DETAIL OF AREA

##### GROUND FLOOR:

Ground floor as per drawing	128.85 Sqm.
Passage of main gate	45.59 "
Toilet of Ground floor 3.3x2.2 Mtr,	7.26 "
Backside Varandha 9.9 x2.2 Mtr,	21.28 "
Area below Lounge passage)	28.00 "

##### FIRST FLOOR :

Total area	313.50 "
Staircase area 3.3x3.2	10.56 "

605,04 SQM. = 6486 sft.

##### OTHERS:

Area between 1 <sup>st</sup> & 2 <sup>nd</sup> floors 3.3x10.10	357 "
Kitchen house 50 x 30 feet.	1800 "
Pump House 5 x 5 feet	25 "
2 Toilets on open space built only for CISF	100 "

Total

8768 "

uPC

(38)

(191)

(185)

A-13

From : Deepa Anand ,  
House No. 2080,  
Sector 61,  
Mohali - 160062.  
Chandigarh .

Dated : 11.11.2002

The Manager (AERO),  
Airport Authority of India ,  
Jorhat Civil Airport ,  
Jorhat .

Sub :- Rented House For CISF , Jorhat .

Sir ,

Regretfully I have to say that you are not paying the rent regularly since taking over the building and even not have paid the security deposit , which had to be deposited before taking over the building , resultant I am facing hardship and suffered heavy financial losses and am spending this period in agony .

Thus you are requested to pay all outstanding amounts with interest from inception . Also enclosed herewith are one pre receipt of rent for the current month .

CISF

paid up to  
8th Dec 2002

Yours faithfully ,

Nancy  
For Deepa Anand .

A-14

18A

31

169

1/2

18

18

Dated 26<sup>th</sup> Feb., 2003.

The Manager, Aero,  
Airport Authority of India,  
Jorhat Airport Terminal,  
Jorhat.

Sub : rented house to CISF at Jail Road, Jorhat.

Sir,

Please find herewith one copy of a letter addressed to the S.D.O. II, ASEB, Jorhat requesting him to install energy meter. As same is missing from house. As occupancy of building is with you since 28<sup>th</sup> January 2002, so kindly pay some money towards consumption of electricity.

Thanking you,

Yours faithfully,

*Deepa Anand*  
Deepa Anand

*Alamatta*  
*04/4/03*

A-14

183

2/2

168

Dated 25<sup>th</sup> February, 2003.

The S.D.O. (II),  
Assam State Electricity Board,  
Jorhat, Assam.

Sub : Installation of New energy meter.

Sir,

I would like to request you that energy meter of my house is stolen which is unnoticed by occupants of the building, the Airport Authority of India. The same is come to know me when I enquired from them about payment of electricity bills. Therefore I am requesting you to provide one new meter to my house which is situated near rail crossing on Kushal Kunwar Path on necessary payments. In meantime I have asked to the Airport Authority of India to pay a lump sum amount towards payment of energy consumed. You are also requested to asses consumption and issue necessary bill(s).

Thanking you.

Yours faithfully,

*Deepa Anand*  
✓ Deepa Anand

✓ Copy to:-  
The Manager, AAI,  
Jorhat Airport,  
Jorhat

A-15

182

37

1/3

Dated 27th March, 2003.

The General Manager, (Aero),  
Airport Authority of India, NER,  
Civil Air Terminal,  
Guwahati.-785105.

Through The Manager, AAI, Civil Air Terminal,, Jorhat.

Sub :- MY RENTED HOUSE TO AAI FOR CISF CONTIGENT.

Dear Sir,

I am submitting you a few lines to illustrate my grievances for your kind consideration and disposal for redress of complicated matters.

That Sir, I had renovated, altered and executed constructional works including all new wiring, plumbing etc. works after convinced by approval of authority vide letters bearing number AAI/JT/AERODROME/CISF/360 dated 22.6.2000 and NER/ER/JORHAT(E)/32532-93 dated 23/27.6.2000, Therefore as per approval of authority I had renovated my house in every respect.

As AAI wanted to take over building as soon as possible they pressed me hard to complete all works at the earliest and scheduled to takeover building on 16th August, 2000. As AAI failed to takeover building up to the 18th August, 2000, I left Jorhat & waited for replies of my various letters but no reply was made by AAI. When I had raised a demand for rents & cost of goods which were stolen from my house, then I had received a reply which AAI had stated that we had not asked for rent but put forward a proposal only.

I, had informed by AAI of their disagreement not in advance as I had turned down many offers and after receiving disagreement letter, I was not able to let out to any other parties as many alterations were made according to requirements and specifications of the CISF & AAI.

But to my great astonishment department had sent me a letter bearing number AAI/JT/AERODROME/ADMN 1155-57 dated 06.10.2001, wherein it is stated that the AAI had come to know, that you have a building to let out and they are interested to take it on rent despite the fact that their full knowledge of all the matters.

In response to letter of the Manager AAI, again I had submitted draft of an agreement but same was considerably delayed by the Authority by not approving till handing over building on 29th January, 2002 & till 6th February, 2002 of my prolong stay at Jorhat instead the department had provided their own draft by fax instead to send it by post as agreed upon by the manager. The said draft was in very bad condition & no body was able to read it.

Though I had submitted agreement with those conditions which were discussed in presence of the Deputy. Commandant of CISF but were changed by the authority. The changes were made as follows :-

- \* Monthly rent to be paid on 15th of every month instead of 5th.
- \* Lease period of 24 months instead of 12 months.
- \* Date of commencement of lease from 8th February instead of 1st.
- \* Apart from above till date copy of agreement is not provided.
- \* Also security deposit of Rs.42300/- is not provided.
- \* And rent for Rs.25000/- was decided by mutual understanding between us
- \* and the then the AAI & CISF for an area of 5418 sft .
- \* Also an addition area of 3350 Sft. is occupied by the authority by
- \* scattering all my belongings.
- \* Also rent for an area of 3350 Sft. beyond a prescribed in agreement
- \* is yet to be provided.

Finally capacity to accommodate persons are limited for septic tank. Thus for hygienic atmosphere more accommodation is require , so a suitable amount is to be provided as an advance to build more rooms for healthy and also for better amenities like water supply from recently introduced pipe lines and/or water purifier.

Till date no electricity bill is paid to the ASEB probably as no any bill may receive from them. Therefore it is requested to deposit a lump sum an amount with the electricity department towards cost of consumption charges of electricity for fourteen months to avoid any complicated situation.

Therefore your are requested to consider my genuine request as detailed below :-

180  
39  
3/3

- \* Release rent for period from 16th August 2000 to 8th February, 2002.
- \* Provide requisite security deposit
- \* Release rent for an area of 3350 sqft. other than of specified.
- \* Provide a copy of an agreement.
- \* Pay required sum towards electricity consumed during 1st February, 2000 to till date.
- \* Pay monthly rent on or before every 5th of the month.

Thanking you in anticipation.

Yours faithfully,

*Deepa Anand*  
✓ Deepa Anand

copy copy

A-16

179

19/10

36

REGISTERED A/D

Dated Mohali the 4th September, 2003.

The General Manager, (Aero),  
Airport Authority of India, NER,  
Civil Air Terminal, Guwahati,  
Guwahati.

Through The Manager, AAI, Civil Air Terminal, Jorhat.

Sub :- Amendment of my letter dated 27th March, 2003.

Sir,

Please find herewith my above mentioned letter which was full of mistakes duly amended for your kind disposal and early disposal.

Thanking you,

Yours faithfully,

*Deepa Anand*  
Deepa Anand

NOT INSURED

Amount of Stamps affixed 35

Received & Registered

Addressed to Jorhat

Signature of Receiving Officer [Signature]

Stamp: AIRPORT AUTHORITY OF INDIA, NER, JORHAT

No. 2349

A-17 (178)

40

REGISTERED LETTER

Dated Mohali, 31st October, 2003.

The Manager, (Acro),  
Airport Authority of India,  
Jorhat Air Terminal,  
Jorhat.

SUB :- My rented house to CISF.

Sir,

Reference to your letter no. AAI/JT/AERODROME/CISF/2460-61 dated 11.10.2003, I would like to draw your kind attention towards my registered letter dated 28th September, 2002, wherein I had stated that my rented building is over crowded and authority had/have not adhere statutory obligations of agreement as have not deposited security deposit, therefore AAI will have to bear cost of all defects. And as building is overcrowded water supply system is disrupted time and again. Therefore cost of damages or cost of water pump or any damages are to be born by the authority.

The contractor of plumbing and water supply has informed me that as occupants of the building require water in huge quantity in short period, thus water supply system disrupted frequently. However I have directed to the contractor to rectify the problem immediately in interest of hygienic conditions of surrounding and to keep good relations between us and for convenience of occupants.

An important aspect which I want to mention is that as authority have not adhere stipulated conditions of the agreement by not providing security deposit till date and not sending rent in time thus I am suffering financially very much as interest from security deposit is also a part of rent /income. Thus agreement automatically is null and void since building have taken over by the authority.

Therefore to regularize agreement & sort out other problems such as my belongings, building materials scattered here & there and rent for left out portion of building etc. which was informed earlier in August 2002 and reminders have been sent many times. So I am visiting on or before 20th of next month.

Yours faithfully,  
*Deepa Anand*  
Deepa Anand.

GPO CHANDIGARH 160017  
SP-900, EE77005 PRADEEN  
Counter No:1, CP-Code:44  
TO: MANAGER AERO, CIVIL AIR TERMINAL  
JORHAT, PIN: 785  
From: ANAND ASSOCIATES, MOHALI  
Wt: 40grams,  
Amt: 60.00, 10/11/2003, 12:06:20  
ENQUIRY UPTO ONE MONTH ONLY



21

A-18 41

177

Dated Mohali, 29<sup>th</sup> December, 2003.

The General Manager, (Aero),  
Airport Authority of India,  
Civil Air Terminal,  
Guwahati Airport,  
Guwahati.

24

Sub :- Rented house at Jail Road at Jorhat for CISF barrack.

Sir,

In continuation of my letter dated 27th March, 2003 and sent again on 18th September, 2003 duly amended. Please find herewith detailed claims along with various sent to you & manager (Aero) for your kind consideration & disposal, as same is pending since a few years for above mentioned house rented to the AAJ through the manager, AAJ (Aero), Jorhat.

- (1) Rent was not released from 16TH August, 2000 to 8th February, 2002  
Rent Rs.13000/- for 5418 sft.  
For determination of rent for 8768 sft. 13000/- divided by 5418 sft. : Rs.2.40 per sft.  
Therefore for 8768 sft @ Rs.2.40 per sft. 21000/- per month  
  
Therefore for 17 months and 24 days Rs.373800.00
- (2) Rent was not paid for 3350 sft. area which had to be remained with us .  
and occupied by CISF by removing our belongings  
For determination of rent for 8768 sft. Rs.14300/-divided by 5418 sft.:@ Rs.2.64 per sft.  
  
Therefore rent for 24 months up to 7th February, 2004 Rs.212400.00
- (3) Intrest on security deposit not provided at all  
from 8th February 2002 to till date. Rs. 18421.00
- (4) Traveling expenditure from time to time Rs. 16580.00
- (5) Intrest for delayed release of rent Rs. 24048.00
- (6) Cost of harassment

This has been to mentioned here that during 2000-2001, market rate of rent was Rs. 5/- per sft. of plinth area . Rent for vacant land is up to the authority to settle. Cost of augmentation of water supply is extra as I had/have to provide to more then 25 peoples.

Thanking you.

Yours faithfully,

*Deepa Anand*  
Deepa Anand

धोना नहीं NOT INSURED

आवेदन का मूल्य

Amount of Stamps affixed

Received & Registered

Addressed to

क्रमांक No 995

पते वाले अधिकारी के दस्तावेज Wing Officer

The bills are in arrears callie.  
and the then (M.H.C.) - how  
inform me that decision / payment  
will be made out

24

A-19

176

43  
1/2Dated 17<sup>th</sup> March, 2004.

The General Manager, (Aero),  
Airport Authority of India,  
CAT, Guwahati,  
Guwahati.

Sub :- Lease accommodation provided to CAT, Jorhat for CISF.

Sir,

I would like to inform you that a list of maintenance work was handed over to me and reply/comments is also appended herewith as detailed below.

- |  |  |
|--|--|
| 1. Water supply connection.                                    | :- Already provided on 2 <sup>nd</sup> March, 2004.  |
| 2. Repairing of electric wire and provision of electric meter. | :- There is no fault, as there are more than 40 persons are residing for augmentation of electric supply. ASEB had told us to clear all payments of 24 months. |
| 3. Provision of storage tank for supply water.                 | :- Not require as there is a little supply if require same will be provided, <i>এই তথ্যটি (S.D.)</i>   |
| 4. Front side waste water pipe.                                | :- Damaged by occupants by throwing leftover eatables and converted wash basin to kitchen sink. the same will be repaired by AAI                               |
| 5. Provision of three drain covers.                            | :- Is being provided.  |
| 6. Repairing of Boundary walls.                                | :- Already repaired.   |
| 7. Glass windows.  | :- Damaged by occupants same will be repaired by the AAI.  |
| 8. Repairing of hand pump.                                     | :- Repaired with filter replacement.   |
| 9. Repairing of kitchen roof                                   | :- Is being repaired.  |
| 10. White washing of building.                                 | :- After receiving of S.D.   |
| 11. provision of New/extra gate.                               | :- After receiving S.D.  |
| 12. Repairing of bathroom roof.                                | :- After receiving S.D. as a new window have to be provided.   |

*copy to be provided*

12/

- 13. Provision of 8 nos. of ceiling fans :- After receiving S.D.
- 14. Installation of water filtration plant :- to be provided at an extra cost with provision of augmentation of water supply at least for 50 persons.
- 15. Cleaning of sewage system :- Damaged/blocked by occupants so be repaired by the AAI.
- 16. Repairing of floors. :- Damaged by occupants as every room have cooking arrangements and even cycles and bikes are park inside living rooms and bathroom.

The above is for your kind information please.

Yours faithfully,

*Deepa Anand*  
Deepa Anand

PHONE : 5094445  
FAX : 0172 509 1542

DEEPA ANAND  
HOUSE NO.2080,  
SECTOR 61,  
MOHALI,  
CHANDIGARH.

Dated 28<sup>th</sup> April,2004.

Sub : Lease accommodation for CISF, Jorhat.

Ref : Your letter nos. AAI/NER/AERO/OPN/JT/128-30 dated 31.3.2004  
and AAI/NER/AERO/OPN/418-19 dated 7.4.2004.

Sir,

I would like to bring your kind notice that there is no discrepancy in measurement. The area pointed out, are not counted/included on abstract. As the deputed engineer left the site/office then and there leaving us with no time to check abstract. This was already brought to the notice of the manager, Jorhat and D.C., CISF next day.

For measurement it is simple to locate left out area from abstract as illustrated by us on drawing of your said engineer and faxed to you on 6.4.2004.

Regarding lease deed agreement I had visited your Guwahati and Jorhat offices first during December,2003 and again on Feb-March,2004 to finalise lease deed agreement. But nothing concrete result was emerged so far. Instead unreasonable/unfair condition(s) were raised by your office through the manager, Jorhat to get a receipt for full and final settlement of all dues before execution of lease deed agreement.

Therefore both my visits are in vain, resultant I have suffered huge financial loss. Hence you are requested to expedite payment of S.D. and rents.

Yours faithfully,

  
✓ Deepa Anand

Copy to Shri J. C. Saha

SPEED POST

FAV COPY

P-29

A-21

173

44

Dated 5th February, 2005.

The Manager,  
Airport Authority of India,  
CAT, Jorhat.  
Jorhat-785005.

Sub : Building rented to AAI, Jorhat.

Sir,

Please find herewith enclosed four rent receipts in duplicate and modified as asked for.

Regarding deductions of TDS this may be noted that during course of negotiation of rent deed this factor was not considered as to claim refunds it will take time and toll to get release/refund from concerned department. Therefore rent to be modified from April, 2004 to onwards as also some portions of the building was not included despite our best efforts and illustrated many times on drawings submitted to concerned authorities.

Further it is appeared, that your office does not want to get the building repaired by not permitting my representatives to do jobs. Once again you are requested to do the needful as was discussed with you over the phone.

You are also requested to expedite release of rent as per agreement i.e. on or before every 5<sup>th</sup> of the month and send by speed post. Moreover you are also requested to clear all outstanding bills of water and provide copy of receipts of bills of electricity along rent of left out portion of the building as discussed on Dec., 2003 & Feb., 2004 with you and the General Manager, Aero along DGM, Finance and others at an earliest possible date.

Thanking you,

Yours faithfully,

*Deepa Anand*  
Deepa Anand

Copy to :-

1. GM, Aero. For your kind information and necessary action,
2. DGM (F). As per minutes of the meeting this was decided that payment of left out portions of the building will be provided after through measurement of the building

NSEC CHANDIGARH (180017)  
SPEED 774346825 IN  
Counter No: 2, CP-Code: AAI INDIA POST  
To: MGR, AAI  
JORHAT, PIN: 785  
From: DEEP ANAND, M.L.  
Wt: 25grams,  
Amt: 50.00, 09/02/2005, 13:24  
Have a nice day

NSEC CHANDIGARH (180017)  
SPEED 774346799 IN  
Counter No: 2, CP-Code: AAI INDIA POST  
To: G M, L G B IA  
CHANDIGARH, PIN: 781  
From: DEEP ANAND, M.L.  
Wt: 25grams,  
Amt: 50.00, 09/02/2005, 13:25  
Have a nice day

REGISTERED A/D

A-22 172

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172

Dated 28<sup>th</sup> February, 2005.

The Manager,  
Airport Authority of India, Aero),  
Civil Airport Jorhat,

Sub :- Our building rented to AAI, Jorhat.

Sir,

Please find herewith pre-receipts in duplicate for the months of March and April, 2005 for sending rent in time. It may be mentioned here that by sending payment of any nature by cheque or draft is a proof of payment & does not require to withheld payment. We are regularly sending receipts in advance but release of rents are considerably delayed every time and again. As you had said over phone that since Finance department has instructed you to not release payment of rent. The AAI is not adhering terms and conditions since 1<sup>st</sup> February, 2002 which may please be noted and a suitable reply is awaited from you.

You are also requested to release much awaited payment of rents and water supply bills to enable us to repair building.

Yours faithfully,

*Deepa Anand*

For Deepa Anand

Pre-Receipt (s)

Received Rs.8182/- (Rupees eight thousand one hundred eighty two only) for the month of March 2005, excluding water and electricity charges and Rs.13060/- (Rupees thirteen thousand and sixty only) for the month of April, 2005 excluding water and electricity charges.



*Deepa Anand*

A-23 (171) 48

REGISTERED

33

Dated 25<sup>th</sup> April, 2005.

The Manager,  
Airport Authority of India,(Aero),  
Civil Airport Jorhat,

Sub :- Our building rented to AAI, Jorhat.

Sir,

Please find herewith rent receipts in duplicate/ modified as asked for.

Regarding water supply and energy bills, I would like to request you that, I had also asked for release for rent of remaining portion of building which may please be ascertained from the area mentioned on both agreements. I had already submitted my bills to your offices for payments and of various subjects. For the first time I have received reply from your end ( since building handed over to you ) though I had sent many letters of various subjects.

Therefore you are requested to expedite payment for rents, water and electricity supply bills thus enable us to take up repair works. You are also requested to repair portion of building themselves which was damaged by occupants and reported to you earlier.

Further please expedite payment of rent for current month which had to be released on or before 5<sup>th</sup> April,2005.

Yours faithfully,

*Deepa Anand*

For Deepa Anand

Copy to:-

The General Manager, (AERO),  
NER, AAI, Guwahati, Assam.

SECTOR 55 POST OFFICE <160055>

RL B 3949

Counter No:2, OP-Code:KIPAN

To: MGR AIRPORT AUTH OF, INDIA

JORHAT



11:20:25

Pat:22.00 , 26/04/2005 , 14:53:56

Have a nice day

A-2A

170

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137

1/2

~~1/2~~

Dated 31<sup>st</sup> July, 2005.

The Manager, (Aero),  
Airport Authority of India  
Civil Air Terminal, Jorhat  
Jorhat-785005.

Sub ; - Rented house at Kushal Kunwar Path, Jorhat.

Sir,

Reference to your letter no.AAI/JT/AERODROME/Deepa Anand/414 dated 6.7.05, I would like to make reply/positions of defects pointed by your good self as detailed below :

1. All defects pertaining of electrics and related are occurred for over using and misuse by occupants and as well as the building is over crowded. Thus all defects will have to be rectified by the AAI themselves including cost of repairing and materials.
2. Provision of ceiling fans is beyond of our scope as same were already provided every place of requirements.
3. All CC flooring was ruined by using all rooms and halls as occupants are using every space of their living as individual kitchen and in addition as parking including bathroom of main building in this connection I had already informed to you in past, so the same have to be get repaired by the AAI themselves including all the cost. Regarding cement plastering, this work will be repaired by me within a short period.
4. The water supply and purification system was provided before and after handed over building to you but system was not maintained by mess In charges as agreed upon by them as CISF had not permitted our caretaker cum chowkidar to stay there.
5. The toilets doors are provided every rooms and toilets other then main building are exclusively constructed and provided thus how toilets have damaged doors.
6. The white wash to be done immediately inner side and for outer to be done after rainy period is over i.e., after Shri Durga Puja.
7. There is no question of low quality of wood and sub standard construction. For your kind attention this portion of the building have A.C. Sheets instead G.I. Sheets as mentioned by your good selves. Every genuine defects will be removed immediately.

2/2

169

138

10/200

8.The CC flooring was provided but same is spoiled, ruined and destroyed due to lack of proper cleaning of the building and mostly not properly used as already a written complain was filed with you.

9.The water tank and pipe lines to be repaired by us immediately.

10.Due to misuse of the water pump the same may have again gone out of order. I have replaced four such pumps within a span of three years and unable to provide again. In this connection please see our letters dated 5.8.2002, 28.9.2002, 11.11.2002 and 4.9.2003


11.An extra facility & cannot provide free of cost.

12. This is also as stated for item 4.

13. For your kind information these are main whole covers and have stone pipe lines and have a safe distance from well the same building is/was our residence and we were using water from well for every purpose including drinking with a portable water filter. As desired and required I had provided a separate connection of water supply from approved water supply source for drinking purpose only. But limit of requirement is always unlimited therefore time and again water pumps are gone out of order. This is clearly a case of manipulation of my generous nature and AAI have put a huge force for which my building is not capable. The occupancy must be restricted to 20-25 persons for family as this was clearly stated to Shri Bhatia & Shri Vishshith of CISF before and during negotiations, therefore occupancy must be limited up to 20-25 persons only in interest of physically and mentally health of occupants .

During my visits this is found that the force is living in a small place in a pity situation as AAI have put more then 80 persons in early days wherein actual provision of 20-25 persons only and I have counted 63 beds from my last visit on March,2004, for repairing works and installation of water treatment system and replacing pump.

Yours faithfully,



J. S. Anand  
For Deepa Anand  
House no.2080,  
Sector-61,  
Mohali-160062.

A-25

168

361

22 149

From : Deepa Anand  
# 2080, Sector 61,  
Mohali-160062.

Dated 30<sup>th</sup> Nov. 2005.

To  
The Manager. (Aero),  
Airport Authority of India  
Civil Air Terminal, Jorhat  
Jorhat-785005.

Sub: Rented House at Kushal Kuuwar Path, Jorhat.

Sir,

Reference to your letter dated 25.7.05. I would like to inform you once again that since the building was handed over to you on 26<sup>th</sup> January, 2002 not a single penny is paid towards water and electricity charges. This building was purchased from Shrimati Indira Shergill, so bill should be paid and receipt may be kept along copy of sale deed for your office record which was handed over to you. The same matter was suggested earlier but it seems your office does not want to pay a single penny towards water and electricity. The rent of last month is yet to be released though same has to be paid on or before every 5<sup>th</sup> day of month.

You have also jeopardized my position by not paying rent on time, not provided rent from 16<sup>th</sup> August, 2000 to 7<sup>th</sup> February, 2002, not accurate paid rent from 8<sup>th</sup> February to 31<sup>st</sup> March, 2004 and not provided Tax Deduction Certificates to claim refunds from Income Tax Authority. These have hampered the renovation of the building. The water supply is provided by installing many pipe lines, water pumps etc. The bill of water charges and others as submitted earlier and stated above, should be kept ready to enable repair & renovate the building as I am reaching on or before 28<sup>th</sup> December, 05.

Yours faithfully,

*J.S. Anand*

J.S. Anand  
For Deepa Anand

Copy to :- The General Manager, (Aero),  
North East Division,  
Guwahati.

The General Manager, Finance,  
North East Division,  
Guwahati.

TDS certificate(s) may be provided to the party fl.  
as requested.

*A. Choudhary*  
15/12/05  
Acty. GM (Aero)

GM (Fin.)

A-26

167

113

1/2

37

REMINDE-R

Enter 25th January 2006

37

Date : 17/01/2006.

From : Deppa Anand  
// 2080,  
Sector 61,  
Mohali-160068.

To,  
The Manager,(Aero),  
Airport Authority of India,  
Civil Air Terminal Jorhat,  
Jorhat.

**Sub :- Rented House at Jail Road, Jorhat**

Sir,

I would like to request you that I am regularly asking payment of rent for leased period from 16<sup>th</sup> August ,2000 to 7<sup>th</sup> February,2002, rent for area 2471 sfts. on and above of area 5418 sfts., for period from 8<sup>th</sup> February, 2002 to 31.3.2004; water consumption charges for occupants by installing sanitary, plumbing and laying of pipe lines etc. A detailed bill for the same was furnished many times and latest by 19<sup>th</sup> July,2005.

A brief history of events was submitted earlier also is again submitted herewith for your kind consideration and disposal as detailed below.

- 22.6.2000 This letter was received of rent approval and directed for renovation etc.
- 27.6.2000 As I was reluctant to accept this offer, therefore, the Manager handed over a copy this letter of General Manager to me <sup>to</sup> and an official of CISF. As per urgency to takeover building on 16<sup>th</sup> August,2000, AAI and CSIF had forced me to <sup>make</sup> huge investment.
- 26.3.2001 As rent was demanded a reply was received from AAI that we had made a proposal to you and not asked for rent.
- 4.6.2001 Then a suitable reply was made but AAI not responded till date.
- 6.10.2001 <sup>Amisizingly</sup> ~~Imagining~~ a letter was received from AAI wherein they had stated that they are looking for an accommodation and they had come to know that you have a building for rent. Initially I had refused to let out but Mr. Bhatia of CISF persuaded me to agree but on the conditions that they will accommodate not more then 25-30 persons and would maintained building in good condition in this regard please see your letter dt.19.11.2001.
- 21.10.2001 A letter was submitted with full events.
- 5.8.2002 The building was handed over on 28<sup>th</sup> January 2002 but agreement was not prepared by AAI though the draft agreement was sent on 19.10.2001. When I had renovated my building for 2<sup>nd</sup> time by visiting again visited, the Manager had told me in presence of the Dy. Commandant. That still he had not seen draft agreement submitted by you, so I had to come back without Agreement. After that I had compelled to accept managers draft agreement at a later stage. A letter was sent by me stating that my goods are scattered and requested to collect and stacked at one of the rooms which were locked by me to store my personal effects and surplus store of building materials. Thus an area of 2471 sfts on and above specified on the agreement were also occupied by CISF by deploying more then 80 persons and building was overcrowded. The occupants had used my wooden planks, plywood, paints, door fittings etc.

22/01/02  
Action: To be discuss with GM (Aero)  
(Deppa Anand)

- 4.9.2003 A request was made to redress my grievances
- 28.9.2003 A letter was received from f or clearing of septic tank etc. which was cleaned by AAI themselves as there is/was no provision to clear sewerage related items. During a meeting convened by General Manager and also participated by other senior officers including Law Officer, DGM., (Finance) and DGM (Engineering) besides others. And this was decided that AAI will sent an engineer from Dimapur to take measurement of the building to ascertained actual area to settle rents for past and future tenure. The measurement was taken place and rent for whole building was settled for 2<sup>nd</sup> tenure but rent for 2471 sfts. left out area of 1st tenure was not released..
- 1.10.2003 Again reminded that as building is over crowded therefore any defects of any nature minor or major if arise will have to be repaired by AAI themselves.
- 17.12.2003 In the interest of occupants I had allowed to purchase water pump on my behalf and requested to pay bill for electricity consumed from 28<sup>th</sup> January,2000. But pump was purchased and amount was deducted from rent but electricity bill was never paid.
- 18.12.2003 Claims handed over to GM who in response advice me in presence of DGM to submit in detail consequently the claims was submitted on 29.12.2003. But after that I have not received any thing from AAI, despite many reminders.

Therefore I request you to go through the appended letters and release payments at an earliest date, *and enable me to renovate building expeditiously.*

Yours faithfully,

*J.S. Anand*

J.S. Anand  
For Deepa Anand

Enclosed: \_ 17 letters as stated above.

*Copy forwarded to:-  
The GM, NER, AAI, COCHIN*

A-27 (165)

(43) (115)

(38)

*Deepa Anand*

Dated 20<sup>th</sup> Janaury,2006.

The Manager, (Aero),  
Airport Authority of India  
Civil Air Terminal, Jorhat  
Jorhat-785005.

Sub ; - Rented house at Kushal Kunwar Path, Jorhat.

Sir,

In continuation to my letter dated 24<sup>th</sup> December,2005, I would like to add that as rise in maintenance and other costs etc. I am not able to reduce rent as demanded, monthly rent of Rs.37000/-. From 1<sup>st</sup> April, 2006 as current tenure is going to expire on 31<sup>st</sup> March, 2006. Also water charges are extra.

As I have not receive rent from November,2005, so I am facing very hardship and as you have not arranged payments of outstanding bill, repairing and renovation of building is also hampering. Therefore you are requested to do needful.

Yours faithfully,

*J. S. Anand*

J. S. Anand  
For and on behalf of  
**Deepa Anand**

Copy to:-  
The General Manager, (Aero).  
NER, Guwahati.

Encl - one letter to manager dt. 21/1/06

*20/1/06*  
*To be discuss with GM (Aero)*

92

1/2

Dated 8th February, 2006.

The Manager, (Aero),  
Airport Authority of India  
Civil Air Terminal, Jorhat  
Jorhat-785005.

40

Sub ; - Rented house at Jail Road, Jorhat.

Sir,

Reference to your letter no. AAI/JT/AERODROME/1282-84 dt. 1.2.2006, this is to inform you that rent with interest for tenure from 16<sup>th</sup> August to 7<sup>th</sup> February is payable by you as per law. In this connection please refer to my letter dated 21<sup>st</sup> October, 2001.

Possession of the building with an area as specified on agreement was handed over to you through Sub Inspector, Shri Gupta on 28<sup>th</sup> January, 2002. But agreement was not prepared by you for reasons best known to you though draft of the agreement was again submitted to you in October, 2001. So I was made to return disappointedly. The draft agreement was made in high drama which was illustrated many times to you and General Manager, (Aero). Finally I again visited Jorhat for signing agreement only. When I was allowed to visit my building, surprisingly I found that building was overcrowded and this matter was brought to the notice of you and General Manager, (Aero) then and there over phone and through letters. My personnel belongings and surplus construction materials were missing from the building and same matter was also informed to you and your superior immediately.

As you are well aware that a meeting took place at the office of the GM, (Aero), Guwahati and as per minutes of the meeting it was decided and agreed to revise the rent after thorough checking of area of the building. Therefore payment as asked by me is also payable as per law.

Regarding repair, I would like to remind you that deteriorating condition of the building is because of over crowding and the building was used and also being used as transit camp and as railway station. I had already informed many times to the AAI that repairing of any defects in any nature either minor or major would have to be repaired by AAI themselves as AAI had failed to adhere to the conditions of the agreement.

But in my own interest I had started repairing work as I had told you. Since you had failed to provide payments of my bill and refused to release overdue rent for

2/2 163

93

... months for reasons best known to you despite my advance request to arrange same as I am visiting city for repairing. Any way I had started repairing work by taking loan from my friends for the sake of my building. The progress of repairing work may be hampered as I am not available at site of work as you have procrastinate me resultant I have to return back. You are also provided TDS certificate as late as on 12.1.2006, though same was ready for dispatch on 30.4.2005. So for any liable to penalty for delayed submission of Income tax return, you would be responsible. You are already liable to penalty u/s 272A (2) (g) of Rs.100- for each day of default for delayed release of TDS.

You are well aware that the repairing work is going on since 16<sup>th</sup> January,2006 and thereafter you had met me at site, therefore your remarks on this subject is highly objectionable & not acceptable. This clearly states the nature of your intention.

You are hereby informed to arrange and clear my bill(s) without any further wrongful delay so as to enable me uninterrupted repairing of the building.

Yours faithfully,

*J. S. Anand*

J. S. Anand  
For Deepa Anand

Copy to:-

✓ 1. The General Manager, (Aero).  
NER, Guwahati.

2. The DC,  
CISF, CAT, Jorhat.

-You are requested to ask your staff to use ground floor toilet instead of first floor, the same may be converted to store room which I have intended to do so. Further you are requested to use ground floor toilets instead of first floor as waste pipe line is damaged by occupants of front side and as waste pipe is missing from street side. You are also requested to shift recreation room from first floor to second floor as per earlier practice.

3. The I.T.O., Mohali Ward, Chandigarh.

GPO CHANDIGARH (160017)  
R. C. 4437  
Counter No. J.P. - Chandigarh  
To: THE MANAGER (AERO) AIRPORT AUTHORITY  
JERIAL-4524



भारतीय डाक  
GPO CHANDIGARH (160017)  
R. C. 4437  
Counter No. J.P. - Chandigarh  
To: THE MANAGER (AERO) AIRPORT AUTHORITY  
JERIAL-4524





सुरक्षा सहित सेवा

F : AAI/JT/AERODROME/Deepa Anand/

To.

Mrs. Deepa Anand,  
2080, PHASE-VII,  
Sector-61, Mohali-160062,  
CHANDIGARH.

Sub:- Termination of leased accommodation: CISF Barrack at Jorhat Airport.

Madam,

It is to intimate that our competent authority is pleased to extend the existing leased accommodation CISF barrack at Jail Road, Jorhat for a period of two months only from 01.04.2006 on payment of rent of Rs. 21,242/- per month at the present terms & conditions. Hence the leased accommodation Barrack provided for CISF at jail road, Jorhat will be vacated by 31.05.2006 and Airports Authority of India will not further extend the lease contract with you.

This is for your information please.

Thanking you.

Copy to:- The GM(Aero), AAI, NER, LGBI Airport, Guwahati-15  
for information with reference to your office letter no.  
AAI NER ESTAFF (LEASE) CISF 17674 dt.05.04.06

Manager (Aero)

Manager (Aero)

*o/c* *Raj. Kumar*

प्रबंधक (विमानपत्तन)  
MANAGER (AERO)  
भारतीय विमानपत्तन प्राधिकरण  
Airports Authority of India  
जोरहाट/JORHAT-785005

A-30 (161)

53

44

DEEPA ANAND  
# 2080, SECTOR 61  
MOHALI-160062

BILL

Dated 14<sup>th</sup> June, 2006.

To,  
The Manager, (Aero),  
NER, Airport Authority of India,  
Civil Air Terminal, Guwahati. জুৱাৰী ৭  
Guwahati. জুৱাৰী ৭.

No.1

Part 'A'

Rent for 17 months and 24 days for the period from 16<sup>th</sup> August, 2000 to 7<sup>th</sup> February, 2002.

The building was repaired and renovated as per direction of AAI & CISF as suitable for barrack purpose including kitchen cum dining hall, laundry unit against written order vide memo no.AAI/JT/AERODROME/CISF/360 dated 22.6.2000 of the Manager, (Aero), CAT, Jorhat. As I was reluctant to accept offer reasoning that if the authority refused to take over the building after renovation, then the Manager, CAT, Jorhat had assured me that they have very urgent requirement of accommodation and would definitely take over building and taken me in full confidence when he had provided me and to an official of CISF, a copy of letter of the General Manager, Aero, NER, Guwahati, Assam bearing no. NER/ER/JORHAT (E) / 32592 - 93 dated 23/27.6.2000 for my satisfaction.

As AAI & CISF wanted to take over building as soon as possible, they pressed me hard to complete all works at the earliest as scheduled to take over building on 16<sup>th</sup> August, 2000 in this connection Shri Mishra, the then Commandant summoned me to his office at Cinnamara complex of ONGC and instructed me to complete all works at any cost. Also he had deputed many officers to monitor daily progress of the building with full direction of their requirement of modifications.

Thus I had completed all the works by raising loan from various agencies and market for which I am not able to clear their account till date. And they all had got issued legal notices to me. Around 14<sup>th</sup> August, 2000, a joint inspection was conducted by AAI and CISF staff. To see that building was completed or not in all respect for take over on 16<sup>th</sup> August, 2000. After detailed discussion, I had left for home.

When I had made a demand for rent, the Manager, CAT, Jorhat shot a letter wherein he had stated that who asked for rent, we had made a proposal only. But when I had sent above mentioned letters of the Manager, CAT Jorhat and GM, Guwahati and informed



REGISTERED POST

Dated 24<sup>th</sup> July, 2006.

31 August, 2006

The Executive Director, NER,  
Airport Authority of India,  
L.G.B.I. Airport,  
Guwahati.

Sub :- Rented accommodation to CISF at Jorhat.

Sir,

I would like to inform you that I have suffered heavy financial loss from your CAT, Jorhat as they have not release rent for certain periods, electricity and water supply charges since 28<sup>th</sup> January, 2000, even remove energy meter to misuse of energy as building was provided for around 25 persons and they had accommodated more then 80 persons during first tenure of two years and then about 55 persons. The Tax Deduction Certificate is yet to be provided though same have to be provided within a month of deductions made as per income tax rules otherwise they will impose heavy penalties on your department.

The building was misused for transit purpose and was maintained as poor railway station. I have not receive a single penny during period from 16<sup>th</sup> August,2000 to 7<sup>th</sup> February,2002. Also I have not receive rent for certain portion of my building which was illegally taken over by the occupants by throwing out my personal effects and surplus building materials. A detailed note of events are being enclosed with bill updated for your information and necessary action to release my much overdue payments.

Therefore you are requested to investigate thoroughly and do the needful. So I can provide financial support to my son for higher education for which he is worrying much for callous attitude of AAI.

The building was vacated hurriedly to escape from paying my dues and electricity bills etc. with a notice of about one week instead of three months as per clause of agreement therefore rent for these three months to be paid by AAI as per law and building was handed over to my respected brother Dr. N.M.Raffique whom has no knowledge of my belongings.

The process of handing over building is also not in accordance to the terms and conditions of the agreement and without my knowledge.

Therefore rent and interest will be in force till settlement of all my claims. Consequently any harm to my building, belongings and greenery, the AAI will be fully

GPO CHANDIGRH (160017)  
R.A. 5847  
Counter No:1, OP-Code:123  
To: THE EXECUTIVE DIR, LGBI AIRPORT  
GUWAHATI, ASSAM, PIN: 781015



Wt: 120 grams,  
AUG 01 09/08/2006 19:50:57

GPO CHANDIGRH (160017)  
R.A. 5846  
Counter No:1, OP-Code:123  
To: THE MANAGER, NEFERARI  
JORHAT, ASSAM, PIN: 785000



Wt: 56 grams,  
AUG 01 09/08/2006 19:50:10

ok

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155 A-31 160  
~~1000~~  
1/2

159

2/2

156

~~156~~

responsible till settlement in full and final. Therefore you are requested to investigate, verify of my agony. In the meantime you are requested to release rent for six months enable me to pay college fees —

of my son and enable me to replenish loan taken for renovation, repairing from various agencies and banks and send TDS immediately enable me to submit my IT return to claim refunds. The security deposit equivalent to three months was adjusted as informed to your subordinates and rent for three months from June,2006 to August,2006 as building was vacated suddenly without mandatory intimation. The letter informing extension and vacating on same letter dated 23<sup>rd</sup> April 2006, even fraudulently sent on 16<sup>th</sup> May,2006 from Rowriah post office and received by me on 22<sup>nd</sup> May,2006.

Therefore for sack of reputation of authority and the Government, you are requested to provide my legitimate dues at the earliest enable me to persistence study of my son so that he can peruse his study in peaceful manner with full confidence.

Thanking you ,

Yours faithfully,

*Deepa Anand*  
✓ DEEPA ANAND

A-32 (158)

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115

No. SR/GC/2- 96

Dated 15<sup>th</sup> March,2007

The Station Incharge,  
Civil Air Terminal,  
Airport Authority of India,  
Jorhat

Sub :- Rented house of Jail Road.

Sir,

I would like to remind you that you have not clear my outstanding rent with interest and claims since 16<sup>th</sup> September,2000, inspite unlimited reminders were sent to you and your local head office. Also you have not provided TDS certificate for an amount of Rs.47000/- (approx.) for which we are suffering heavy financial loss and consequently reputation. The building is not handed over to us as per terms and conditions stipulated on the agreement. We are awaiting a reply from you from a long period. Hence rents with interest is in force till release of all payments as informed you several times.

I am herewith submitting you updated bill for immediate payment and also appended some document enable you to provide payments before 31<sup>st</sup> March,2007.

Yours faithfully.

*J. S. Anand*

J. S. ANAND  
For Deepa Anand  
House no.2080,  
Sector 61,  
Mohali.

- Copy to:-1. The General Manager,(Aero),  
NER,AAI,Guwahati.  
2. The Regional Director, NER,  
Guwahat  
3.

Encl.:- 17 Pages of important letters etc., including bill..

GFO CHANDIGARH <160017>  
RL A 3745

Counter No:1,OP-Code:123

To:THE STATION INCHARGE,AIRPORT AUTH OF INDI  
JORHAT,ASSAM, PIN:785005



Wt:110grams,

Amt:50.00 , 26/03/2007 , 17:28:49

Have a nice day

13/1d

Dated 30<sup>th</sup> July, 2007.

The General Manager, (Aero),  
O/O Regional Director, NER,  
Airport Authority of India,  
L.G.B.I. Airport, Guwahati,  
Guwahati.

Sir,

Reference to your letter no. AAI/NER/ATM/13/JT/-1094 DT.30.4.2007, I would like to inform you that contents of above stated letter are not based on facts and have received your reply in response to our bills and claims as late as nearly seven years.

You are hereby please note that language of your above mentioned letter is highly objectionable and like insult to injury. A detailed reply o your above mentioned letter will be sent after detail study of your letter.

Yours faithfully,

*Manam*

For J.S. Anand  
For Deepa Anand  
# 2080, Sector 61,  
Mohali-160062.  
Chandigarh

*Deepa Anand*  
*File M*

Copy to :-

S. Hardip Singh,  
M/S Trend,  
Near Broadway Hotel,  
Gar Ali, Jorhat. ----- for information.

*copy*  
Authority of India  
No. 1907  
D. 08.08.07  
The Airport Controller  
CAT, Jorhat  
Jorhat

A-34

156

17A 106

Dated 30<sup>th</sup> July, 2007.

(50)

To,  
The Airport Controller,  
CAT, Jorhat.  
Jorhat.

Sub : Regarding our building at Jail Road, Jorhat.

Sir,

This is to inform you that above building is not handed over to us instead keys were handed over to Dr. Raffique at his chamber near Nirankari Bhawar without our knowledge and consent.

Now during our inspection of the building, this is found that water pump purchased by your office, for which cost was deducted by the AAI from our rent is missing along our office table which was being used by CISF mess in charge and his associates, all pipe lines with fittings and all electrical wires along wooden bed. The same are taken out by present mess in-charge, who was incidentally met me at market and avoided my questions instead told me to talk with Inspector Natrajan. The building is in very bad condition and not suitable for any purpose as dust, dirt & left out of cloths and other materials have littered here and there and not handed over to us as described on agreement clause I ( XI).

Thus you are once again requested to look into the matter and do needful.

Yours faithfully,

*J.S. Anand*

J.S. Anand  
For Deepa Anand  
#2080, Sector-61  
Mohali-160062.  
Chandigarh.

*Anand*  
*AC (PRA)*  
*Pl. put up with details*  
*21/8/07*

Copy to:-

S. Hardip Singh,  
M/s Trend,  
Near Broadway Hotel,  
Gar Ali,  
Jorhat-785001. ----- for information

Authority  
1001  
07.08.07

A-35

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1/4

Dated 4<sup>th</sup> September, 2007.

(5)

The General Manager, (Aero),  
O/O Regional Executive Director, NER,  
Airport Authority of India,  
LGBI Airport,  
Guwahati-781015.

Sub :- Regarding outstanding bills of leased accommodation  
vide agreements dated 8<sup>th</sup> June, 2002 and 10<sup>th</sup> July, 2004.

Sir,

Reference to your letter no. AAI/NER/ATM-13/JT/094 dated 30.4.2007 and posted around 15.5.2007 and received by us on 22.5.2007, as you have alleged in foul language which is highly objectionable and blamed that our bill is based on concocted facts, instead your clarifications are not based on any facts and truths. As per AAI letters dated 22.6.2000 & 27.6.2000, rent was fixed at the rate of Rs.13000/- per month and asked to renovate at the earliest to take over building on 16 August, 2000 to reside officials of CISF. Both CISF and AAI staffs were visiting daily for inspection for speedy completion of the work to take over possession of the building and some guards are camping at premise. Then how can you said these letters were merely an offer.

Instead this is AAI who compel me to feel cheated, when AAI had approached again vide letter no. AAI/JT/AERODROME/AD. 11/1155-57 dated 6<sup>TH</sup> Oct; 2001, wherein surprisingly the same manager has sent a letter that they are in urgent need of accommodation and had come to know that you have a building. Then how can you stated that these letters were merely an offer. Hence you are require to pay my bill(s) at the earliest.

The agreement for lease premise consist of 5418 sfts of RCC and Assam Type. We have/had submitted many letters and informed over phone to all concerned that CISF had encroached full building after opening and throwing our belongings. In turn you had assured me that the same will be examined sort out and same be paid accordingly. In this regard in a minutes of the meeting held as per instruction of the then Executive Director to settle this mater thus AAI had decided to depute an engineer to check the measurement of the building and Mr. Suresh of Finance and General Manager had assured me in front of other colleagues including law



SP 001

The Genl Manag.  
Airport Authority  
of India, Guwahati  
ST. 3000

Date	9/2/07	No	156
Time		Hrs.	
Weight	50g	Gms	
Charge	29	Rs.	
Signature	[Signature]		

Post Office Stamp: 7.9.07

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officer that the same will be paid accordingly. All the participants of the meeting signed on documents except me. Then how can you refuse my this legitimate bill. Hence you are require to pay my bill(s) at the earliest.

Reimbursement of traveling etc. is technically is within purview of the agreement as criminal breaches of agreement by the AAI and within preview of prevailing laws. As AAI never send rents regularly for example see from your official file, some of the major forwarding letters and contents reveal intention of the staff. Hence this claim is also admissible. Hence you are require to pay at the earliest.

It is obligations of the lessee to keep premise in good condition, whatever amount was paid that was insufficient as building was over crowded. AAI had shifted to other premise when occupants are below 25 persons and why are not shifted when occupancy was more then 70 persons. In this regard authority should had paid me rent for three times to current lesser.

All defects pertaining of electric and related are occurred for over using and misuse by occupants. I had informed then and there that all defects will have to be rectified by the AAI themselves including cost of repairing and materials as building is being misused by the CISF as the building is over crowded. I had taken proper step and informed authority many times in written, over phone and approached personally. AAI had assured me many times that differences will be sort out after detail joint measurement and same was done, as per measurement this was discovered that an area of 7832.72 sqfts. is/was in possession of CISF instead of 5418 sqfts. How could we had serve eviction notice when we had threatened by some of the staff and at the same time also we want to earn some money to support family. Hence this claim is also admissible.

Regarding security deposit of first tenure please let me know how and when you had provided and deducted same and detail of payments of rent. Security deposit was never provided to us, though same was part of the rent as same to had yield interest. Hence this claim is also admissible therefore you are require to pay at the earliest.

For water supply we had arranged facilities for amenities like purification system and have not charged for installation but AAI have to pay consumption charges as per agreement. We are not a charity to distribute water and electricity free of cost. I had provided the building on lease basis and not as paying guest. So condition of the building should be maintained and handover after repairing and renovation etc. as per terms and conditions of the agreement.

We had not made any objection to deduct TDS. This is our obligation to pay income tax but deduction was made at a time instead to made deduction in proportional

56

manner or had to deduct every month instead at one time. TDS certificates made available as late as possible to harass me and provided always only after visiting airport personally. For your amusement a TDS certificate for period of 2005-2006 is provided recently after my visit to your CAT, Jorhat during July, 2007. In this process I have to shell an amount of Rs.9966/- As your Jorhat office failed to provide within 45 days of my stay. Hence you are require to pay at the earliest.

I had sent unlimited reminders that building is over crowded and our building materials and belongings are missing from building by unlocking our rooms since August, 2002 after five years you wanted documentary proof even after vacating my premise.

The process of handing over premise is totally illegal, as Dr. Raffique is a prominent respected and a noble person and not our representative. He is our family friend so he had accepted keys of the building. The possession of the premise was never handed over to Dr. Raffique only Inspector Natrajan handed over keys to him at his chamber even without my knowledge, permission and consent.

The building was/is very bad condition and not fit for any purpose because CISF used premise as transit camp and as railway station and other purpose as one of the block of the building was remain locked and occupants were using bathrooms as store and bed rooms, resultant sewage lines were damaged and blocked, beyond repair you can get inspect the same the horrified conditions of the building through independent agency. The premise was hurriedly vacated to avoid repair, pay all the outstanding rents, claims, water and electricity charges for more then four years. The building was not vacated and handed over to us in any one of the clauses of the agreement.

During our physical inspection of the building it is found that water pump, our large office table and wooden bed are missing. The same are taken out by present mess in charge, who was avoided my questions instead told me to talk with Inspector, Shri Natrajanl. At the time of vacating all pipe lines and sanitary fittings, electrical wires etc. are/were destroyed by the CISF and left their old belongings and other waste materials with dust and dirt littered here and there intentionally. Thus your clarifications for any para or any item of bills is not acceptable as all are not based on facts.

Also please note that as our total outstanding are not cleared and the building is not in a habitable condition, so rent and interest is in force till release of payments. So for above illustration our bill is fully justified and your all clarifications are wrong. Authority never adhere terms and conditions of the agreement s which were over written by official after executing the agreement.

152

4/4

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*[Handwritten mark]*

Thus building is not handed over to us as per any of terms and conditions stipulated on the agreement. Then how can you deny our claims. The building is in very bad condition and not suitable for any purpose even could not sell at reasonable price. Hence we are not able to utilize our building resultant recurring heavy financial losses.

Therefore rent with interest is in force till release of entire payment and claims with interest. If the authority compel us to sell building at throwaway price by way of blocking our payment. Then AAI will be responsible for loss of any kind or any amount from our building as we are suffering financial crises and not able to repair the said building for want of huge amount for damages caused by CISF personnel intentionally.

Inordinate delay have caused sever mental agony, loss of time, loss of profit and loss of reputation. Thus you are hereby require to clear all outstanding within 15 days of receipt of this letter.

Yours faithfully,

*[Handwritten signature]*

J.S. Anand

For Deepa Anand,  
# 2080, Setor-61,  
Mohali-160062,  
Chandigarh.

Copy to :-

1. The Airport Controller,  
CAT, Jorhat,  
Jorhat-785005. - for information . For any clarification you are requested to contact S. Hardip Singh ji.
2. S. Hardip Singh,  
M/S trend,  
Near Broadway  
Hotel,,Gar Ali,  
Jorhat-785001. - for information.

f(0) 16/7/08

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Dated 2nd July, 2008

The General Manager, (Aero),  
O/O Regional Executive Director, NER,  
Airport Authority of India,  
Shri L.G.B. International Airport,  
Guwahati.

Sub:- Outstanding bills of leased accommodation for CISF Barrack  
Jail Road, Jorhat, Assam.

Ref:- Your letter no. AAI/NER/ATM-13/DT./1094 DT.30.4.2007.

Sir,

In continuation to our letter dated 4th September, 2007, which was in reply to your above mentioned letter, I would like to remind you that you have failed to specify how our bills are based on concocted facts. Instead your reply was full of lies and twisted of facts and making hindrances for release of payment since the year 2002. Please note that my bills are based on factual truths and accordance of leased agreement.

Further I would like to state that my bills would be settled accordance of " The terms and conditions of leased agreement which contains agreed terms and conditions between us. So it would be leased agreement that would govern the lease".

Therefore, in interest of reputation you are hereby informed to pay all outstanding within ten days.

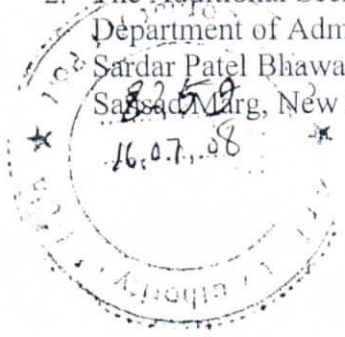
Yours faithfully,

*Deepa Anand*  
Deepa Anand  
# 2080, Sector-61.  
Mohali-160062.

Copies to:-

1. The Director, (Nodal officer),  
Ministry of Civil Aviation,  
Room no.58, B Block,  
Rajiv Gandhi Bhawan,  
Safdarjanj Airport, New Delhi.
2. The Additional Secretary,  
Department of Administrative Reforms & Public Grievances,  
Sardar Patel Bhawan,  
Safdarjanj Marg, New Delhi-11000.

*Deepa Anand 16.7.08*



सुरक्षा सहित सेवा

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भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

संदर्भ सं० : AAI/NER/ATM-13/JT 16491-94

Ref No. :

दिनांक : 06-01-2009

Date :

To  
Shri J.S. Anand & Ms. Deepa Anand  
2080, Sector-61, Mohali-160062

Sub: Public Grievance.

Sir/Madam,

Please refer to your letter of 27-10-2008, which was received on 29-12-2008 and earlier correspondence on the subject cited above.

Inspite of careful perusal it has not been possible for the undersigned to come across any new points which are convincing as well as cognizable in the contents of yours. If you so desire you may call on this office to discuss the issues whatever you deem to be pending and actionable. This office is having an open mind to discuss and resolve the issue(s).

With thanks,

Yours faithfully,

*[Signature]*

(K.K. Gupta)  
General Manager (Aero)  
AAI, NER, LGBI Airport, Guwahati

N.O.O.

Copy to:

1. PA to RED (NER)
2. Manager (Law), AAI, Guwahati.
- 3. Airport Controller, AAI, Jorhat Airport, Jorhat.

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16-01-09

*[Signature]*

(K.K. Gupta)

6.1.09

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129

16th Feb, 2009

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The Airport Controller,  
CAT, Jorhat,  
Airport Authority of India,  
Jorhat

Sub: - Rented Building at Jail Road, Jorhat

Dear Sir,

I would like to request you that as per discussion had with Cm (Aero) and Manager (Law) w- office of NCR, Guwahati, therefore I am submitting again 15 (fifteen) bills with detailed particulars as asked for. Also I am appending face page (1) of bills dt 29/12/03, 17/3/04 and 14.6.04. Prior to 29/12/03 bill is not available at Jorhat

Also I am appending copies of letter dt. 4/9/07 and 27/10/08 addressed to Cm (Aero) Guwahati for your ready reference and for kind action. These bills are containing 111 pages.

As my house is not in habitable condition I am not able to reside there and staying at Hotel and railway station. Also for bad condition neither I able to rent it nor sell it. Thus you are requested to do needful w- the earliest.

Thanking you.

Yours faithfully,

W. S. Asand

J. S. Asand  
# 2080, Sector 61  
Nehru - 160062  
Chandigarh.

A-39

148

Dated 15.6.2012

Ke minute on 4/9/2012

To,  
The Manager, [Aero],  
CAT,  
Airport Authority of India  
Jorhat.

Sub :- Leased house at Jail Road, Jorhat for CISF.

Sir,

The delay for finalization of disputes and appointment of arbitration has caused immense damaged to carrier, reputation of self and family and loss of a lot monetary since 27<sup>th</sup> July,2000, resultant in brink of bankrupt. Also shatters dreams/carrier of self and son including family since 27<sup>th</sup> July,2000. Displaced by conflicts as neither able to reside or able to rent out and also not able to reconstruct as building was intentionly destroyed by occupants. Thus need urgent correct actions/posers.

Due to financial crunch, my sister in law died o heart attack.

Yours faithfully,

*J.S. Anand*  
J.S. Anand  
For Deepa Anand  
# 2080, Sector 61,  
Mohali- 160062.



*File*  
*Deepa Anand*  
*23/9*



भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA  
विमानपत्तन निदेशक का कार्यालय, O/O AIRPORT DIRECTOR

A-40

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संदर्भ : भा.वि.प्रा./ जोरहाट/दीपा आनंद/ 2013/ 732-33

SPEED POST

63

दिनांक : 16.09.2013

सेवा में,  
श्री जे.एस. आनंद एवम् दीपा आनंद  
2080, सेक्टर - 61,  
महालि -160062.

विषय : Information under RTI Act - 2005.

संदर्भ : Letter no. AAI/NER/PIO/RTI-13(65)/1/97-99/6392-94 dtd. 30.08.2013

महोदया / महोदय,

As per the above mentioned matter-that to the Agreement dated 06<sup>th</sup> June, 2002 duly entered into between lessor M/S Deepa Anand and AAI for the afore-said transaction. The terms and conditions and covenants of the agreement mutually agreed upon are strictly binding on both the parties to the bilateral instruments. Any attempt to bring extraneous consideration to frustrate the mutually agreed terms would be bad in the eye of law.

The present experience on your part to raise such huge bill is outside the purview of the agreement. There is no clause in the agreement with regard to the retrospective operation of the afore-said transaction. The terms and conditions of the agreement contradict the statement that procession of the premise was taken w.e.f. 16<sup>th</sup> August 2000. The letters dated 22.06.2000 and 27.06.2000 were merely invitation to offer. You cannot offer your premise for use of AAI pending civil repair and maintenance. You were able to offer habitable possession of your premise only on the date agreement was entered into and AAI took possession of the same from that day only. The AAI entered into agreement for the lease premise consisting of RCC area of 5418 sq.ft. with right ingress and egress, right to use stair case, leading and other basements belonging to and pertaining to the said premise. No cogent documentary evidence is enclosed which justifies the fact that AAI ever mutually agreed to take excess area apart from the area for which right to lease already entered into. Accordingly Para -1 does not deserve consideration.

With regard to the contention made in para-10, it is emphasized that at a time not more than 25 CISF personnel inhabited the premise. During the stay they used to maintain the premise properly. You are not annexed any documentary proof substantiating your connection.

Contd..02

जोरहाट हवाई अड्डा, जोरहाट (असम) -785005  
JORHAT AIRPORT, JORHAT (ASSAM)- 785005

दूरभाष : 0376-2311456  
PHONE: 0376-2311456

फैक्स: 0376-2311479  
FAX : 0376-2311479

The claim under Para 11-25 and 27 is out of context the same is unnecessary jargon and not merit worthy for consideration.

It is inform that consequent upon signing agreement , AAI has dully paid security deposit and paid rent from time to time. Hence claim under Para 24 is not admissible.

As per our record first phase of the agreement between the lessee (Airports authority of India represented by its executives) and the lessor (Ms. Deepa Anand and her authorized representatives) went on smoothly for two years from 8<sup>th</sup> Feb 2002. Hence the two sides agreed to extend the agreement from 1<sup>st</sup> April, 2004 for another two years, and then further for two months from 01-04-2006 at a monthly rent of Rs. 21,242/-

It is clear from the records available that,

- The monthly rent of Rs.21, 242/- for the entire period was duly and regularly paid by the lessee.
- Reimbursement of electricity charge could not be paid by the lessee as the bills submitted for this purpose were not in the name of lessor but of one Indra Sergil.
- Payment for use of portable water could not be made by the lessee for want of claims.
- The lease finally ended on 31.05.2006. As the lessor was not immediately available and could not be subsequently contacted the premise was handed over to DR. Rafique. After taking possession on 05.06.2006 DR. Rafique gave a certificate to the effect that he had taken over the possession of the premise at Jail road, Jorhat, previously used as CISF barrack along with all the fittings and items as per an enclosure which was received with his statement.
- DR. Rafique is no ordinary caretaker but a citizen of repute of Jorhat. He was earlier introduced by the lessee to the lessor as 'my respected DR. N.M. Rafique.' As he had been in the know about the agreement between the lessor and lessee he would have surely reported if something was missing from or amiss about the premise.

- All the lease rent was paid regularly by AAI as per the agreement, except the bill for electricity charges, as the bill was not on the name of lessor. Later on affidavit by lessor was submitted stating the new owner of establishment as Mrs. Deepa Anand along with the request for payment of electricity charges. Necessary guidance was sought from RHQ vide letter dated 04.08.2011 which is still awaited.

It would then follow that there is no material evidence of the lessee (Airports Authority of India) having committed any wrongful or harmful act against the lessor. Rather all along it had gone by and acted within the letter and spirit of the agreement with Ms. Anand. However, it is reasserted that if any substantive claim along with cogent documentary evidence and any other relevant claims within the periphery of the agreements are lodged, AAI would definitely examine and reconcile the same in terms of bilateral discussion.

आपके जानकारी एवम् आवश्यक कार्रवाई हेतु प्रस्तुत ।

धन्यवाद,

भवदीय,

त. का. चौधरी  
(टी.के.चौधरी) 16/4/2013

सहा. महाप्रबंधक (सि. एन. एस)  
कृते विमानपत्तन निदेशक  
भा. वि. प्रा. जोरहाट

तेलिपि:

- Sh. P.K. Gorai, Sr. Manager (Vig)/APIO, RTI Cell, AAI, RHQ, NER, Guwahati-15- for kind information pls.