



Biological E. Limited

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Therefore, it is clear that though the lease was granted for a period of 99 years, for all practical purposes the said lease tantamount to a sale. Therefore, the Government shall not impose further restrictions with regard to the said plot of land either by way of entering into a fresh lease deed or by enhancing the premium amounts and the rental amounts. It not only leads to financial undue hardship but also subjecting the Company to adverse terms and conditions.

With reference to Plot No.18 /1 (Extent 1.155 Acres) and 19 /3 (Extent 1.18 Acres), we submit that the above two plots with buildings, machinery, furniture and fixtures and equipment were purchased from the Official Liquidator, Vijaya Cardboard Company Limited vide sale deed dated 23rd June, 1960. The sale deed was executed for a total consideration of Rs.70,000/- (Rupees seventy thousand only) after obtaining due permission and accord from the state government, Industries Department vide G.O.Ms.No.727, dated 6th May, 1960. We submit that the Company has got absolute right, title and interest together with buildings, structures, fixture, equipment and appurtenances thereto. As the Company has paid substantial consideration which is equivalent to the market value of the land then prevalent in the locality, the Government shall not impose further restrictions with regard to the said two plots or by enhancing the premium amounts and the rental amounts. It not only lead to financial undue hardship but also subjecting the Company to adverse terms and conditions.

We submit that there was only a provision for payment of fixed quit rent all through 99 years. There was no provision for enhancing premium and the quit rent. This is apparently on account of the fact that the Government had already taken considerations in the name of premiums which were almost equivalent to the market value of the lands at that time.

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