[To be published in the Gazette of India, Extraordinary, Part II, Section 3, Subsection(i)]

GOVERNMENT OF INDIA MINISTRY OF HOME AFFAIRS

Notification

New Delhi, dated the 19th March, 2015

(G.S.R. 205(E). - In exercise of the powers conferred by section 23 of the Enemy Property Act, 1968 (34 of 1968), the Central Government hereby makes the following rules, namely:

- **1. Short title and commencement** (1) These rules may be called the Enemy Property Rules, 2015.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions-

- (1) In these rules, unless the context otherwise requires,-
- (a) "Act" means the Enemy Property Act, 1968 (34 of 1968);
- (b) "Form" means the form appended to these rules;
- (c) "license fee" means monthly tariff charge to the occupant for his occupancy of the subject property for a definite tenure;
- (d) "District authority" means the District Magistrate or District Collector or Deputy Commissioner or any officer in-charge of the district.
- (2) Words and expressions used in these rules and not defined but defined in the Act, shall have the meanings respectively assigned to them in the Act.

3. Procedure for identification of immovable property -

(1) The Custodian may seek assistance of the District authority for examination of the tehsil-wise or block-wise revenue records for the purposes of identifying any immovable property belonging to or held in the name of an enemy.

- (2) The concerned District authority shall on identifying any immovable property belonging to or held in the name of an enemy, forward to the Custodian the complete details of such enemy property including the nationality of the owner thereof.
- (3) If the District authority receives any information or complaint from any person or from any source in respect of an enemy property, he shall forward such information or complaint to the Custodian along with details referred to in sub-rule (2).
- (4) The Custodian may direct the District authority in which the enemy property is located, to carry out physical inspection or verification of the enemy property for obtaining the information as specified by the Custodian.
- (5) On receipt of the direction from the Custodian under sub-rule (4), the District authority shall check the relevant revenue or municipal or police records to verify the location or area and other details of the enemy property and conduct survey for obtaining the information as specified by the Custodian.
- (6) On obtaining the required information referred to in sub-rule (5), and on being satisfied that the property or interest therein is *prima facie* enemy property, the Custodian or his authorised representative shall cause a notice to be served in **Form** 1, on the person claiming title to such property or interest and on any other person or persons whom he considers to be interested in the property.
- (7) The notice referred to in sub-rule (6) shall, as far as practicable, mention the grounds on which the property is sought to be declared as an enemy property and shall specify the provisions of the Act under which such property is alleged to be an enemy property.
- (8) (a) The notice shall be served personally to the person concerned or his manager, or to other members of his family; or be sent through registered post; or affix it on some conspicuous part of the premises concerned or at the last known place of the business of the person concerned.
- (b) The Dasti service of notice through police may be resorted only in the case of persistent non-compliance of the notice.
- (9) The Custodian or his authorised representative shall observe the principles of natural justice by giving sufficient opportunity to the noticees to present their case before them and hear them or their representative.
- (10) Where a notice has been duly served, the party shall be called upon to show cause as to why the subject property should not be declared as an enemy property:

Provided that if the party fails to appear on the dates fixed for hearing even after giving reasonable opportunity, the Custodian or his authorised representative may proceed further to hear the matter *ex* -parte and pass a reasonable order on the material before them as the Custodian or his authorised representative deem fit.

- (11) Where the party appears and contests the notice, the Custodian or his authorised representative shall state the reasons to be recorded in writing, as to why the subject property should not be deemed to be an enemy property.
- (12) Any other person or persons claiming to be interested in the proceedings relating to enemy property, may file an application before the Custodian who shall then, either on the same day or on any subsequent day to which the hearing may be adjourned, proceed further to hear the applicant himself or cause the same to be heard by his authorised representative.
- (13) The authorised representative of the Custodian shall prepare a detailed report of all cases identified as enemy property in respect of which hearing is complete, and shall submit the same to the Custodian along with his recommendations thereon.
- (14) All properties under examination and in the process of identification or verification shall be considered as Process Case and details of such cases shall be recorded in **Annexure-I** till its declaration.

4. Procedure for declaration and vesting of the enemy property -

- (1) On receipt of the report of the authorised representative referred to in sub-rule (13) of rule 3, the Custodian shall examine and cause further investigation, if considered necessary.
- (2) If, on examination of the report or on further investigation under sub-rule (1), the Custodian is satisfied that the property is an enemy property, he shall issue a certificate in **Form 2**, declaring the property as enemy property and vesting of such property in the Custodian, along with an authorisation order in **Form 3**, authorising the District authority to take over the said property immediately on his behalf.
- (3) On receipt of the authorisation order from the Custodian under sub-rule (2), the District authority shall proceed further to take control over the management of the enemy property and shall initiate action for recovery of arrears or dues recoverable from the occupier of the vested property and a notice in **Form** 4 shall be affixed over the property declaring the said property as vested with the Custodian.
- (4) The District authority shall prepare a list of the vested property

pertaining to his district in the format given in **Annexure II** and a copy of the same shall be sent to the Custodian.

5. Procedure for preservation, management and control of immovable property.-

(1) Where any vested property, in respect of which no income is received by the Custodian, is under occupation of a person or persons or a company, the Custodian may serve a notice directing them to enter into an agreement with the Custodian in **Form 5** and such occupant or occupants or the company, shall pay all arrears as may be determined by the District authority with effect from the date of occupation of the property or the date of vesting, whichever is earlier:

Provided that where the occupant of the vested property is unwilling to enter into an agreement, the Custodian may initiate process for the eviction of the occupant and take control over the property in accordance and in the manner provided in the Act and in these rules:

Provided further that where the share of the enemy in such property exceeds one-half of the whole property, the control over the whole property may be taken over by the Custodian.

- (2) Where the vested property is jointly owned by an enemy and an Indian National or is an undivided share in joint property, the income and expenses in respect of such property shall be apportioned for its preservation, management and control.
- (3) All vested property which is unoccupied at the time of taking over of control by the Custodian or has become vacant due to eviction under this rule shall be leased out through open auction to the highest bidder.
- (4) The Custodian shall prepare a list of all enemy properties out of which any income is received or receivable, in **Annexure III** which shall be reviewed and updated from time to time.

Explanation.-- For the purposes of this rule, "date of vesting" means the date of vesting of any property declared as enemy property in the Custodian which shall be with effect from 10th September, 1965, as notified under the notification of the Government of India in the Ministry of Commerce number 12/2/65-E.Pty. dated the 10th September, 1965.

6. Procedure for taking possession of moveable property.- Where the vested property is a moveable property, the Custodian may take possession of the property by actual seizure:

Provided that where the property is subject to speedy or natural decay or the expense of keeping it is likely to be out of proportion to its value, the Custodian may sell it forthwith in the presence of five neutral witnesses and in accordance with the relevant provisions of the Code of Criminal Procedure, 1973 (2 of 1974).

7. Procedure for taking possession of certain moveable property.--

- (1) Where the vested property is a debt or a legacy or interest payable on a debt or a legacy, the Custodian may serve the party liable with a notice, requiring such party to pay such debt or legacy or interest payable on such debt or legacy to the Custodian or any other person authorised by him to receive the payment.
- (2) Where the vested property is a share in a joint-stock company, not being a joint-stock company, possession may be taken by informing the principal officer of such company that the share has vested in the Custodian.
- (3) Where the vested property consists of Government or other securities, stock, or debentures, possession may be taken by serving upon the appropriate authority notice requiring such authority to make all payments in respect of such securities, stock, or debentures to the Custodian or any other person authorised by him in this behalf.
- (4) Where the vested property is a running business or a share in such business, the Custodian may take possession of the stock-in-trade and other assets of the business and may further take such steps as he considers necessary either for the continuance of or for the winding up of such business.

8. Preparation of inventory of moveable property.-

- (1) Where the Custodian takes possession of any moveable property including any stock-in-trade or plant or machinery or any undertaking, he shall cause an inventory to be prepared of the property in **Form 6** in triplicate, in the presence of not less than two neutral witnesses.
- (2) The inventory shall be signed by the person by whom it was prepared and each of the two witnesses and be countersigned by the Custodian and one copy of the

inventory shall be given to the owner of the property and two copies shall be retained by the Custodian.

9. Preparation of inventory of immoveable property .--

- (1) Where the Custodian takes possession of any immovable property, he shall cause an inventory to be prepared in **Form 7**, in triplicate.
- (2) The inventory shall be signed by the person by whom it was prepared and shall be countersigned by the Custodian and one copy of the inventory shall be given to the owner of the property and two copies to be retained by the Custodian.
- **10. Internal audit.-** The Custodian, with prior approval of the Central Government, may cause any internal audit to be done for any or all of its offices and such internal audit may be done by a Chartered accountant registered with the Institute of Chartered Accountants of India
- **11. National survey.-** The Custodian shall conduct a national verification and survey of all the properties vested in him throughout the country from time to time and prepare a year wise annual survey planner in respect of each State.

12. Payment to Custodian of income from enemy property. –

- (1) The payment of money by an enemy subject or enemy firm to the Custodian under the Act shall be as per the following procedure, namely:-
- (a) all rent, lease money, sale-proceed, dividend, interest or share profit or any other money payable to the Custodian in respect of enemy property under the Act or under these rules shall be tendered by cash or by an account payee demand drafts or cheques or bank transfers in favour of "the Custodian of Enemy Property for India" payable at Mumbai in the Office of the Custodian or to any other person who may be authorised by the Custodian in this behalf, to receive such money;
- (b) the person receiving the money on behalf of the Custodian shall issue a receipt in **Form 8**;
- (c) in case of outstation cheques, the amount on account of bank charges may also be added to the amount due to the Custodian.

13. Receipts from District authority.—

- (1) The District authority shall remit the income collected from enemy property under their control to the Custodian through cheque, demand draft, pay order or electronic clearing service transfer.
- (2) The District authority may utilise such amount not exceeding ten per cent. of the total collection, for meeting contingent expenses for the purposes of preservation of the enemy property, with the prior approval of the Custodian to be obtained on an application made to the Custodian, giving detailed justification for such expenses.
- **14. Unauthorised occupant.** If any occupant of the enemy property repeatedly defaults in paying rent or refuse to pay rent, the District authority, in consultation with the Custodian, may take steps to terminate the lease or evict the occupant forthwith:

Provided that before evicting a person or terminating the lease under this rule, a notice shall be issued to the occupant:

Provided further that it may be open to the Custodian to initiate criminal proceedings against such occupation under the relevant laws for the time being in force.

15. Procedure for divestment of enemy property vested in Custodian.-

- (1) The Central Government may, on a reference or complaint or on its own motion, initiate process for divestment of an enemy property vested in the Custodian, to the owner thereof or to such other person.
- (2) An officer of the rank of Joint Secretary or above in the Government of India shall be the Chairperson of the proceedings for divestment of the enemy property under this rule.
- (3) The Chairperson shall give thirty days' notice to all concerned including the Custodian, requiring them to submit a reply, produce all documentary evidence and appear in person or through authorised representative:

Provided that if any party fails to appear on the date fixed for hearing, then a second and final notice shall be served through registered post and if he again fails to appear after the second notice, then the proceedings shall be heard *ex* parte:

Provided further that the Chairperson shall record the reasons for such *ex parte* proceedings.

- (4) The notices shall be served on all concerned parties before each hearing.
- (5) The presenting officer who has been engaged for presentation of the case on behalf of the Central Government, shall examine such witnesses and documentary evidences in respect of the property as he thinks fit.
- (6) On completion of the proceedings, the details including depositions shall be furnished to the parties.
- (7) The Chairperson, after examining the evidence and calling for further reports and inquiry as may be necessary, shall pass such orders thereon as it thinks fit, and a copy of the said orders shall be sent to the parties.

K.K. PATHAK, Joint Secretary [File No. 37/43/2014-EP]

ANNEXURE-I

[See rule 3 (14)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA STATEMENT SHOWING DETAILS OF PROPERTY UNDER PROCESS STAGE STATE:

SI. No.	STATEMENT OF PROCESS CASE

DETAILS OF PROPERTY

DISTRICT NAME :

SUB-DIVISION NAME :

POLICE STATION NAME :

POST OFFICE NAME :

BLOCK NAME :

CEP'S OFFICE FILE NO. :

NAME OF PAK NATIONAL :

CLASSIFICATION OF PROPERTY								
Mouza	J. L.	R.	R. S.	L. R.	L. R.	Total	Share of	Nature of the Property
Name	No.	S. Kh. No.	Plot No.	Kh. No.	Plot No.	Area	Pak National	With name of present occupier

DATE OF VESTING :

ANNEXURE-II

[See rule 4 (4)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA STATEMENT SHOWING DETAILS OF DECLARED/VESTED PROPERTY

STATE:

SI. No.	STATEMENT OF DECLARED CASE
J	

DETAILS OF PROPERTY

DISTRICT NAME :

SUB-DIVISION NAME :

POLICE STATION NAME :

POST OFFICE NAME :

BLOCK NAME :

CEP'S OFFICE FILE NO. : NAME OF PAK NATIONAL :

Name No. S. Plot Kh. Plot Area Pak National With name of patents o								Nature of the Property With name of present
		Kh. No.	No.	No.	No.			occupier

DATE OF VESTING:

ANNEXURE-III

[See rule 5 (4)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA STATEMENT SHOWING DETAILS OF INCOME RECEIVING PROPERTY

STATE:

SI. No. STATEMENT OF INCOME RECEIVING CASE

DETAILS OF PROPERTY

DISTRICT NAME :

SUB-DIVISION NAME :

POLICE STATION NAME :

POST OFFICE NAME :

BLOCK NAME :

CEP'S OFFICE FILE NO. :

NAME OF PAK NATIONAL :

DATE OF VESTING :

[See rule 3 (6)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

SHOW CAUSE NOTICE

F. No. CEPI/	Dated:
То	
Subject:-	Immoveable property viz
Sir,	

Whereas it appears, the subject property belonged to or/was held by or managed on behalf of Pakistani national during the period from 10.9.1965 to 26.9.1977. In terms of sections 5 and 24 of the Enemy Property Act, 1968 read with Notification No. 12/2/65-E.Pty dated 10.9.1965 and S.O. 5511 dated 18.12.1971 issued by the Government of India, New Delhi the subject property appears to be an enemy property vested in the Custodian of Enemy property for India and continues to vest in him. I have been authorized by the said Custodian to identify, preserve and manage on his behalf, the enemy property situated in the district/tehsil under my charge.

- 2. Now, therefore, I require to you furnish the following information/documents in person or through your representative and show cause in writing at the address given above within 10 days of receipt of this notice as to why the subject property should not be declared as enemy property and taken under my control for its preservation and management as provided under the Enemy Property Act, 1968. The reply should indicate specifically whether any personal hearing in the matter is required by you.
- 3. In case no reply is received within the stipulated time as above, or you do not appear for the personal hearing on the date and time fixed for the said purpose, it will be presumed that you have nothing to say in the matter and the said property shall be taken over by me as enemy property and dealt with in accordance with the provisions of the said Act.
- 4. List of documents/information required:
 - Name of owner of the property, date and other details of migration of owner to Pakistan.
 - ii) Details of subsequent transfers, if any, by way of inheritance, sale, gift

or otherwise.

- iii) Copies of relevant sale-deed, gift deed, Will, Succession certificates, revenue records relating to these transfers.
- iv) Documentary evidence in support of your rights, if any in respect of the subject property.
- v) Death certificates and true genealogical charts of the owner and/or subsequent transferors where the owner/transferor died intestate.
- vi) Any other information in respect of the property.

Yours faithfully,

[See rule 4 (2)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

CERTIFICATE UNDER SECTION 12 OF THE ENEMY PROPERTY ACT, 1968

F. No.	Dated
managed on behalf of Pa Property for India, under Go 10.9.1965 and S.O. 5511 da 1962 and Defence of India R	ovable properties in India belonging to or held by or akistani nationals vested in the Custodian of Enemy vernment of India, Notification Ni. 12/2/65-E.Pty dated ated 18.12.1971 issued under Defence of India Rules, ules, 1971 respectively continue to remain so vested in action 5 of The Enemy Property Act, 1968.
	s, the immovable properties situated at
held/managed byis/are Pakistani national(s) property(s) vested in the Cus NOW, therefore, I, of Enemy Property for India	
	() Custodian of Enemy Property for India.
(Round seal of Office)	

[See rule 4 (2)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

AUTHORISATION ORDER OF THE ENEMY PROPERTY

F. No.

Dated
WHEREAS, under Government of India, Ministry of Commerce, Notification No. 12/2/65-E.Pty dated 10.9.1965 and S.O. 5511 dated 18.12.1971, all immovable properties in India belonging to or held by or managed on behalf of all Pakistani nationals are enemy property vested in the Custodian of Enemy Property for India and continue to so vest in the said Custodian under section 5 of The Enemy Property Act, 1968;
AND WHEREAS the person(s) detailed in column (2) of the schedule annexed hereto is/are a/all Pakistani national(s) owning/holding/managing the immovable properties mentioned in column (3) thereof; and whereas the said property(s) is/are an enemy Property vested in me and continue to so vest in terms of the said orders and the provisions of the said Act.
NOW, therefore, I
()
Custodian of Enemy Property for India.

PROPERTY SCHEDULE

SI.No.	Name(s) of the Pakistani owner(s) of the property	Details of Property
(1)	(2)	(3)

[See rule 4 (3)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

NOTICE BOARD

This property is vested with the Custodian of Enemy Property for India, Government of India, Ministry of Home Affairs, New Delhi, having its Office at Kaiser-I-Hind Building, Currimbhoi Road, Ballard Estate, Mumbai-400001 in terns of Notification No.12/2/65-E.Pty. dated 10-09-1965 and Standing Order (S.O.)5511 dated 18-12-1971.

No trespassing allowed, unauthorized person will be prosecuted.

By Order

[See rule 5 (1)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

LEAVE AND LICENSE AGREEMENT

WHEREAS the Licensor is the lawful and legal owner and is fully seized and possessed of Flat No. XXXXXXXXXX an adult, Indian inhabitant residing at XX, XXXXXXXXXXXX (hereinafter for the sake of the brevity referred to as ('The said property/premises'.)

AND WHEREAS the Licensee has approached to the Licensor with a request to allow the Licensee to temporarily occupy and use the said premises/property for Residential/Residential-cum-commercial purpose on leave and license basis for a period of 11 months commencing from(Day)...........(Month).......(Year)

AND WHEREAS the Licensor has agreed to allow Leave and License to the Licensee to occupy and use the said premises/property for a period of 11 months only on the following terms and conditions agreed to between the parties hereto:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Licensor hereby grants leave and license to the Licensee to occupy and use the said premises/property for residential / residential-cum-

commercial purpose for a period of 11 months commencing	with effect	from
(Day)(Month)(Year)		to
(Day)(Month)(Year).		

- 3. That the Licensee has further agreed to pay the Electricity charges and other incidental charges due to appropriate authorities as per the bill amount regularly during the currency of this Agreement.
- 4. That the Licensed said premises/property shall be used only for Residential/ Residential-cum-commercial purpose and not for any other purpose.
- 5. The Licensed said premises/property is giving to the Licensee on personal basis and the Licensee shall not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody to occupy The said premises/property or any part thereof. Nothing in this agreement shall be deemed to grant a Lease and the Licensee agrees and undertakes that no such contention shall be taken up by the Licensee at any time.
- 6. The Licensee shall not be deemed to be in the exclusive occupation of the Licensed said Flat and the Licensor will have the right to enter upon The Said Flat at any time during residential Purpose hours to inspect the premises.
- 7. The Licensee shall maintain the licensed said premises/property in good condition and will not cause any damage thereof. If any damage is caused to the said property/premises or any part thereof by the Licensee or his family members, the same will be made good by the Licensee at the cost of the Licensee whether by rectifying the damage or by paying cash compensation as may be determined by the Licensor.
- 8. The Licensee shall not carry out any work of structural repair or additions or alteration to the said premises/property. Only such alterations or additions as are not of structural type or of permanent nature may be allowed to be made by the Licensee inside the premises/property with the previous permission of the Licensor.
- The Licensee shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the premises of the said premises/property.

- 10. The Licensee agreed to abide all the rules and regulations of the competent authority.
- 11. If the Licensee commits a breach of any terms of this agreement then notwithstanding any thing herein contained the Licensor will be entitled to terminate this agreement by 30 days prior notice to the Licensee.
- 12. That either party to this Agreement is at liberty to terminate this Agreement by giving 30 days prior notices in writing.
- 13. On the expiration of the said premises/property terms or period of the License or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed said premises/property to the Licensor in the same condition in which the said premises/property now exist, subject to normal wear and tear. The Licensee, occupation of the said premises/property after such termination, will be deemed to be that of a trespasser.

IN WITNESSETH WHEREOF the parties hereto have herein unto set and subscribed their respective hands on the day and year mentioned hereinabove.

SIGNED SEALED AND DELIVERED)	
By the within named licensor)
SHRI. XXXXXXXXXXXX)		
In the present of)
1.)	
2.)	
SIGNED SEALED AND DELIVERED)	
By the within named licensee)
SHRI XXXXXXXXXXXXX)	
In the presence of			
1.)	
2.)	

[See rule 8(1)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

INVENTORY OF MOVABLE ENEMY PROPERTY

List of properties recovered onfor the House/Factory/Shop/Garden ofat						
NoMohallaCity						
Serial No.	Name of Properties	Description				
	Witness	es				
	(1)					
	(2)					
Signature of official						
recovering the prope	erty.					
Counter-signature of As	ssistant/					
Deputy Custodian						

[See rule 9 (1)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

STATEMENT SHOWING DETAILS OF INVENTORY OF IMMOVABLE PROPERTY

SI.No.	File No.	Name of	Details of Property	Category			Remarks
		Enemy		A/I	H/B	S/C	
		Migrant					
			DISTRICT NAME :				
			SUB-DIVISION NAME :				
			POLICE STATION NAME:				
			POST OFFICE NAME :				
			BLOCK /TEHSIL NAME:				
			ADDRESS :				
			Landed property area				
			Mouza Name				
			JL No				
			Dag No.				
			DATE OF VESTING				
		SI.No.	R. S.Plot.Nos				
			Total No of Properties				

STATE:

[See rule 12 (1) (b)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

RECEIPT FOR PAYMENTS TO GOVERNMENT

			Dated	20
Book No	Receipt	No	Place	Received
from		Rs	Rupees	on
account of				

Signature of Cashier/Official granting receipt.