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IN THE HIGH COURT OF DELHI

Writ Petition (C) No.7292/2007 & CMs 13857/2007 & 686/2008

Date of decision: 7th March, 2008

M/S NATIONAL BUILDING CONSTRUCTION
CORPORATION ... Petitioners
through: Ms. Ginny J. Rautray, Adv.

VERSUS

GOVT. OF NCT OF DELHI & ORS. Respondents
through: Mr. Vibhu Shankar, Advocate
for the respondent.
Mr. Sanjay Poddar, Adv. with
R.C. Ray, Adv. for the
respondent.

CORAM:

HON'BLE MS. JUSTICE GITA MITTAL

1. Whether reporters of local papers may be allowed to see the Judgment?
2. To be referred to the Reporter or not?
3. Whether the judgment should be reported in the Digest?

GITA MITTAL, J(Oral)

1. Learned counsel for the petitioner submits that a meeting was held under the aegis of the Secretary, Ministry of Urban Affairs & Poverty Alleviation, wherein the matter has been finally resolved. Copy of the minutes dated 5th May, 2008 has been placed on record. The same records as under:-

"While initiating the discussions,
Special Secretary (UD) clarified that DMRC
is not really involved in the dispute between

the Delhi Administration and NBCC and that they are interested only in expediting the construction of their yard in that area. It was further stated that presently the possession of the land (52.46 acres) is with the NBCC.

CMD, NBCC, MD, DMRC and Principal Secretary (UD), Delhi Administration expressed their views separately, where after Secretary (UD) resolved the issue as under:-

1. Actual land required by DMRC, which is approx. 10 acres for construction of its yard may be transferred to DMRC subject to the condition that the land would not be used for any commercial activity/purpose.
- II. GNCTD will be provided with 10 acres of land for meeting residential requirements after the lease deed is signed as per point (iv) below.
- III. Rest of the land i.e. 32.4 acres (Approx.) will remain with NBCC Ltd.
- IV Further, GNCTD will sign the Lease Deed with NBCC for the rest of the land to be used as per 'land use' provided in MPD 2021.

Secretary (UD) also mentioned that this decision could be brought to the notice of the Delhi High Court as a commonly worked out arrangement taking into account various aspects of the issue in hand, on the next date of hearing for further directions of the Hon'ble Court."

2. In view of the above, learned counsel for the petitioner says that the grievance of the petitioner would stand satisfied in terms of the above.

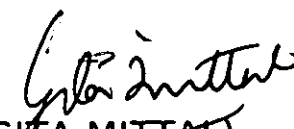
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3. Learned counsel for the petitioner submits that in view of the decision taken on 5th March, 2008, the DMRC shall be permitted to use, occupy and commence its operation on the subject land measuring 10 acres.

4. A prayer is however made that the Govt. of NCT of Delhi be directed to execute the lease deed in favour of the petitioner in a time bound manner.

Accordingly, this writ petition and applications are disposed of in terms of the above decision taken in the meeting on 5th March, 2008. The Govt. of NCT of Delhi shall ensure that necessary steps in terms of the minutes shall be completed within a period of eight weeks from today.

Copy of this order be given dasti under the signatures of the court master of this court.


(GITA MITTAL)
JUDGE

March 07, 2008
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Sanjay Poddar
7-3-2008

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Prakash Chandra
7-3-2008

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Copy of this order be given dasti under the signatures of the court master of this court.

Sd/
(GITA MITTAL)
JUDGE

March 07, 2008
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True copy
[Signature]
7-3-2008
Court Master
Delhi High Court
New Delhi

→ W.P. (C) disposed of on 7.3.08
forth → R.P. no. 412/5 - reviewed
order dated 7.3.08 on 4/4/08
→ OM no. 17653/15 - signed on 11/4/08
→ the petition - 2700 nupt

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***IN THE HIGH COURT OF DELHI AT NEW DELHI**

REVIEW PET. 415/2015 & CM No.17653/2015 in
+ W.P.(C) 7292/2007

NATIONAL BUILDING CONSTN. CORPN. Petitioner

Through : Ms. Ginny J. Rautray and
Ms. Harsha, Advs.

versus

GOVT OF NCT OF DELHI AND ORS. Respondents

Through : Mr. Sanjay Poddar, Sr. Adv.
with Mr. Yeeshu Jain and
Ms. Jyoti Tyagi, Advs.

CORAM:

HON'BLE MS. JUSTICE GITA MITTAL

ORDER

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05.02.2016

REVIEW PET. 415/2015 & CM No.17653/2015

1. The respondent has filed the instant review petition seeking review of the order dated 7th March, 2008 asserting entitlement to claim consideration for the land for which the lease deed has to be executed in terms thereof.

2. In my view, the review petition is completely misconceived and misdirected inasmuch as the writ petition has been disposed of in terms of minutes dated 5th March, 2008 (wrongly noted as 5th

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May, 2008 in the order dated 7th March, 2008 of this court) of the meeting of the parties held under the aegis of the then Secretary, Ministry of Urban Affairs & Poverty Alleviation, Government of India. This court was not called upon to decide on any aspect of the terms on which the lease deed would be executed. For the same reason, the application seeking condonation of delay in filing the review petition is also misconceived.

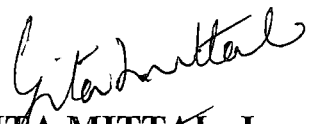
3. Ms. Ginny Rautray, learned counsel for the respondent in review petition has vehemently urged that inter alia, the claim of the review petitioner is erroneous inasmuch the NBCC has adequately compensated the review petitioner by giving up 10 acres of land as noted in the minutes dated 5th March, 2008, and that it had paid the consideration for the grant of lease of the entire plot of land as back as 1995.

4. Mr. Sanjay Poddar, learned senior counsel for the review petitioner disputes these submissions contending that there was no discussion on the terms of the lease which has to be executed keeping in view the fact that on 5th March, 2008, the NBCC has been permitted to change the land use from running a training centre to commercial use as permitted by the MPD 2020-21 and it has to pay the land consideration as per such user. He further submits that without having any right, title or entitlement thereto, the NBCC has taken into consideration over 10 acres of land from DMRC at a rate of over ₹22 lakhs per acre. Other submissions are also pressed.

5. On 7th March, 2008, this court was not called upon to consider terms on which the lease deed would be executed by the respondents in favour of the NBCC of the land which was a subject matter of the minutes dated 5th March, 2008. Therefore, I refrain from expressing any opinion on the merits of the contentions pressed by Ms. Ginny J. Rautray, learned counsel for NBCC or Mr. Sanjay Poddar, learned Senior Counsel for review petitioner.
6. This review petition as well as application are disposed with the above observations.

FEBRUARY 05, 2016

aj


GITA MITTAL, J