

High Court of Judicature at Allahabad
Sitting at Lucknow

Neutral Citation No. - 2024:AHC-LKO:38201

A.F.R.

Court No. – 19

Case :- WRIT - C No. - 1002479 of 2010

Petitioner :- Smt. Mridula Singh

Respondent :- Lucknow Development Authority Gomti Nagar
Lko.Through Its

Counsel for Petitioner :- Sudeep Seth,Brijesh Kumar Singh

Counsel for Respondent :- D.K.Upadhyaya,Ajaay Kumar
Singh,Dipesh Shukla,Mahendra Pratap Singh,Naveen Chandra
Upadhyay,Rajesh Singh Chauhan

Hon'ble Subhash Vidyarthi J.

1. Heard Sri B.K. Singh Advocate, the learned counsel for the petitioner, Sri Mahendra Pratap Singh Advocate, the learned State Counsel, and perused the record.
2. By means of the Writ Petition filed under Article 226 of the Constitution of India, the petitioner has prayed for quashing of an order dated 13.04.2010 passed by the Prescribed Authority/Joint Secretary, Lucknow Development Authority (L.D.A), whereby the petitioner has been directed to remove her possession over plot number 3/85, Vishwas Khand, Gomti Nagar, Lucknow, failing which the L.D.A will remove the encroachment made by the petitioner on the aforesaid plot. The petitioner has also prayed for issuance of a Writ of Mandamus, commanding the opposite parties not to interfere

in possession of the petitioner in respect of Plot No. 3/85, Vishwas Khand, Gomti Nagar, Lucknow.

Order on Amendment Application

3. On 08.08.2023, the petitioner has filed an application for amendment of the Writ Petition seeking to add a prayer for issuance of a Writ in the nature of Mandamus, commanding the L.D.A to allot an additional land area of 180 square meters to the petitioner in pursuance of a Government Order dated 05.03.1996 read with a Government Order dated 20.04.1998. An application dated 22.03.2023 submitted by the petitioner, to the Vice Chairman L.D.A has been annexed with the affidavit in support of the amendment application, wherein she stated that the Government Order dated 05.03.1996 provides that if standard plots could not be carved out, the allottee of adjacent land will be given the land. She stated that all the plots situated in the row, where the petitioner's house is situated, measure 300 Square meters, whereas the land in question (Plot No. 3/85) measures less than 300 Square meters and it is merely 180 Square meters additional land.
4. A copy of a Government Order dated 05.03.1996 has been annexed with the affidavit filed in support of the amendment application and it provides that as far as possible, in case the additional land can be used as a new plot, it should be allotted as a new plot. Where it is not possible to create a new plot as per the layout plan, the land should be offered to the allottees of both the adjacent plots or to allottee of one adjacent plot, whichever is practical.
5. The petitioner has also annexed a copy of a Government Order dated 20.04.1998, which *inter alia* provides that in case any allottee wants to purchase an additional land, he will be charged price at the current rate, but where the development authority itself offers additional land

to the transferee, price thereof shall be taken at the rate prevalent at the time of original allotment along with simple interest.

6. In the written arguments filed after closure of the submissions, the learned Counsel for the petitioner has relied upon a judgment of the Hon'ble Supreme Court in the case of **State of M.P. versus Bhailal Bhai**, 1964 SCC OnLine SC 10, in which it has been held that: -

“14...The jurisdiction conferred by Article 226 is in very wide terms. This article empowers the High Court to give relief by way of enforcement of fundamental rights and other rights by issuing directions, orders or writs, including writs in the nature of habeas corpus, mandamus, prohibition, quo warranto and certiorari. According to the petitioners a writ in the nature of mandamus can be appropriately used where money has been paid to the Government by mistake to give relief by commanding repayment of the same. That in a number of cases the High Courts have used the writ of mandamus to enforce such repayment is not disputed. ...

15. We see no reason to think that the High Courts have not got this power. If a right has been infringed — whether a fundamental right or a statutory right — and the aggrieved party comes to the court for enforcement of the right it will not be giving complete relief if the court merely declares the existence of such right or the fact that that existing right has been infringed. Where there has been only a threat to infringe the right, an order commanding the Government or other statutory authority not to take the action contemplated would be sufficient. It has been held by this Court that where there has been a threat only and the right has not been actually infringed an application under Article 226 would lie and the courts would give necessary relief by making an order in the nature of injunction. It will hardly be reasonable to say that while the court will grant relief by such command in the nature of an order, of injunction where the invasion of a right has been merely threatened the court must still refuse, where the right has been actually invaded, to give the consequential relief and content itself with merely a declaration that the right exists and has been invaded or with merely quashing the illegal order made.

16. For the reasons given above, we are clearly of opinion that the High Courts have power for the purpose of enforcement of fundamental rights and statutory rights to give consequential relief by ordering repayment of money realised by the Government without the authority of law.”

7. In **Bhailal Bhai** the petitioner was claiming a consequential relief of refund of money paid to the Government by mistake, which is not the case here. The principle laid down in **Bhailal Bhai** would apply if the petitioner establishes existence of a fundamental right or a statutory right and infringement thereof and by way of amendment he seeks to add a relief of that wrong being undone consequent to a declaration that his right was infringed. In such circumstances, the courts will give necessary consequential relief. Where the petitioner cannot establish the existence of a Fundamental or a Statutory right and the infringement or violation thereof, there would be no occasion to claim any new relief by way of amendment of the Writ Petition claiming the same to be a consequential relief.
8. The Writ Petition was filed in the year 2010 challenging cancellation of garden lease and by way of amendment application filed in the year 2023, the petitioner is seeking to add a new prayer for allotment of Plot No. 3/85 to the petitioner for residential purpose claiming the same to be additional land appurtenant to her Plot No. 3/84. The amendment will change the nature of the Writ Petition, which was filed challenging cancellation of the garden lease. The prayer sought to be amended is not for a consequential relief and the petitioner does not have a Fundamental or Statutory right of the prayer sought to be incorporated by way of amendment. Therefore, the application for amendment of the Writ Petition is rejected.

Order on the Writ Petition

9. Briefly stated, the facts pleaded in the Writ Petition are that the petitioner is the owner of plot number 3/84 Vishwas Khand, Gomti Nagar, Lucknow, on which she has constructed a house. Plot No. 3/85 measuring 352 Square meters with two graves existing thereon, is adjacent to the petitioner's Plot No. 3/84.

10. Vide order dated 16.10.1986, the L.D.A had allotted Plot No. 3/85 to the petitioner for a garden lease. The allotment letter states that on the request made by the petitioner, 352 Square meters land available near Plot No. 3/84, was being allotted to her on garden lease. The rate of rent and other conditions of lease will be communicated to the petitioner separately.
11. On 02.09.1989, the L.D.A. executed a garden lease in favour of the petitioner in respect of Plot No. 3/85. The lease deed dated 02.09.1989 states that the allotted land was being transferred to the petitioner on a temporary garden lease at the rate of Rs.415/- per year. The land will be used for the purpose of gardening only and no construction of any kind will be raised thereon. The period of garden lease was 10 years. The petitioner would not have the right to sublet the land. It was a condition of the lease that the petitioner will not raise any permanent construction on the land and she could merely erect a fence of barbed wires and in case the L.D.A. needed the land, the allotment of the land could be cancelled at any time. The description of allotted land mentioned in the lease deed is Plot No. 3/85, Vishwas Khand, Gomti Nagar, Lucknow measuring 352.80 Square meters.
12. A copy of the layout plan has also been annexed with the Writ Petition, which shows the land of garden leases bearing Plot No. 3/85 Vishwas Khand, Gomti Nagar, having an area of 352.80 square meters.
13. The petitioner has pleaded in the Writ Petition that she had constructed a boundary wall surrounding Plot No. 3/85 and the garden lease was renewed on 15.12.2000 for a further period of 20 years. A copy of the lease deed dated 15.12.2000 has been annexed as Annexure No. 4 to the Writ Petition, which mentions that the land was being transferred on garden lease for a period of 30 years, as

against a period of 20 years pleaded in para 6 of the petition. This lease deed dated 15.12.2000 was not registered.

14. On 28.07.2005, L.D.A issued a notice to the petitioner stating that she had constructed a boundary wall in violation of the conditions of garden lease and that she had deposited lease rent for one year only. Therefore, the Vice Chairman L.D.A had cancelled the allotment of land made in favour of the petitioner.
15. On 04.04.2009, the Joint Secretary, L.D.A issued a letter to the petitioner stating that she had been granted garden lease of Plot No. 3/85 as at that time, the number of plots available was in excess of the demand of the plots. Subsequently the demand of plots had increased. It was one of the conditions of the lease agreement that in case of need of land, the L.D.A could cancel the allotment of the land. The cancellation of allotment had already been communicated to the petitioner by means of the earlier letter dated on 28.07.2005. The letter dated 04.04.2009 sent by the Joint Secretary of L.D.A directed the petitioner to handover possession of the land to L.D.A., failing which L.D.A. will recover possession of the land.
16. The petitioner filed Writ Petition No. 4147 (M/B) of 2009, in which an interim order was passed on 29.07.2009 directing the parties to maintain status quo regarding Plot No. 3/85. The aforesaid petition was disposed off finally by means of an order dated 06.08.2009, directing the opposite parties not to dispossess the petitioner without following the due process of law.
17. Thereafter, the Prescribed Authority/Joint Secretary of L.D.A issued a notice dated 03.02.2010 giving the petitioner an opportunity to submit her explanation as to why L.D.A. should not take possession of the land under Section 26(4) of Uttar Pradesh Urban Planning and Development Act, 1973 (hereinafter referred as “the Act of 1973”).

18. The petitioner submitted a detailed reply to the aforesaid show cause notice stating that she had not raised any permanent construction such as any room on Plot No. 3/85 and she had raised a low boundary wall surrounding the Plot, which cannot be treated as a permanent construction. She further stated that she had deposited lease rent of the land and the lease had been renewed for a further period of 20 years upto the year 2020 through an agreement dated 15.10.2000. Thereafter the petitioner has deposited rent for a period of 10 years from 2001 to 2010. The petitioner alleged that the reason for cancellation of the lease was that L.D.A. wanted to transfer the land in favour of a Cabinet Minister of the State Government. She further stated that the reason mentioned in the letter dated 04.04.2009 was different from the reason mentioned in the earlier letter dated 28.07.2005. The petitioner also stated that the notice had been issued under Section 26(4) of the Act of 1973, whereas Section 26 of the Act of 1973 contains only 3 sub-sections and there was no sub-section (4) in Section 26.
19. On 13.04.2010, the Prescribed Authority passed the impugned order wherein it is recorded that the learned counsel for the petitioner had contended that Section 26 of Act of 1973 does not apply to any private land and it relates to public lands only whereas the leased property is not a public property and that even if it is assumed that the lease has been cancelled, status of the petitioner would be of tenant as sufferance and not of an encroacher. It was further contended on behalf of the petitioner that two graves existed on the land in question and, therefore, the land could not be used for residential purpose. On the other hand, the learned counsel for L.D.A. had submitted that the land was not recorded in the revenue records as Kabristan.
20. The Prescribed Authority recorded that Plot Nos. 3/84 and 3/85, Vishwas Khand, Gomti Nagar were carved out from land forming a part of Khasra Nos. 1210 P, 1229 P, 1230 P and 1267 P. The lands

bearing Khasra Nos. 1210 and 1267 were lands of Sullage Farm, which had been transferred by Nagar Nigam to L.D.A in the year 1982. Land bearing Khasra No. 1229 and 1230 had been acquired in the year 1983 for Ujariyaon Residential Scheme, Part 1. No graveyard is recorded in any of the Khasra numbers in the revenue record. The Prescribed Authority concluded that the aforesaid facts established that the land bearing No. 3/85 is not a graveyard and it is a residential land.

21. The Prescribed Authority further held that the original file of L.D.A regarding the plot in question had gone missing. Even if the garden lease had been renewed, the officer who had signed the renewal deed as the transferor, has signed it on 12.01.2001, whereas the first line of the renewal deed mentioned the date 15.12.2000, which contradiction makes the lease deed suspicious, more so in absence of the original file. The officer who had signed the renewal deed dated 15.12.2000, had himself issued the letter dated 28.07.2005 cancelling the allotment of Plot No. 3/85 in favour of the petitioner, which establishes that the lease stands cancelled.
22. It is also recorded in the impugned order dated 15.04.2010 that the petitioner has given a letter dated 15.12.2008 requesting that Plot No.3/85, which is adjacent to her Plot No. 3/84, be allotted to her for residential purpose and be transferred to her on freehold basis. She had given a reminder letter dated 12.10.2009 also to the Vice-Chairman L.D.A. The Vice-Chairman had made a noting on the file on 19.06.2009 stating that as the agreement executed in the year 2000 had not been registered, no effective lease existed in favour of the petitioner. As the petitioner violated the condition of lease deed and raised a boundary wall and did not handover possession of the land to L.D.A. even after giving notice, the Vice-Chairman passed an order dated 19.06.2009 for taking possession of the land.

23. The Prescribed Authority held that no lease in favour of the petitioner is in existence and, therefore, the land has reverted to the L.D.A and it falls in the category of public property. Regarding the contention of the petitioner that she has already deposited the lease rent, the Prescribed Authority stated that the petitioner had deposited lease rent for a period of one year only in the year 1989. Thereafter, she deposited Rs.3,320/- towards lease rent for 8 years on 08.02.2008. She did not deposit any other amount from 1989 to 2008 and thereafter she deposited Rs.830/- towards lease rent for a period of 2 years, on 13.02.2009. The amount was deposited by the petitioner towards arrears of lease rent and the contention of the petitioner's learned counsel had become a tenant at sufferance, was rejected.
24. The Prescribed Authority directed the petitioner to remove her possession from Plot No. 3/85, Vishwas Khand, Gomti Nagar, Lucknow, otherwise L.D.A will take possession of the land.
25. The L.D.A has filed a counter affidavit stating that the garden lease granted to the petitioner had been cancelled by means of an order dated 15.04.1989 but the order dated 15.04.1989 was recalled by means of an order dated 06.05.1989 in furtherance of a representation submitted by the petitioner. Thereafter the garden lease was cancelled by means of an order dated 28.07.2005 on the ground that the petitioner had erected a boundary wall and she had deposited lease rent for a period of one year only. The notice dated 03.02.2010 had wrongly made a mention of Section 26(4) of Act of 1973 but the petitioner had submitted a reply to the notice and the Prescribed Authority has passed the order dated 13.04.2010 after considering the petitioner's reply.
26. The petitioner has stated in the rejoinder affidavit that Fateh Bahadur Singh had moved an application dated 26.02.2004 for registration in L.D.A for allotment of Plot No. 3/85, Vishwas Khand, Gomti Nagar,

Lucknow, which was even before cancellation of the petitioner's lease. As per the procedure laid down by the L.D.A for registration/allotment of residential plots/houses, an advertisement for registration of any scheme for residential plots/houses shall be published in at least two newspapers of State/National level. Any person who or any member of whose family has a plot/house in any colony developed by L.D.A., Uttar Pradesh Avas Vikas Parishad, the Improvement Trust or any local body or cooperative society, shall not be eligible for allotment of any plot/house. Clause 30.1 of the procedure for registration/allotment of plot/house provides that the allottee will have to take possession of the plot as per actual measurement. In case the area or dimensions are different, the allottee will have to make payment as per the modified situation.

27. Submissions of the learned Counsel were heard on 16.05.2024, during which the learned counsel for the petitioner submitted that the notice dated 03.02.2010 was issued under Section 26(4) of the Act of 1973, whereas there is no such provisions in the aforesaid Act and no proceedings could be initiated and no orders could be passed in furtherance of the notice issued under a non-existent provision. He has submitted that the petitioner's lease deed was cancelled arbitrarily as the authorities wanted to transfer the land to a Cabinet Minister, who already holds 4 - 5 plots of land of L.D.A. and who is not entitled to be transferred any other plot from L.D.A. as no persons is entitled to get more than one plot of L.D.A.
28. The Court put a query to the learned counsel for the petitioner as to whether the lease deed dated 15.12.2000 executed in favour of the petitioner had been registered, to which he replied that the L.D.A. having executed the lease dated 15.12.2000 and having accepted rent under this deed, is estopped from challenging its validity.

29. After hearing of oral submissions, the matter was posted for 21.05.2024 for delivery of judgment/order. On 17.05.2024, the learned counsel for the petitioner supplied written arguments containing several new submissions which had not been advanced during hearing of the case. The written arguments filed do not contain any acknowledgment of its receipt by the learned Counsel for the respondents. This conduct of adding new arguments after close of the hearing of the case behind the back of the other side cannot be appreciated by the Court. Yet, in the interest of justice, the Court proceeds to examine the submissions made through written arguments.
30. It has been submitted in the written arguments that although Section 17 of the Registration Act, 1908 bars the admissibility of an unregistered lease deed executed for a period of more than one year, it is not open to the L.D.A to deny the relationship of the lesser and lessee as it has never denied the due execution of the lease deed and it has accepted the lease rent from time to time.
31. The learned counsel for the petitioner next submitted that a conjoint reading of Section 105 to 107 of the Transfer of Property Act, 1882, clarifies that a lease can be created simply where the lesser grants a right and interest to a lessee to enjoy an immovable property for a consideration and puts a lessee into possession of the land while accepting periodic consideration. He has submitted that the present case fulfills all the requirements of Section 105 to 107 even in absence of registration of the lease deed.
32. Section 107 of the Transfer of Property Act provides that, "*a lease of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument.*" Therefore, there is no room to doubt that the L.D.A could not have granted any leasehold rights to the petitioner without

execution of a registered lease deed as per the provisions contained in Section 107 of the Transfer of Property Act, 1908.

33. Section 17 (1)(d) of the Registration Act, 1908, provides that “*leases of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent, are required to be registered compulsorily.*”

34. Section 49 of the Registration Act, 1908 provides as follows: -

“49. Effect of non-registration of documents required to be registered.—No document required by Section 17 or by any provision of the Transfer of Property Act, 1882 (4 of 1882), to be registered shall—

(a) affect any immovable property comprised therein, or

(b) confer any power to adopt, or

(c) be received as evidence of any transaction affecting such property or conferring such power,

unless it has been registered:

Provided that an unregistered document affecting immovable property and required by this Act or the Transfer of Property Act, 1882 (4 of 1882), to be registered may be received as evidence of a contract in a suit for specific performance under CHAPTER II of the Specific Relief Act, 1877 (1 of 1877), or as evidence of any collateral transaction not required to be effected by registered instrument.”

35. The learned counsel for the petitioner has referred to the decision of the Hon’ble Supreme Court in the case of **Kale & Others versus Deputy Director Of Consolidation Ors:** (1976) 3 SCC 119, **Sarup Singh Gupta versus S. Jagdish Singh:** (2006) 4 SCC 205, **Satrudhan Sahani versus State of Bihar**, 1990 SCC OnLine Pat 281, **Kallingal Moosa Kutti versus Secretary of State for India in Council**, 1919 SCC OnLine Mad 299, **Daso Kewat versus State of Bihar**, 1995 SCC OnLine Pat 314, **R.S. Grewal versus Chander Parkash Soni**, (2019) 6 SCC 216, **State of W.B. versus Vishnunarayan & Associates (P) Ltd.**, (2002) 4 SCC 134, **Dr.**

Virendra Kumar Dixit versus State of U.P., 2014 SCC OnLine All 16476,

36. The question involved in **Kale** (Supra) was if any title was conveyed to the appellant under a family arrangement, whether the said conveyance can only be by a registered instrument under the provisions of the Registration Act and the Transfer of Property Act. Before proceeding to decide the question, the Hon'ble Supreme Court discussed in general the effect and value of family arrangements entered into between the parties with a view to resolving disputes once for all, in the following words: -

“9. Before dealing with the respective contentions put forward by the parties, we would like to discuss in general the effect and value of family arrangements entered into between the parties with a view to resolving disputes once for all. By virtue of a family settlement or arrangement members of a family descending from a common ancestor or a near relation seek to sink their differences and disputes, settle and resolve their conflicting claims or disputed titles once for all in order to buy peace of mind and bring about complete harmony and goodwill in the family. The family arrangements are governed by a special equity peculiar to themselves and would be enforced if honestly made. In this connection, Kerr in his valuable treatise Kerr on Fraud at p. 364 makes the following pertinent observations regarding the nature of the family arrangement which may be extracted thus:

“The principles which apply to the case of ordinary compromise between strangers do not equally apply to the case of compromises in the nature of family arrangements. Family arrangements are governed by a special equity peculiar to themselves, and will be enforced if honestly made, although they have not been meant as a compromise, but have proceeded from an error of all parties, originating in mistake or ignorance of fact as to what their rights actually are, or of the points on which their rights actually depend.”

The object of the arrangement is to protect the family from long-drawn litigation or perpetual strifes which mar the unity and solidarity of the family and create hatred and bad blood between the various members of the family. Today when we are striving to build up an egalitarian society and are trying for a complete reconstruction of the society, to maintain .and uphold the unity

and homogeneity of the family which ultimately results in the unification of the society and, therefore, of the entire country, is the prime need of the hour. A family arrangement by which the property is equitably divided between the various contenders so as to achieve an equal distribution of wealth instead of concentrating the same in the hands of a few is undoubtedly a milestone in the administration of social justice. That is why the term “family” has to be understood in a wider sense so as to include within its fold not only close relations or legal heirs but even those persons who may have some sort of antecedent title, a semblance of a claim or even if they have a spes successionis so that future disputes are sealed for ever and the family instead of fighting claims inter se and wasting time, money and energy on such fruitless or futile litigation is able to devote its attention to more constructive work in the larger interest of the country. The courts have, therefore, leaned in favour of upholding a family arrangement instead of disturbing the same on technical or trivial grounds. Where the courts find that the family arrangement suffers from a legal lacuna or a formal defect the rule of estoppel is pressed into service and is applied to shut out plea of the person who being a party to family arrangement seeks to unsettle a settled dispute and claims to revoke the family arrangement under which he has himself enjoyed some material benefits. The law in England on this point is almost the same. In Halsbury’s Laws of England, Vol. 17, Third Edition, at pp. 215-216, the following apt observations regarding the essentials of the family settlement and the principles governing the existence of the same are made:

“A family arrangement is an agreement between members of the same family, intended to be generally and reasonably for the benefit of the family either by compromising doubtful or disputed rights or by preserving the family property or the peace and security of the family by avoiding litigation or by saving its honour.

*The agreement may be implied from a long course of dealing, but it is more usual to embody or to effectuate the agreement in a deed to which the term “family arrangement” is applied. **Family arrangements are governed by principles which are not applicable to dealings between strangers.** The court, when deciding the rights of parties under family arrangements or claims to upset such arrangements, considers what in the broadest view of the matter is most for the interest of families, and has regard to considerations which, in dealing with transactions between persons not members of the same family, would not be taken into account. Matters which would be fatal to*

the validity of similar transactions between strangers are not objections to the binding effect of family arrangements.”

37. The Hon’ble Supreme Court held in light of the facts of **Kale** (Supra) that: -

“the family settlement arrived at by the parties was oral, and the petition filed by them on August 7, 1956 before the Assistant Commissioner, was merely an information of an already completed oral transaction. In other words, the petition was only an intimation to the Revenue Court or authority that the matters in dispute between the parties had been settled amicably between the members of the family, and no longer required determination and that the mutation be effected in accordance with that antecedent family settlement. Since the petition did not itself create or declare any rights in immovable property of the value of Rs 100 or upwards, it was not hit by Section 17 (1)(b) of the Registration Act, and, as such, was not compulsorily registrable.”

38. The Hon’ble Supreme Court has specifically held in **Kale** (Supra) that Family arrangements are governed by principles which are not applicable to dealings between strangers, and further, that as the document in question did not itself create or declare any rights in immovable property of the value of Rs 100 or upwards, it was not hit by Section 17 (1)(b) of the Registration Act, it was not compulsorily registrable. Therefore, the decision in the aforesaid case is not at all relevant for decision of the instant Writ Petition which asserts the existence of lease hold rights on the basis of an unregistered lease deed executed by L.D.A. in favour of the petitioner for a period of 30 years.
39. Per Contra, the learned Counsel for the respondents has relied upon the decisions in the cases of **Food Corpn. of India versus V.K. Traders**: (2020) 4 SCC 60 and **Sevoke Properties Ltd. versus W.B. State Electricity Distribution Co. Ltd.**: (2020) 11 SCC 782.
40. In **Food Corpn. of India versus V.K. Traders** (Supra), the Hon’ble Supreme Court held that no reliance can be placed upon the lease deeds which do not satisfy the statutory requirements of Section 17(1) (d) of the Registration Act, 1908 as these lease deeds thus cannot be accepted as evidence of valid transfer of possessory rights.

41. In **Sevoke Properties Ltd. versus W.B. State Electricity Distribution Co. Ltd.**, (2020) 11 SCC 782, it was held that in terms of the provisions of Section 107, a lease of immovable property for a term exceeding one year can only be made by a registered instrument. Where the indenture of lease has not been registered, the contents of the indenture would be inadmissible in evidence for the purpose of determining the terms of the contract between the parties. This is the plain consequence of the provisions of Sections 17 and 49 of the Registration Act, 1908. The only purpose for which the lease can be looked at is for assessing the nature and character of the possession of the respondent.
42. Having considered the submissions advanced and the case-laws placed by the learned Counsel for the parties, this Court is of the considered view that the lease deed dated 05.12.2000 executed in favour of the petitioner for a period of 30 days, reserving an yearly rent, was necessarily required to be registered in view of the Statutory mandate contained in Section 17 (1) (d) of the Registration Act and Section 107 of the Transfer of Property Act. In absence of registration, it conferred no right, title or interest in the property upon the petitioner as per the statutory provision contained in Section 49 of the Registration Act, 1908 and it will not be admissible in evidence of the transaction of lease between L.D.A. and the petitioner.
43. The learned counsel for the petitioner next submitted that the L.D.A. having executed the lease deed and having accepted the lease rent from the petitioner, is estopped from challenging validity of the lease deed.
44. In this regard, it would be sufficient to refer to the well established principle of law that there can be no estoppel against the provisions of a Statute. When Section 17(1)(d) of the Registration Act and 107 of the Transfer of Property Act clearly provides that a lease for a term exceeding one year or reserving a yearly rent can be made by a

registered instrument only, and Section 49 of the Registration Act provides that an unregistered lease deed confers no right, title or interest in the property upon the petitioner and it will not be admissible in evidence of the transaction of lease between L.D.A. and the petitioner, there can be no estoppel against the plea of invalidity of an unregistered lease deed.

45. The learned Counsel for the petitioner next relied upon the case of **Sarup Singh Gupta versus S. Jagdish Singh**, (2006) 4 SCC 205 wherein after serving a notice upon the appellant terminating the lease under Section 106 of the Transfer of Property Act, the respondent instituted a suit for his eviction on 02.06.1979. Before filing the suit two notices were given to the appellant on 10.02.1979 and 17.03.1979. According to the appellant, despite notice terminating the tenancy, the respondent accepted rent for the months of April and May 1979 and thereafter. The Hon'ble Supreme Court referred to Section 113 of the Transfer of Property Act, 1882 which reads as follows: -

“113. Waiver of notice to quit.—A notice given under Section 111 clause (h), is waived, with the express or implied consent of the person to whom it is given, by any act on the part of the person giving it showing an intention to treat the lease as subsisting.”

46. The Hon'ble Supreme Court held that: -

“6. ...A mere perusal of Section 113 leaves no room for doubt that in a given case, a notice given under Section 111 clause (h), may be treated as having been waived, but the necessary condition is that there must be some act on the part of the person giving the notice evincing an intention to treat the lease as subsisting. Of course, the express or implied consent of the person to whom such notice is given must also be established. The question as to whether the person giving the notice has by his act shown an intention to treat the lease as subsisting is essentially a question of fact. In reaching a conclusion on this aspect of the matter, the court must consider all relevant facts and circumstances, and the mere fact that rent has been tendered and accepted, cannot be determinative.

* * *

8. In the instant case, as we have noticed earlier, two notices to quit were given on 10-2-1979 and 17-3-1979. The suit was filed on 2-6-1979. The tenant offered and the landlord accepted the rent for the months of April, May and thereafter. The question is whether this by itself constitutes an act on the part of the landlord showing an intention to treat the lease as subsisting. In our view, mere acceptance of rent did not by itself constitute an act of the nature envisaged by Section 113, Transfer of Property Act showing an intention to treat the lease as subsisting. The fact remains that even after accepting the rent tendered, the landlord did file a suit for eviction, and even while prosecuting the suit accepted the rent which was being paid to him by the tenant. It cannot, therefore, be said that by accepting rent, he intended to waive the notice to quit and to treat the lease as subsisting. We cannot ignore the fact that in any event, even if rent was neither tendered nor accepted, the landlord in the event of success would be entitled to the payment of the arrears of rent. To avoid any controversy, in the event of termination of lease the practice followed by the courts is to permit the landlord to receive each month by way of compensation for the use and occupation of the premises, an amount equal to the monthly rent payable by the tenant. It cannot, therefore, be said that mere acceptance of rent amounts to waiver of notice to quit unless there be any other evidence to prove or establish that the landlord so intended. In the instant case, we find no other fact or circumstance to support the plea of waiver. On the contrary, the filing of and prosecution of the eviction proceeding by the landlord suggests otherwise.”

47. Applying the law laid down in **Sarup Singh Gupta** (Supra) to the facts of the present case, it is clear that the mere acceptance of rent by L.D.A. did not by itself constitute an act of the nature envisaged by Section 113, Transfer of Property Act showing an intention to treat the garden-lease as subsisting. The fact remains that even after accepting the rent, the L.D.A. initiated proceedings for eviction and after giving the notice, it did not accept any rent. It cannot, therefore, be said that by accepting rent, L.D.A. intended to waive the notice to handover possession of the land and to treat the lease as subsisting. Even if rent was neither tendered nor accepted, the L.D.A. would be entitled to the payment of the arrears of rent for the period the land

remained in occupation of the petitioner. Therefore, **Sarup Singh Gupta** (Supra) does not in any manner helps the petitioner, rather it supports the case of the respondent.

48. The learned Counsel for the petitioner has also relied upon the judgment in the case of **Shanti Prasad Devi versus Shankar Mahto**, (2005) 5 SCC 543, wherein the question involved was of interpretation of Section 116 of the Transfer of Property Act, which reads thus: -

*“116. Effect of holding over.—If a lessee or under-lessee of property remains in possession thereof after the determination of the lease granted to the lessee, and the lessor or his legal representative accepts rent from the lessee or under-lessee, or otherwise assents to his continuing in possession the lease is, **in the absence of an agreement to the contrary**, renewed from year to year, or from month to month, according to the purpose for which the property is leased, as specified in Section 106.”*

(emphasis added by the Hon’ble Supreme Court)

49. The Hon’ble Supreme Court held that: -

“18. ... on expiry of period of lease, mere acceptance of rent for the subsequent months in which the lessee continued to occupy the lease premises cannot be said to be a conduct signifying “assent” to the continuance of the lease even after expiry of lease period....”

50. Even as per the law laid down in **Sarup Singh Gupta** and **Shanti Prasad Devi** (Supra), the mere deposit of rent in the bank account of L.D.A. will not make the petitioner a tenant by holding over, unless it is established that the rent had been accepted by a legal representative of L.D.A. competent to assent to the petitioner continuing in possession, which is not the case here, as the competent authorities of L.D.A. have repetitively asked the petitioner to vacate the land occupied by her and the petitioner wants to continue in possession of the land not for the purpose for which it was initially granted to her, i.e. for gardening purpose, but she wants to retain it as an additional land forming a part of her residential plot. In these circumstances,

neither Section 116 of the Transfer of Property Act, nor the judgments in the cases of in **Sarup Singh Gupta** and **Shanti Prasad Devi** (Supra) support the petitioner's claim.

51. The learned counsel for the petitioner has also submitted that Section 90 of the Registration Act exempts lease deeds executed by any statutory body.

52. Section 90 of the Registration Act 1908 provides as follows:-

“90. Exemption of certain documents executed by or in favour of Government.—(1) Nothing contained in this Act or in the Indian Registration Act, 1877 (3 of 1877), or in the Indian Registration Act, 1871 (8 of 1871), or in any Act thereby repealed, shall be deemed to require, or to have at any time required, the registration of any of the following documents or maps, namely—

- (a) documents issued, received or attested by any officer engaged in making a settlement or revision of settlement of land-revenue, and which form part of the records of such settlement; or*
- (b) document and maps issued, received or authenticated by any officer engaged on behalf of Government in making or revising the survey of any land, and which form part of the record of such survey; or*
- (c) documents which, under any law for the time being in force, are filed periodically in any revenue-office by patwaris or other officers charged with the preparation of village-records; or*
- (d) sanads, inam, title-deeds and other documents purporting to be or to evidence grants or assignments by Government of land or of any interest in land; or*
- (e) notices given under Section 74 or Section 76 of the Bombay Land-Revenue Code, 1879 (Bombay Act 5 of 1879), of relinquishment of occupancy by occupants, or of alienated land by holders of such land.*

(2) All such documents and maps shall, for purposes of Sections 48 and 49, be deemed to have been and to be registered in accordance with the provisions of this Act.”

53. Section 3 (23) of the General Clauses Act provides that “Government” or “the Government”, shall include both the Central Government and any State Government;”

54. “Central Government” is defined in Section 3(8) of the general Clauses Act as follows: -

“(8) “Central Government” shall,—

(a) in relation to anything done before the commencement of the Constitution, mean the Governor-General or the Governor-General-in-Council, as the case may be; and shall include,—

(i) in relation to functions entrusted under sub-section (1) of Section 124 of the Government of India Act, 1935, to the Government of a Province, the Provincial Government acting within the scope of the authority given to it under that sub-section; and

(ii) in relation to the administration of a Chief Commissioners' Province, the Chief Commissioner acting within the scope of the authority given to him under sub-section (3) of Section 94 of the said Act; and

(b) in relation to anything done or to be done after the commencement of the Constitution mean the President;

and shall include,

(i) in relation to functions entrusted under clause (1) of Article 258 of the Constitution to the Government of a State, the State Government acting within the scope of the authority given to it under that clause;

(ii) in relation to the administration of a Part C State before the commencement of the Constitution (Seventh Amendment) Act, 1956, the Chief Commissioner or the Lieutenant-Governor or the Government of a neighbouring State or other authority acting within the scope of the authority given to him or it under Article 239 or Article 243 of the Constitution as the case may be;

(iii) in relation to the administration of a Union territory the administrator thereof acting within the scope of the authority given to him under Article 239 of the Constitution;”

55. The “State Government” is defined in Section 3(60) of the General Clauses Act as follows: -

“(60) “State Government,”—

(a) as respects anything done before the commencement of the Constitution, shall mean, in a Part A State, the Provincial Government of the corresponding Province, in a Part B State,

the authority or person authorized at the relevant date to exercise executive government in the corresponding Acceding State, and in a Part C State, the Central Government;

(b) as respects anything done after the commencement of the Constitution and before the commencement of the Constitution (Seventh Amendment) Act, 1956, shall mean, in a Part A State, the Governor, in a Part B State, Rajpramukh, and in a Part C State, the Central Government;

(c) as respects anything done or to be done after the commencement of the Constitution (Seventh Amendment) Act, 1956, shall mean, in a State, the Governor, and in a Union territory, the Central Government;

and shall, in relation to functions entrusted under Article 253-A of the Constitution to the Government of India, include the Central Government acting within the scope of the authority given to it under that article;”

56. L.D.A. has been notified by the State government under Section 4 of the Act of 1973 and it is a body corporate having perpetual succession and a common seal and it has the power to power to acquire, hold and dispose of property. A bare reading of the aforesaid statutory provisions makes it manifest that L.D.A. is not “Government”, although it falls within the definition of ‘State’ under Article 12 of the Constitution of India. “State” and “Government” are not one and the same. A lease deed executed by the L.D.A is not a sanad, inam, title-deed or other document evidencing a grant or assignment by Government of land or of any interest in land, as referred to in Section 90 (1) (d) of the Registration Act so as to be deemed to have been registered. The submission of the learned counsel for the petitioner is without any merit and the same is turned down.
57. The learned Counsel for the petitioner has relied upon a judgment of Patna High Court in **Satrudhan Sahani versus State of Bihar**: AIR 1991 Pat 211, wherein an advertisement was published in the newspapers inviting applications for settlement of a tank for fishing purpose for a period of ten years with effect from 01.04.1985. The

petitioners and the respondents filed applications and the selection agency recommended settlement in favour of the respondents. The selection committee approved the suggestion. The petitioners filed an objection before the Collector of the district objecting to settlement in favour of the respondents. The Collector sought a report from the Additional Collector, who submitted a report that three out of the four respondents had completed the training given by the Agency and as such they had a better claim for taking settlement. The Collector directed that the settlement be made in favour of the respondents. In this factual background, the Patna High Court held that: -

“13. In view of series of judgments of the Supreme Court, now it is not possible to dismiss, a writ application filed on behalf of a person who feels that he has been discriminated by the State Government or an Authority which can be held to be a ‘State’ within the meaning of Art. 12 of the Constitution, in matters of settlement of fishery rights in tanks and jalkars belonging to the State, only on the ground that no registered document has been executed in favour of such petitioner by the competent authority. When the Supreme Court, by the aforesaid order passed in connection with this case itself, directed that the writ application be heard on merit after setting aside the earlier order passed by this Court, in my view the decision of the Full Bench in Chetlal Sao's case (AIR 1986 Pat 267) (supra) on the question of maintainability of a writ application in absence of a registered document stands overruled.”

58. However, the provisions of Section 17 (1) (d), Section 49, Section 90 of the Registration Act, or Section 107 of the Transfer of Property Act were not considered by the Patna High Court while deciding **Satrudhan Sahani** (Supra). Therefore, besides the point the decision of Patna High Court is not binding on this Court, this decision is not an authority on the question of effect of Section 17 (1) (d), 49, Section 90 of the Registration Act, or Section 107 of the Transfer of Property Act.
59. The learned Counsel for the petitioner has also relied upon **Kallungal Moosa Kutti versus Secretary of State for India in Council**, 1919

SCC OnLine Mad 299, in which the first defendant had taken a lease of certain lands taken from the Government under Section 3 of the Government Grants Act contained a clause that the defendant should not erect buildings on the land, but the Grantee violated this condition. The Secretary of State filed a suit for ejectment. The lessee pleaded that the lease deed was not registered and it was not admissible in evidence. The High Court held that a lease granted by the Government was covered by Section 90 (1) (d) of the Registration Act. In the present case, the lease deed has not been executed by the Government under the Government Grants Act and, therefore, **Kallingal Moosa Kutti** (Supra) does not apply to a lease deed executed by the L.D.A.

60. Reliance has also been placed by the learned Counsel for the petitioner on **Daso Kewat versus State of Bihar**, 1995 SCC OnLine Pat 314, in which the Patna High Court held that a lease of land granted by the Crown under the Crown Grants Act, 1895 or the Government Grants Act, 1895 was outside the operation of Section 107, Transfer of Property Act, 1882 which provided that a lease of a movable property from year to year, or for any term exceeding one year or reserving a yearly rent could be made only by a registered instrument and it was covered by Section 90 (1) (d) of the Registration Act. However, the lease deed in favour of the petitioner has not been executed by the by the Crown under the Crown Grants Act, 1895 or the Government Grants Act, 1895 and it has been executed by the L.D.A. and not by the Government. Therefore, **Daso Kewat** (Supra) also does not apply to the present case.
61. Regarding the notice having been issued by the L.D.A quoting a wrong statutory provision, the petitioner has relied upon the decisions of the Hon'ble Supreme Court in the cases of **R.S. Grewal versus Chander Parkash Soni**, (2019) 6 SCC 216 and **State Of West**

Bengal & Ors versus Vishnunarayan And Associates (P) Ltd.:
(2002) 4 SCC 134.

62. In **R.S. Grewal** (Supra) a suit for possession had been filed against the first respondent, who was a tenant inducted by Shiv Dev Kaur Grewal, in the Court of Civil Judge, Senior Division, Ludhiana. The defendant claimed that he had taken the shop in his possession on rent as a tenant from Dr Shiv Dev Kaur Grewal, who was not a limited owner of the property. Moreover, it was pleaded that the defendant was in occupation as a tenant and a suit for possession treating him to be a trespasser was not maintainable. The Hon'ble Supreme Court held that Shiv Dev Kaur fulfilled the description of a "landlord" under Section 2(c) of the East Punjab Urban Rent Restriction Act, 1949; the first respondent who was covered by the expression "tenant" under Section 2(i) of the East Punjab Urban Rent Restriction Act, 1949 acquired the character of a statutory tenant and was protected under it; the statutory protection afforded to the tenant did not cease to exist upon the death of Shiv Dev Kaur; a suit for possession on the basis that the tenant was a trespasser after the death of Shiv Dev Kaur was not maintainable and the remedy of the appellants was to pursue eviction proceedings on the grounds contemplated by the East Punjab Urban Rent Restriction Act, 1949. The aforesaid decision was given in view of the peculiar facts and circumstances of that case, where the suit was filed wrongly treating the defendant to be a trespasser whereas he was a statutory tenant and proceedings for his eviction could be initiated under the East Punjab Urban Rent Restriction Act, 1949 only. This principle would not apply to the mention of a wrong provision in issuing a notice by the L.D.A., where the proceedings have rightly been initiated under the Act of 1973.
63. The learned Counsel for the petitioner has also placed reliance on the judgment in the case of **State of W.B. versus Vishnunarayan & Associates (P) Ltd.**, (2002) 4 SCC 134, in which it was held that in

the absence of specific statutory provision a person cannot be evicted by force by the State or its executive officers without following due course of law, on the ground of public interest and without any opportunity to show cause. In that case, proceeding for eviction of a lessee was initiated under Section 6-A of the West Bengal Government Premises (Tenancy Regulation) Act, 1976, which provides for Eviction of unauthorised occupants and penalty for such occupation. The Hon'ble Supreme Court held that: -

“23. Section 6-A Eviction of unauthorised occupants can be invoked against any person, who is not a tenant or who remains in occupation of any government premises without written order of the prescribed authority. The respondents were tenants under the erstwhile Company and continued to be so, as held by us. Therefore, they cannot be evicted by invoking powers conferred on the authority under Section 6-A of the Act of 1976. However, we are not deciding the controversy as to whether this Act would apply only to residential premises, as held by the High Court”.

64. In the present case, the term of garden lease granted on 02.09.1989 stood expired and the subsequent lease deed dated 15.12.2000 has not been registered and it conferred no right, title or interest on the petitioner as per Section 49 of the Registration Act. Therefore, the petitioner is not a lessee of L.D.A. and she has no legally enforceable right in respect of the land which is a prerequisite for maintaining a Writ Petition.
65. Sri. M. P. Singh, the learned counsel for the opposite parties has submitted that a wrong mention of the statutory provisions will not invalidate the notice, if the power to issue notice is traceable to some other provision of the statute and the notice has been issued by the Competent Authority. He has relied upon the judgments in the cases of **Yogendra Kumar versus State of U.P.**: 2012 SCC OnLine All 410 and **The Field Council of Norwegian Evangelical Mission and Ors. Vs. State of U.P. and Ors.** 2018 (9) ADJ 649.

66. In **Yogendra Kumar versus State of U.P.**: 2012 SCC OnLine All 410, Rule 17(1)(a) of the Rules provides that a police officer against whom an enquiry is contemplated or is proceeding, may be placed under suspension. However, in the said order of suspension, in place of Rule ‘17(1)(a)’, Rule ‘17(1)(b)’ has been mentioned. A Division Bench of this Court held that: -

“It is well settled legal position that merely because an order has been made under a wrong provision of law, it does not become invalid so long as there is some other provision of law under which the order could be validly made. Mere recital of a wrong provision of law does not have the effect of invalidating an order which is otherwise within the power of the authority making it.”

67. In **The Field Council of Norwegian Evangelical Mission and Ors. Vs. State of U.P. and Ors.** 2018 (9) ADJ 649, a coordinate Bench of this Court held that: -

“35. It is settled law that merely mentioning of a wrong provision or a Section of the Act at the time of exercising power, which could have been validly exercised otherwise by an officer, does not invalid or vitiate such an order. If the power exists under the Act and the Rules for an officer to act in a particular manner, mere wrong mention of a provision of the Act/Section under which such power is exercised would not invalidate such an order.”

68. Section 26-A of the U. P. Urban Planning and Development Act, 1973 contains provision regarding encroachment or obstruction on public land. Sub-section (4) of Section 26-A of the Act of 1973 provides that: -

“26-A. Encroachment or obstruction on public land.—

* * *

(4) If there are grounds to believe that a person has made any encroachment or obstruction on a land in a development area which is not a private property, the Authority or an officer authorised by it in this behalf may serve upon the person making encroachment or obstruction, a notice requiring him to show cause why he shall not be required remove the encroachment or obstruction within such period not being less than fifteen days as may be specified in the

notice, and after considering the cause, if any, shown by such person, may order removal of such encroachment or obstruction for reason to be 'recorded in writing

Provided that ...”

69. The mere fact that in place of Section 26-A(4), the notice issued by L.D.A. wrongly made a mention of Section 26(4) of the Act, which is in fact a non-existent provision, will not affect the legality of the proceedings initiated by the notice, more particularly when the petitioner has given a reply to the notice and the explanation given by her has been taken into consideration by the authority.
70. The learned counsel for the petitioner has next relied upon a decision of this Court in **Dr. Virendra Kumar Dixit versus State of U.P.**, 2014 SCC OnLine All 16476, wherein it was held that even if the petitioners had encroached upon the acquired land and had constructed boundary wall, then too the L.D.A. had no right to demolish the boundary wall without adopting due procedure of law.
71. In the present case, the L.D.A. has taken recourse to the due process of law provided in Section 26-A(4) of the Act of 1973 and has passed the impugned order after giving opportunity of hearing to the petitioner and after taking into consideration her explanation. Therefore, it cannot be said that the L.D.A. has proceeded to take back possession of the land from the petitioner without adopting due process of law.
72. This Court is not inclined to accept the submission of the petitioner that the reason for cancellation of the lease was that L.D.A. wanted to transfer the land in favour of a Cabinet Minister of the State Government and that the Cabinet Minister has owns plots of L.D.A. and he is not entitled to get the land in question. Firstly, neither the land has been allotted to any person, nor the validity of the subsequently allotment is being adjudicated in this Writ Petition. The

petitioner has assailed the legality of the impugned order directing her to vacate the land that was given on garden lease for a period of 10 years from 02.09.1989. The subsequent lease deed dated 05.12.2000 executed in favour of the petitioner was not registered and it confers no right upon her. If the petitioner has no right to continue in possession of the land, the order passed after giving her an opportunity to show cause and after taking into consideration the explanation offered by the petitioner, directing her to vacate the land, cannot be said to be bad in law even if it had been passed with some ulterior motive.

73. **In Corpn. of the City of Bangalore versus Kesoram Industries and Cotton Mills Ltd.**, 1989 Supp (2) SCC 753, it was held that “*The court has no jurisdiction to examine the validity of the reasons that goes into the decision or the motive that induced the delegated authority to exercise its powers.*”
74. Secondly, the allegation that the person whom the L.D.A. wanted to allot the land, was not eligible to get the land as he already has 4-5 plots of L.D.A., is as vague as it can be, as the Writ Petition does not contain any particulars of any other Plot / House owned by that person in any colony developed by L.D.A. or Housing Board etc. That person has not been arrayed as a party to the Writ Petition. No plea founded on such vague allegations can be adjudicated by this Court.
75. The petitioner now wants to get the land of garden lease allotted for residential purpose in terms of Government Order dated 05.03.1996, which provides in unequivocal terms that as far as possible, in case the additional land can be used as a new plot, it will be used in that manner only. The petitioner's Plot No. 3/84 measures 300 Square meters and the Plot No. 3/85, regarding which garden lease had been granted to the petitioner, measures 352 Square meters, as is apparent

from the allotment letter dated 16.10.1986. Therefore, as per the Government Order dated 05.03.1996, the land bearing No. 3/85, which measures more than the Plot No. 3/84 allotted to the petitioner, cannot be treated merely as an additional land, and it is a separate residential plot, larger than the plot allotted to the petitioner. In case L.D.A wants to transfer it as a residential plot, the petitioner has no right to claim its allotment as additional land. The land is a residential land and the mere existence of two graves on the land of L.D.A. does not create any legal bar against the land being sold by the L.D.A. as a residential land and it does not give rise to any right in favour of the petitioner for getting the land allotted to her as additional land appurtenant to her plot no. 3/85.

76. In view of the aforesaid discussion, I am of the considered view that the impugned order dated 13.04.2010 passed by the Prescribed Authority/Joint Secretary, L.D.A., whereby the petitioner has been directed to remove her possession over plot number 3/85, Vishwas Khand, Gomti Nagar, Lucknow, failing which the L.D.A will remove the encroachment made by the petitioner on the aforesaid plot, does not suffer from any illegality.
77. The petitioner does not have any legal right to retain possession of Plot No. 3/85, Vishwas Khand, Gomti Nagar, Lucknow. As none of the legally enforceable rights of the petitioner has been violated by the respondents, the petitioner is not entitled to get any relief in this Writ Petition. Accordingly, the Writ Petition is **dismissed**.
78. Before parting with the case, it is observed that L.D.A. is free to transfer Plot no. 3/85, Vishwas Khand, Gomti Nagar, Lucknow, to any person, but the Plot has to be transferred in accordance with the relevant laws and the applicable rules. The L.D.A. shall ensure that the public property is transferred in a manner so as to ensure that all

eligible persons get a chance to purchase it and L.D.A. gets the highest possible consideration for the same.

(Subhash Vidyarthi J)

Order Date : 21.05.2024

Preeti.