

Neutral Citation No. - 2025:AHC:79707-DB

Reserved on 03.05.2024

Delivered on 15.05.2025

Court No. - 3

Case :- WRIT - C No. - 34544 of 2023

Petitioner :- Smt. Vinita Bahuguna

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Sr. Advocate, Udayan Nandan

Counsel for Respondent :- A.S.G.I., Sanjay Kumar Om

Connected with

Case :- WRIT - C No. - 10237 of 2024

Petitioner :- Shyam Murari Agarwal

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Abhijeet Singh, Madhur Prasad, Malay Prasad, Saloni Mathur, Tanya Makker

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 12932 of 2024

Petitioner :- Shri Vijay Ram Yadav And 2 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta, Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I., Sanjay Kumar Om

And

Case :- WRIT - C No. - 13060 of 2024

Petitioner :- Shri Pramod Kumar Agrawal And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta, Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I., Sanjay Kumar Om

And

Case :- WRIT - C No. - 2496 of 2024

Petitioner :- Tilak Raj Dhingra And Another

Respondent :- Union Of India Through Secretary Ministry Of Defence And 3 Others

Counsel for Petitioner :- Rahul Agarwal

Counsel for Respondent :- A.S.G.I., Purnendu Kumar Singh

And

Case :- WRIT - C No. - 37624 of 2023

Petitioner :- Justice (Retd.) Sushil Harkauli

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Rahul Agarwal,Sr. Advocate
Counsel for Respondent :- A.S.G.I.,Vivek Kumar Singh

And

Case :- WRIT - C No. - 3801 of 2024

Petitioner :- Rupesh Kakkad And 2 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Naveen Kumar Srivastava,Nikhil Pandey,Sameer Srivastava

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh,Sanjay Kumar Om

And

Case :- WRIT - C No. - 38682 of 2023

Petitioner :- Smt.Anita Mandhyan And 3 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Kiran Kumar Arora,Sanjay Kumar Om

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 38705 of 2023

Petitioner :- Vikram Singh

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Archit Mandhyan

Counsel for Respondent :- A.S.G.I.,Krishna Agarawal

And

Case :- WRIT - C No. - 38706 of 2023

Petitioner :- Usha Jain

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Archit Mandhyan

Counsel for Respondent :- A.S.G.I.,Vivek Kumar Singh

And

Case :- WRIT - C No. - 38721 of 2023

Petitioner :- Sharad Chandra Mishra And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Archit Mandhyan

Counsel for Respondent :- A.S.G.I.,Vivek Kumar Singh

And

Case :- WRIT - C No. - 38886 of 2023

Petitioner :- Kamal Sharma And 4 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Prabhakar Dwivedi
Counsel for Respondent :- A.S.G.I., Vivek Kumar Singh

And

Case :- WRIT - C No. - 40250 of 2023
Petitioner :- Smt Maya Ghoshal
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Pawan Kumar Rao, Rehana Khan
Counsel for Respondent :- A.S.G.I., Purnendu Kumar Singh

And

Case :- WRIT - C No. - 40254 of 2023
Petitioner :- Mrs. Estelle De Souza
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Pawan Kumar Rao, Rehana Khan
Counsel for Respondent :- A.S.G.I., Purnendu Kumar Singh

And

Case :- WRIT - C No. - 40338 of 2023
Petitioner :- Nirmal Singh And Another
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Chandra Bhan Gupta
Counsel for Respondent :- A.S.G.I., Anurag Sharma

And

Case :- WRIT - C No. - 40355 of 2023
Petitioner :- Manohar Singh Majithia
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Chandra Bhan Gupta
Counsel for Respondent :- A.S.G.I., Anurag Sharma

And

Case :- WRIT - C No. - 40635 of 2023
Petitioner :- Smt. Neelam Manuja
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Kanchan Pandey, Prabhakar Dwivedi
Counsel for Respondent :- A.S.G.I., Purnendu Kumar Singh

And

Case :- WRIT - C No. - 40657 of 2023
Petitioner :- Smt. Tirpat Kaur
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Pawan Kumar Rao, Rehana Khan
Counsel for Respondent :- A.S.G.I., Purnendu Kumar Singh

And

Case :- WRIT - C No. - 40743 of 2023

Petitioner :- Brij Mohini Tandon

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao,Rehana Khan

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 41035 of 2023

Petitioner :- Syed Salim Akbar And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao,Rehana Khan

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 41471 of 2023

Petitioner :- Dr. Kameshwar Prasad Srivastava And 5 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Avnish Kumar Srivastava

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 41514 of 2023

Petitioner :- Naresh Karnani And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao,Rehana Khan

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 41533 of 2023

Petitioner :- Sanjay Kumar Srivastava And 6 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 41593 of 2023

Petitioner :- Dr. Rituraj Srivastava

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Avnish Kumar Srivastava

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 41656 of 2023

Petitioner :- Mrs. Kalpana Dwivedi And Another

Respondent :- Union Of India And 3 Others

Counsel for Petitioner :- Aditya Singh Parihar

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 41723 of 2023

Petitioner :- Smt Raj Rani Manuja And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 41726 of 2023

Petitioner :- Pawan Kumar Gupta And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Dhiraj Srivastava

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 41863 of 2023

Petitioner :- Brajesh Kumar Pathak

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 41973 of 2023

Petitioner :- Chandra Bhan Gupta And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 42188 of 2023

Petitioner :- Smt. Sunita Singh And 2 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Kanchan Pandey,Prabhakar Dwivedi

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 42327 of 2023

Petitioner :- K.S. Sachdeva And 2 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 42344 of 2023

Petitioner :- Chameli Devi And 12 Others

Respondent :- Union Of India And 4 Others

Counsel for Petitioner :- Mohit Kumar

Counsel for Respondent :- A.S.G.I.,Manu Vardhana

And

Case :- WRIT - C No. - 42493 of 2023

Petitioner :- Rakesh Singh

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Dinesh Shankar Shukla,Prabhakar Dwivedi

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 43569 of 2023

Petitioner :- Ram Chandra Yadav

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 43729 of 2023

Petitioner :- Smt.Usha Rani And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 43939 of 2023

Petitioner :- Neena Jain

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Archit Mandhyan

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 43951 of 2023

Petitioner :- Brijendra Pratap Shahi

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Archit Mandhyan
Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 44262 of 2023
Petitioner :- Ashish Kumar Bhattacharyya
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Rakesh Bahadur
Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 44409 of 2023
Petitioner :- Amardeep Jaiswal And 3 Others
Respondent :- Union Of India And 3 Others
Counsel for Petitioner :- Rahul Agarwal
Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 44444 of 2023
Petitioner :- Smt. Sudha Bahuguna And 3 Others
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Raghav Dwivedi
Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 44464 of 2023
Petitioner :- Smt. Pramita Shrivastava And 8 Others
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Anurag Sharma,Archit Mandhyan
Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 45085 of 2023
Petitioner :- Sapna Suri And 2 Others
Respondent :- Union Of India And 3 Others
Counsel for Petitioner :- Shadab Husain,Suhail Ahmad Ansari
Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 45203 of 2023
Petitioner :- Ram Ashray Lal Yadav
Respondent :- Union Of India And 2 Others
Counsel for Petitioner :- Pawan Kumar Rao
Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 5572 of 2024

Petitioner :- Rohit Kalra And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 5844 of 2024

Petitioner :- Mool Motihar And Another

Respondent :- Union Of India Through Secretary Ministry And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 5882 of 2024

Petitioner :- Smtsushma Saigal And Another

Respondent :- Union Of India Through Secretary Ministry And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 6557 of 2024

Petitioner :- Gaurav Agarwal

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 71 of 2024

Petitioner :- Zaibun Nisa

Respondent :- Union of India

Counsel for Petitioner :- Aditya Bhushan Singhal,Shadab Husain

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 7368 of 2024

Petitioner :- Sajiwan Lal

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Prabhakar Dwivedi

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 8185 of 2024

Petitioner :- Shyam Ji Bhargava

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Saurabh Srivastava,Shesh Kumar Srivastava

Counsel for Respondent :- A.S.G.I.,Neeraj Dube,Sanjay Kumar Om

And

Case :- WRIT - C No. - 9357 of 2024

Petitioner :- Ashok Kumar Bajpai And 3 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Sanjay Srivastava

Counsel for Respondent :- A.S.G.I.,Neeraj Dube,Sanjay Kumar Om

And

Case :- WRIT - C No. - 10391 of 2024

Petitioner :- Brig Brijendra Pal Singh Retd And 2 Others

Respondent :- Union Of India And 4 Others

Counsel for Petitioner :- Utpal Chatterji

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 11289 of 2024

Petitioner :- Shyam Murari Agarwal And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Arvind Srivastava,Fakhruzzaman

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 11305 of 2024

Petitioner :- Mahendra Sahu

Respondent :- Union Of India Through Secretary Ministry Of Defence New Delhi And Another

Counsel for Petitioner :- Ashutosh Kumar,Devendra Kumar

Counsel for Respondent :- A.S.G.I.,Anurag Sharma,C.S.C.

And

Case :- WRIT - C No. - 11794 of 2024

Petitioner :- Javed Akhtar Qureshi And 3 Others

Respondent :- Union Of India 2 Others

Counsel for Petitioner :- Syed Mohammad Abbas Abdy

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 11803 of 2024

Petitioner :- Smt Kiran Srivastava

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Avnish Kumar Srivastava

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 11849 of 2024

Petitioner :- Anita Murlidhar And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 12507 of 2024

Petitioner :- Shri Krishna Mohan Agarwal And Another

Respondent :- Union Of India Through Ministry Of Defense And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 12527 of 2024

Petitioner :- Smt Sushma Saigal And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh

And

Case :- WRIT - C No. - 12552 of 2024

Petitioner :- Rajeev Sabharwal And Another

Respondent :- Union Of India Through Secretary Ministry And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 12676 of 2024

Petitioner :- Shri Kailash Yadav @ Kailash

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Purnendu Kumar Singh,Vivek Kumar Singh

And

Case :- WRIT - C No. - 12702 of 2024

Petitioner :- Shri Lakhan Singh

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 12723 of 2024

Petitioner :- Shri Satish Chandra Agarwal And 2 Others

Respondent :- Union Of India Through Ministry Of Defense And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 12762 of 2024

Petitioner :- Shri Abhishek Sahu @ Abhishek Kumar Sahu

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Vivek Kumar Singh

And

Case :- WRIT - C No. - 14345 of 2024

Petitioner :- Abhinandan Jain And 4 Others

Respondent :- Union Of India Through Secretary Ministry Of Defence New Delhi And 2 Others

Counsel for Petitioner :- Sudhir Kumar Agarwal

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 14549 of 2024

Petitioner :- Shri Bharat Kumar Jain

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 14555 of 2024

Petitioner :- Shri Govind Agarwal And 3 Others

Respondent :- Union Of India Through Ministry Of Defense New Delhi And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 14556 of 2024

Petitioner :- Shri Mahesh Yadav

Respondent :- Union Of India Through Ministry Of Defense New Delhi And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Arvind Kumar Goswami

And

Case :- WRIT - C No. - 14559 of 2024

Petitioner :- Shri Heeralal @ Hira Lal Yadav And Another

Respondent :- Union Of India Through Ministry Of Defense New Delhi And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 14560 of 2024

Petitioner :- Shri Neeraj Raj Kakkar

Respondent :- Union Of India Through Ministry Of Defense New Delhi And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- C.S.C.

And

Case :- WRIT - C No. - 14561 of 2024

Petitioner :- Shri Rajesh Kumar Agarwal

Respondent :- Union Of India Through Ministry Of Defense New Delhi And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Arvind Kumar Goswami

And

Case :- WRIT - C No. - 14565 of 2024

Petitioner :- Shri Banwari Lal @ Shri Banwari Lal Verma

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 14568 of 2024

Petitioner :- Shri Umesh Chand @ Umesh Chand Goswami

Respondent :- Union Of India Through Ministry Of Defense New Delhi And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Arvind Kumar Goswami

And

Case :- WRIT - C No. - 14569 of 2024

Petitioner :- Shri Mahesh Kumar Kushwaha

Respondent :- Union Of India Through Ministry Of Defense New Delhi And
2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 14579 of 2024

Petitioner :- Smt Usha Sahu

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

And

Case :- WRIT - C No. - 2643 of 2024

Petitioner :- Narsingh Yadav And 5 Others

Respondent :- Union Of India And 3 Others

Counsel for Petitioner :- Rahul Agarwal

Counsel for Respondent :- A.S.G.I.,Anurag Sharma

And

Case :- WRIT - C No. - 40706 of 2024

Petitioner :- John Symon James And 6 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Abhijeet Mishra,Nipun Singh

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 40870 of 2024

Petitioner :- Vishal Kumar Gupta And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Arvind Srivastava

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 616 of 2025

Petitioner :- Shri Napendra Kumar Goyal And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Ravi Anand Agarwal,Shreya Gupta

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 43697 of 2024

Petitioner :- Pankaj Agarwal And 4 Others

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Abhijeet Mishra,Nipun Singh

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 37345 of 2024

Petitioner :- Arun Kumar Gupta

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Saurabh Srivastava

Counsel for Respondent :- A.S.G.I.,Neeraj Dube,Sanjay Kumar Om

And

Case :- WRIT - C No. - 23997 of 2024

Petitioner :- Shri Mahendra Pratap Singh

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Utkarsh Khanna

Counsel for Respondent :- A.S.G.I.,Neeraj Dube

And

Case :- WRIT - C No. - 23971 of 2024

Petitioner :- Virendra Kumar Jain

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Udayan Nandan

Counsel for Respondent :- A.S.G.I.,Krishna Agarawal,Raj Kumar Tiwari

And

Case :- WRIT - C No. - 14903 of 2024

Petitioner :- Smt. Saroj Devi Jain And Another

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 14934 of 2024

Petitioner :- Shri Dinesh Kumar Ahirwar

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.,Sanjay Kumar Om

And

Case :- WRIT - C No. - 14935 of 2024

Petitioner :- Shashi Bala Gupta

Respondent :- Union Of India And 2 Others

Counsel for Petitioner :- Chandra Bhan Gupta,Pawan Kumar Rao

Counsel for Respondent :- A.S.G.I.

Hon'ble Anjani Kumar Mishra,J.

Hon'ble Jayant Banerji,J.

(Per Hon'ble Anjani Kumar Mishra,J.)

1. Heard Shri Shashi Nandan, learned Senior Advocate assisted by Shri Udayan Nandan for the petitioner in Writ Petition No.34544 of 2023, Shri Shesh Kumar, Shri C.B. Gupta, Shri Dinesh Dwivedi, Shri Rahul Agrawal and Shri Sudeep Harkauli for other petitioners in this Bunch and the Additional Solicitor General of India and Shri Sanjay Kumar Om for the respondents.
2. In this bunch of writ petitions, under challenge are the demand notices issued by the Defence Estate Officers of various circles namely Allahabad, Bareilly, Kanpur, Agra, Meerut, Varanasi and Jhansi regarding the properties in the occupation of petitioners, which properties are situated within the various cantonment areas.
3. Also under challenge are the minutes whereby the Standard Table of Rent (STR) has been revised, upwards.
4. Prayers have also been made for declaring Clause B (a) (iii) of the communication dated 10.03.2017, extended till 31.12.2023, as ultra vires Rule 16 read with Rule 9 and Schedule VIII of the Cantonment Land Administration Rules, 1937 and Article 14 of the Constitution of India.
5. The impugned clause, in the letter dated 10.03.2017, provides for recovery of lease rent on the basis of the Standard Table of Rent (STR) rates prevailing on the date of expiry of the leases in favour of the petitioners' or their predecessor's-in-interest.

6. In these petitions leases had been granted to the petitioners or their predecessors-in-interest, under the Cantonment Codes of 1899 or 1912 or under the Cantonment Land Administration Rules (CLA) Rules, 1925 and 1937 and the term in Writ C No. 12723 of 2024 lease executed on 19.09.1942 renewable up to 90 years so the word “most” may be used. Such leases have since, expired.

7. It is submitted that on 10.03.2017, a letter was issued by the Government of India, Ministry of Defence providing instructions for extension of expired/expiring cantonment Code leases

8. Clause B(a) of this document provides that all leases given under the Cantonment Code, 1899 and 1912 and CLA Rules, 1925 and 1937, whose terms have either expired or are expiring before 31.12.2018, shall stand extended till 31.12.2018, subject to certain conditions enumerated in the latter part of that communication.

9. Shri Shashi Nandan has placed before the Court, Clause B(a)(iii) which reads as follows:

“(iii) Lease rent shall be received based on STR rates prevailing on the date of expiry of leases. The lease rent will be revised by 100% after expiry of every 10 years period on compounding basis. Rent will be fixed on the basis of use of site which is classified as residential, commercial and lucrative. The lease rent for residential sites is equal to normal STR (Standard Table of Rent), rates for commercial sites will be twice the STR rate and for lucrative sites four times the STR rates as per extant instructions.”

10. The next clause provides that despite compliance of conditions mentioned in clause B, the same will not regularize any breach of the lease conditions and that any payment of lease rent and / or arrears, due from the date of expiry of lease, will only regularize occupation.

11. The CEO/DEO are required to assess the arrears and lease rent payable and to issue demand notices on its basis to the lessees/unauthorized occupants.

12. Clause B (ii) is also important and reads as follows:

“(ii) Those lessees/unauthorized occupants who fail to deposit due arrears or rent within three months of issuance of demand notice shall be deemed as unauthorized occupants

and action be initiated by CEO DEO under the PPE Act 1971 for their eviction and recovery of lease rent as damages.”

13. The letter also provides that extension of lease will be done as per Schedule IV suitably modified by the DGDE after incorporating conditions as stipulated in the earlier paragraphs.

14. The first contention of Shri Shashi Nandan is that the document dated 10.03.2017 provides forum is a mere interim arrangement. It only provides for occupation charges, the manner of its determination and the consequence of non compliance, thereof. Referring to the Cantonment Land Administration Rules, 1925 and 1937, he has submitted that the leases in question are all with regard to Class B land.

15. He has also submitted that in the expired lease deeds, there is no provision for their extension beyond the maximum period of 90 / 99 years as the case may be. The document dated 10.03.2017 uses the word “extension of expired/expiring Government Cantonment Leases” and “renewal of leases whose full term has not expired.” He has contended that any extension of a lease, which has expired or is expiring, will not entail any modification of the conditions in the original lease and that too by way of an interim arrangement as is sought to be resorted to, by the respondents.

16. It is next contended that the letter dated 10.03.2017 provides that it is an interim arrangement put in place for a period of two years or till formulation and finalization of a policy as regards the extension and renewal of the leases.

17. In Writ Petition No.37544 of 2023, petitioners’ lease expired on 24.07.2023. The impugned demand has been raised on 28.08.2023 on the basis of the procedure provided in the communication dated 10.03.2017. The demand is on the basis of the STR rates determined in a meeting held on 15.12.2022 in the office of the Cantonment Board. The minutes of this meeting state that the rates are in respect of land in New Cantonment, Old Cantonment and Fort Cantonment, Allahabad for the period 02.12.2022 to 01.03.2023. This Committee comprised of representatives of the Defence Estate Officer, Allahabad Circle New Cantt. Allahabad, a representative of

the Station Cell, HQ Purva UP & MP Sub Area, Allahabad, a representative of the Cantonment Board, Allahabad and a representative of the Collector, Allahabad as also a representative of the Nagar Nigam, Allahabad.

18. It is submitted that the STR has to be finalized as provided in a letter of the Government of India dated 25.06.1982, relevant provision wherein is quoted below:-

“7. Preparation of STR-Metric units :

It has been decided that for all building sites the STRs shall provide for rates of rent on the basis of 10 Sq. Metres for the entire area even if such area is in excess of 1/4th acre. The STR for residential purposes will be 2½% of the market value.”

19. The Standard Table of Rent has been prepared only on the basis of the rates mentioned in the Mulya Nirdharan Suchi of 2022-23 prepared by the Collector and nothing apart from the same has been considered in the meeting dated 15.12.2022. It is contended that reliance upon this list prepared by the Collector is misplaced. Valuation of property situated in Cantonment areas cannot be equated with civilian areas because the lease hold rights granted by Cantonment Leases are highly stringent, as compared to leases of property in civilian areas and no sale deed can be validly executed regarding properties in Cantonment area. Besides, the Mulya Nirdharan Suchi, which has been relied upon for determining the STR is prepared only for the purposes of determining stamp duty payable on a registered sale deed etc. The submission is that exorbitant amounts are being sought to be extracted on the basis of the Mulya Nirdharan Suchi in the guise of an interim measure or arrangement.

20. It is lastly submitted that the respondents have no intention of renewing the leases on the same terms and conditions as is clear from the document dated 10.03.2017. In any case, the leases have already expired and, therefore, a fresh lease will have to be necessarily, executed.

21. In support of his contentions, reliance has been placed upon judgment reported in 1981 (1) SCC 487 and 2004 (1) SCC page 1, **State of U.P. Vs. Lal Ji Tandon**, especially paragraph 13, thereof.

22. Shri Dinesh Dwivedi appearing in Writ Petition No.37544 of 2023 has submitted that Rule 17 of the rule of CLA Rules, 2021, which is a statutory provision, provides that leases subsisting would continue to operate on old terms which cannot be altered.

23. He has next contended that the communication dated 10.03.2017 had limited operation. It pertained only to leases which have either expired on or were expiring by 31.12.2016. These leases alone are covered by this letter. Such leases were to be deemed to stand extended till 31.12.2018 i.e. for a period of two years or till such time a policy was actually framed by the Ministry of Defence. His case is not covered as the lease in his petition expired after the cut of date, namely on 31.12.2018. In any view of the matter, the case of the petitioner is covered by Section 17 of the CLA Rules, 2021.

24. It is next contended that the communication dated 10.03.2017 is a clever device to enhance the lease rent/occupation charges on the basis of STR rates, in the garb of extension of leases while their renewal is under consideration. Such consideration has clearly engaged attention of the opposite party since year 2017 and even after a lapse of seven years, no policy has actually been framed. The communication dated 10.03.2017 is therefore colourable exercise of power and is nothing but an attempt to get the erstwhile lease holders to vacate the property in their possession by proposing exorbitant occupation charges, year to year.

25. He has also contended that the communication dated 10.03.2017 is in the teeth of the statutory provision incorporated in Section 116 of the Transfer of Property Act.

26. He has next submitted that in any case, the communication dated 10.03.2017 was an attempt to conform with the law as laid down under Rule 17 of the CLA Rule, 2021. The communication dated 10.03.2017 would operate only with regard to leases which expired on or before 31.03.2018 and not to leases, which expired thereafter. The subsequent extensions granted to this communication letter are only with regard to the period of occupation as the basic cut off date when leases expired which has not been

changed in any of the letters which extend its operation. The extension granted therefore, is only to the conditions therein, and not to its applicability which was only insofar as leases which had expired or were expiring by 31.12.2018. Any case where the lease expired after 31.12.2018 would not fall within the purview of the communication dated 10.03.2017.

27. Referring to page 182 of the paper book, especially clause b(iii) which provides that these rates are for a period of 10 years, his submission is that the respondents have no intention of formulating a final policy for the next ten years at least which again is arbitrary and colourable exercise of power.

28. He has lastly submitted that the communication dated 10.03.2017 is discriminatory in as much as it does not differentiate between occupants who have remained in occupation in accordance with the terms of the lease and those who are in occupation in violation of the terms of the leases. The two are necessarily required to be dealt with separately and cannot be painted with the same brush.

29. Shri Shesh Kumar who appears for the petitioner in Writ Petition No.8185 of 2024 has submitted that his petition pertains to survey plot no.216, which was leased out for a total period of 99 years subject to renewal every 33 years. The lease finally expired on 19.05.2019.

30. He has submitted, referring to Annexure 1 of his writ petition on page 45 of the paper book, that the demand notice impugned has been issued also in the name of persons who are dead. The notice therefore, being against dead persons also, is a nullity. Only the petitioner who is one of the authorized occupants is alive. Earlier in time, there was a sub division of the leased property and that the petitioner got only 1/3rd share, therein.

31. He has next contended that the procedure for fixation of STR as provided under the Rules of 2021 has not been followed and, therefore, such determination is vitiated. The STR rates are not meant for regularizing occupancy.

32. Shri C.B. Gupta, the petitioner in Writ Petition No.41973 of 2023 has submitted that his lease expired finally on 24.07.2022 and the land leased to

him falls under class B. He has also adopted the arguments of Shri Shashi Nandan and Shri Dinesh Dwivedi noted above.

33. Shri Sudeep Harkauli, appearing in Writ Petition No. 37624 of 2023 has additionally submitted that the STR determined by the respondents suffers for a clear error in calculation. It is required to be determined in units of 10 sq mt as provided in GOI, Ministry of Defence letter No.11022/1/72/D (Lands) dated 04.01.1973 which also provides that the STR rates for residential purpose shall be 2½% of the market value. In case only 2½% of the market value was demanded, as is the legal mandate, the same would be reasonable and acceptable to all petitioners in this bunch of writ petitions.

34. In response to this argument, the Court queried Shri Sanjay Om, Advocate appearing for the Union of India, whose only response was that he has no instructions in this regard.

35. Shri Sanjay Kumar Om has however admitted that the demand raised by the various demand notices which are impugned in these writ petitions are primarily occupation charges.

36. He has next submitted that the communication dated 10.03.2017 condition whereof is impugned has a legislative flavour. This order has been issued by the Deputy Director (Lands) and is addressed to the Director General, Defence Estates, New Delhi. In support of this argument, he has placed reliance upon 2002 (2) SCC page 7, State of Punjab vs. Tehal Singh and Others. All the leases in these petitions have been granted in accordance with the Cantonment Code, 1899 and 1912 and the CLA Rules 1925 and 1937.

37. His next submission is that Section 116 of the Transfer of Property Act has no application in the present bunch of writ petitions.

38. Reliance has been placed upon paragraph 28 of the counter affidavit filed by him in Writ Petition No.34544 of 2023, wherein it has been stated that the petitioner is residing in the premises in question only on account of the extension of lease under the welfare policies of Ministry of Defence, Government of India. The petitioner is therefore expected to comply with

the demand notice issued by the respondents failing which she shall be treated as an unauthorized occupant of the aforesaid premises.

39. He states that the STR has been determined by a Committee and is based upon the Mulya Nirdharan Suchi (Circle Rate List), which is issued by the Collector of the District, where the properties are situated, in consultation with the revenue authorities.

40. On a query by the Court, Shri Sanjay Kumar Om, Advocate, has fairly conceded that the Defence Estates Officer participated in the committee meetings, which determined the Standard Table of Rent, only in Bareilly and Jhansi. The Defence Estates Officer was not part of the meeting in so far as Allahabad and Kanpur are concerned. There exists no material on record, as regards the constitution of such Committee insofar as Meerut and Varanasi districts are concerned.

41. Also on behalf of the Government of India, the Additional Solicitor General of India has submitted that it is correct to say that the demand notices which are impugned in these writ petitions are basically occupation charges. The lands in question in these petitions are B-3 land which have been categorized as B-4 lands on the expiry of the leases. The policy contained in the letter dated 10.03.2017 pertains to B-3 land. The demands raised are based on STR rates determined in terms of proviso 2 to Rule 9 of the CLA Rules 2021 or Rule 8 of the CLA Rules, 1937. The policy contained in the letter of 10.03.2017 has been implemented on a pan India basis.

42. He has also submitted that in another Writ Petition No.3400 of 2024, an identical issue came up before the Lucknow Bench which petition has been dismissed by an order dated 16.04.2024. He has placed reliance upon paragraph 19 and 21 of the said decision to submit that the instant petitions are also liable to be dismissed. He has also placed reliance upon the decision of *Krishnan Kakkanth v. Government of Kerala and others, reported in 1997(9) SCC 495* especially paragraph 10, thereof.

43. In rejoinder, learned counsel for the petitioner have reiterated the submissions made by them earlier.

44. Additionally, it has been submitted that the decision of the Lucknow Bench in a similar petition is not conclusive as the same was dismissed in limine. The points and the arguments advanced in this bunch of writ petitions were neither raised nor considered by the Lucknow Bench. It is also submitted that fixation of rent is not an administrative order but constitutes legislative intent as has been held in the judgment in *Union of India & Anr. vs. Cynamide India Ltd. & Anr.*, reported in AIR 1987 SC 1802.

45. We have considered the submissions made by learned counsel for the parties and perused the record as also the judgments cited by them. All the connected writ petitions impugn the same letter dated 10.03.2017 as extended from time to time. It is for the sake of brevity that the facts of only some of the cases have been referred to.

46. Before dealing with the arguments on merits, it is necessary to note that in Writ – C No.3872 of 2023, a substitution application was pending.

47. Since, learned counsel for the respondents have no objection, the substitution application is allowed.

48. Office shall carry out necessary incorporation in the memo of parties.

49. The first question which requires consideration is whether judgment of the Lucknow Bench in Writ C No. 3400 of 2024 will render the instant bunch liable for dismissal.

50. The contention of learned counsel appearing for the petitioners in this bunch of petitions is that Writ Petition No.3400 of 2024 was decided in limine by the Lucknow Bench as no counter affidavit had been filed. Not every point raised and pressed in the writ petition has been duly considered and therefore, no finality can be attached to the order of the Lucknow Bench insofar as the petitioners are concerned.

51. Reference has been made to paras 7 and 8 of the judgment of the Lucknow Bench to submit that several arguments, though noticed, have not been specifically dealt with. The said paragraphs are quoted herein below:

“7. It has been argued that since extension of the lease has been granted under the policy notified on 10.03.2017, it is not a renewal of lease as contemplated under the CLA Rules of 1937 and that as per the provisions of Rule 16 of the CLA Rules of 1937, the annual lease rent fixed under Rule 19 can be revised only at the time of renewal of the lease and not while extending the lease, as the terms of the lease can be modified only on renewal of lease.

8. The learned counsel for the petitioners has submitted that the Standard Table of Rents which has been prepared by the respondent No.3 has been purportedly prepared on the basis of the circle rate fixed by the District Magistrate which was applicable on the date of expiry of the lease. Since the respondents are only extending the terms of the expired lease up to 31.12.2024, there cannot be any change in the terms and conditions of the original lease and that any extension of the lease has to be on the same terms and conditions as the original lease and the lease rent cannot be increased exorbitantly by the respondents at the time of extension of the lease.”

52. Upon careful perusal of the judgment, we feel compelled to agree with the submissions that the afore-noted two arguments raised by the petitioner before the Lucknow Bench have not been specifically dealt with in the judgment dated 16.04.2024.

53. Needless to say, the question as to whether a judgment is binding, is to be determined on the basis of the issues decided therein, and not on the basis of the operative portion of the judgment alone, which view is in consonance with the principles of res judicata enshrined in Section 11 of the C.P.C.

54. Although, it has been argued that the judgment dated 16.04.2024 is also per in curium, inasmuch as, the finding that fixation of rent is an administrative order is contrary to the law laid down in *Cynamide India Ltd.*, (supra) which judgment has not been considered. This argument that the judgment of the Lucknow Bench is per incuriam, in our considered, opinion, is not required to be dealt with by this Court as it is a decision by a coordinate Bench and this Court is not sitting in appeal over the same.

55. However, since several issues raised before the Lucknow Bench have not been specifically dealt with and the very same issues have also been raised before us, this writ petition cannot be dismissed relying solely upon the order dated 16.04.2024 of the Lucknow Bench, passed in Writ Petition No.3400 of 2024.

56. Accordingly, the objection of the respondents that the petition merits dismissal on the basis of the judgment in Writ Petition No.3400 of 2024 is hereby repelled.

57. The next issue for consideration is that although the letter dated 10.03.2017 is purported to be a policy decision, it is contended to be merely a ploy to recover occupational charges from the petitioner. It has been admitted by learned counsel for the respondents that the amounts being sought to be recovered in pursuance of the policy/document dated 10.03.2017 are only occupation charges.

58. In our considered opinion and upon perusal of the document dated 10.03.2017, we find that it extends the already expired leases or the leases which were to expire by 31.12.2018. This document also states that it is an interim measure, being put in place till a final policy regarding renewal of leases is finalized by the Government.

59. Coupled with the above is the material on record, filed in Writ Petition No.34544 of 2023 (Smt. Vinita Bahuguna vs. Union of India and 2 Others) by means of a supplementary affidavit, wherein is annexed an order of the Delhi High Court which records a statement made on behalf of the Union Government that this document (letter dated 10.03.2017) itself, is in the process of being revisited.

60. The document, only expresses an intention to permit occupation of properties by persons whose leases have expired or is going to expire by 31.12.2018, on payment of occupancy charges/rent to be determined as per the procedure prescribed in it, till the time a final policy is framed by the Union Government for extension/renewal of such leases.

61. Under the circumstances, in our considered opinion, the same is not a policy decision but a mere expression of an intention to formulate a policy.

62. We are unable to hold that the document dated 10.03.2017 is a policy decision also because it is a communication made by the Deputy Director (Lands) to the Director General Defence Estate, New Delhi. A policy decision necessarily has to be taken by the highest authority or with the approval of the highest authority. From the document in question, no concurrence of the Ministry of Defence or the Union of India can be discerned.

63. Although in this regard, Sri Sanjay Kumar Om, Advocate has submitted that there are notings on the original file from which it can be discerned that there exists concurrence of the Ministry of Defence and of the highest decision making authorities. However, no such material has been brought on record by the respondents. Therefore, the contention cannot be accepted.

64. In view of the above, this Court is of the opinion that the letter dated 10.03.2017 is at best an administrative direction which cannot be termed a policy decision. It is an interim arrangement put in place till a policy is framed for renewal of expired leases.

65. As regards the submission that the letter dated 10.03.2017 and clause B(a)(iii) is colourable exercise of power, it has been contended that the concept of occupancy charges is alien to the Cantonment Act and the Cantonment Land Administration Rules 1925 or 1937. The CLA Rules do not contemplate extension of a lease beyond its maximum period of 90/99 years as the case, maybe. The lease in question in Writ Petition No.34544 of 2023 has expired after completion of its full term of 90 years. The alleged policy contained in the letter of 10.03.2017 extends the lease on the terms mentioned therein. The amounts being demanded from the petitioners are on the basis of STR Rates. The Standard Table of Rent (STR) is to be prepared in accordance with the Government of India, Ministry of Defence letter No.18/35/STR/L/L&C/54, dated 25.06.1982. The S.T.R. is relevant only at the time of grant of lease. It can also be taken into account at the time of

renewal of a lease, but it cannot be made applicable for extending a lease whose entire term has expired and such application, as has been resorted to by the respondents, is in the teeth of the CLA Rules, 1937 which do not permit extension of a lease beyond its full term of 90/99 years. After such completion, the only power under the CLA Rules is of execution of a fresh lease. In this regard, reliance has been placed upon Rule 16 of the CLA Rules, 1937, which reads as follows:

“16. Building Sites, Leases (Ordinary Terms) – (1) Building sites shall ordinarily be disposed of by lease for a minimum period of thirty years in the first instances renewable at the option of the lessee at equal intervals up to a maximum period of ninety years.

(2) The lease shall be subject to an annual rent which shall be fixed in the manner prescribed in rule 19 and which shall be liable to revision at each renewal of the lease. An initial premium shall be charged on the lease and the lease shall be put up to public auction for sale to the person who agrees to pay the highest amount as premium.

(3) When a lease comes up for renewal at the end of the first or subsequent term of years, an indenture for such renewal shall be executed in the form prescribed in Schedule IV.”

69. Reference in the afore-noted extract is also to Rule 19 which reads as follows:

“19. Procedure on acceptance by the Officer Commanding the Station. Fixing of rent and reserve price of premium—(1) If the Officer Commanding the Station approves of the application the Military Estates Officer shall forward it to the Central Government or to such other authority as the Central Government may appoint in this behalf, and if the Central Government or the appointed authority approves of the application he shall proceed to have the site surveyed and demarcated, if necessary, and shall fix the annual rent to be charged in accordance with the rate prescribed by the Standard Table of Rents prepared under rule and such reserve price for the premium on the lease as may appear to be reasonable.

(2) In no case shall the reserve price so fixed be disclosed to the public or the annual rent be charged at a lower rate than that fixed by the Standard Table of Rents.

(3) If the Central Government or the appointed authority rejects the application, an entry to this effect shall be made on the application form by the Military Estates Officer and the form shall be filed in the manner prescribed by rule 29.”

70. On the strength of the above extracts, it has been submitted that the procedure prescribed under Rule 19 for fixing the annual rent has not been followed, and therefore also the demand made from the petitioners is unsustainable. The STR, on the basis whereof, demand is being raised from the petitioners has been determined without the approval of the Central Government or its appointed authority as provided in sub-rule 1 of Rule 19.

71. It is also the submission of learned counsel for the petitioners that the so-called policy contained in the letter dated 10.03.2017 is contrary to law because there is no provision for extension of lease after completion of its full term of 90/99 years in the CLA Rules while the document dated 10.03.2017 clearly states in its Subject: *“1. Extension of expired/expiring Cantonment Code Leases of 1899 & 1912 and Cantonment Land Administration Rules, 1925 & 1937.”*

72. Clause B(a) of this letter dated 10.03.2017 reads as follows:

“All leases given under the Cantonment Code, 1899 and 1912 and CLAR, 1925 and 1937 whose full terms has either expired or is expiring before 31.12.2018 will be extended till 31.12.2018 subject to the conditions given in the succeeding paras.”

73. Clause B (a) (iii) of this communication dated 10.03.2017, impugned, has already been quoted earlier.

74. From its perusal, it emerges that for B3/B4 class of land, used for residential purposes, demand has been raised for an amount equal to the STR rates. In this connection reference has to be made to the G.O. of 1982 to submit that clause 7 of this G.O. provides that for all building sites, the STRs will be determined on the basis of 10 sq. meters for the entire leased area and that the STR rates for land for residential purposes will be 2 1/2% of the market value. It is therefore held that the demand being raised at 100% of the market value of the leased land, is contrary to the G.O. and therefore without any sanction of law. Hence, unsustainable.

75. As regards the intention of the communication dated 10.03.2017, which talks of extending the leases, the submission made is that a lease cannot be extended by incorporating new terms. An extension necessarily entails continuation of the terms and conditions of the leases themselves.

Therefore, also the demand of exorbitant lease rent/occupation charges is illegal. Reliance has been placed upon **1989 (SUPP) 1 SCC 487, *Provash Chandra Dalui and Another vs. Biswanath Banerjee and Another***, especially paragraph 14 thereof, which is extracted below:

“14. It is pertinent to note that the word used is 'extension' and not renewal'. To extend means to enlarge, expand, lengthen, prolong, to carry out further than its original limit. Extension, according to Black's Law Dictionary, means enlargement of the main body; addition of something smaller than that to which it is attached ; 10 lengthen or prolong. Thus extension ordinarily implies the continued existence of something to be extended. The distinction between 'extension' and 'renewal' is chiefly that in the case of renewal, a new lease is required, while in the case of extension the same lease continues in force during additional period by the performance of the stipulated act. In other words, the word 'extension' when used in its proper and usual sense in connection with a lease means a prolongation of the lease. Construction of this stipulation in the lease in the above manner will also be consistent when the lease is taken as a whole. The purposes of the lease were not expected to last for only 10 years and as Mr A. K. Sen rightly pointed out the schedule specifically mentioned the lease as "for a stipulated period of 20 years". As these words are very clear, there is very little for the court to do about it.”

77. Another argument raised by Sri Shashi Nandan placing reliance upon the decision in ***Rakesh Kumar Sharma and others vs. State of U.P. and Another, 2004(3) AWC 2234***, especially paragraphs 59, 61, 64, 66 and 75, thereof is with regard to the issue as to whether the determination of the STR rates and the demand on its basis is an administrative or legislative activity. It holds that it cannot be held to be legislative unless it considers all factors, including the object of the Act requiring such determination. In case, all factors are not considered, the same is arbitrary exercise of power.

78. Reliance has also been placed upon ***Union of India vs. Cynamide India Ltd., AIR 1985 Delhi 179***, especially paragraphs 7 and 8, which again lays down the parameters for determining whether price fixation, year rent/occupation charges fixation is legislative or administrative and judgment cited provides that for determination of the issue as to whether such price fixation is legislative or administrative, requires consideration on the object of the rule, the right and public obligation arising therefrom, the

intended effect of past present and future funds as also the form and manner of its promulgation.

80. It is also to be considered whether the extension of lease, the entire terms whereof has expired, is permissible under the CLA Rules, 1937. It has been submitted that only part of CLA Rules, 1937 have been complied, which is illegal because the STR and fixation on its basis is to be done, only at the time of execution of the initial leases or at the time of its extension. However, since there can be no extension beyond the maximum period of the lease, the respondents also have no right to determine occupation charges on the basis of the STR.

81. Yet another argument raised in this bunch of petitions is that the procedure prescribed for determination of the STR provides for its determination by a Committee consisting of the Military Estate Officer, a representative of the Station Commander, the Collector and the Adjoining Municipal Corporation/Municipality.

82. It is submitted that this Committee for Allahabad, which determined the STR, the Military Estate Officer did not participate. Only his representative participated in the meeting. The said STR therefore, has not been determined by a Committee competent to do so. Therefore any demand of its basis cannot be held to be legal. The aforesaid Constitution of the Committee is relevant for the cantonment under the Central Command, namely Agra, Allahabad, Bareilly, Jabalpur, Kanpur, Lucknow, Meerut and Varanasi. It has been admitted by Shri Sanjay Kumar Om that the Defence Estate Officer/Military Estate Officer participated in the meetings in Bareilly but only his representative participated in the meeting held for determination the STR for Allahabad and Kanpur districts. Insofar as the Meerut, Jhansi and Varanasi district are concerned, no material in this regard is available on record which would enable this Court to rule one way or the other.

83. The Cantonment Land Administration Rules in short the CLA Rules, 1937 stand superceded by the Rules 2021. However, Rule 17(1) of the new rules provides that subsisting leases given under the Cantonment Codes of 1899/1912 etc., will continue to be governed by the rules whereunder they

were granted namely, the CLA Rules of 1925/1937, besides, also by the conditions mentioned in the leases themselves. Sub-clause (2) of Rule 17 provides that leases mentioned above, i.e. in sub-clause (1) of Rule 17, at the time of their renewal, will be considered in accordance with instructions issued by the Central Government from time to time. This necessarily means that the Government Order of 1982 will still hold the field as it has not been superceded specifically. Neither anything contrary to or at variance to this GO is to be found in the CLA Rules 2021. This GO of 1982 provides for determination of the STR rates in units of 10 Sq. meters for the entire area leased out. The lease rent of land for residential purposes is to be 2.5% of the market value. Contrary to this stipulation, impugned clause B(a)(iii) provides for demand of occupancy charges at the same rate as the STR rate for residential land; twice this rate for commercial sites and four times this rate for lucrative sites.

84. Occupancy charge, namely the amounts being demanded by the respondents from the various petitioners and admitted to be so by the respondents themselves, is nothing but rent. It has not been described as rent merely because the leases in favour of the petitioners have expired.

85. In the said scenario, the demand from the petitioners at 100% of the STR rates is clearly beyond the mandate of the GO of 1982 and therefore, without any legal sanction to support it. Demands raised at such enhanced rates is also hit by the ratio in the case of *Provash Chandra Dalui* (supra) which holds that extension of a lease means elongation/prolongation of the lease. Such extension cannot incorporate new terms and conditions which can only be incorporated at the time of renewal or at the time of execution of a fresh lease.

86. For the forgoing reasons, the clause B(a)(iii) of the letter dated 10.03.2017 and the demands made from the petitioners on its basis, both lack any legal sanction and the demands are being raised at rates hugely higher than those provided of GO 1982. The same must necessarily be held to be arbitrary exercise of power and therefore, liable to be set aside.

87. There is yet another reason for holding the same. It has already been held hereinabove that in view of the Rule 17 of the CLA Rules 2021, the leases in favour of the petitioners in this bunch of petitions would be governed by CLA Rules, 1937.

88. The STR that have been determined in the matter at hand and the amount demanded from the petitioners on its basis do not appear to have been approved by the Central Government after their determination. The argument therefore, that the demand is illegal being contrary to Rule 16(2) and 19 of the CLA Rules, 1937 also has substance. Therefore, also the demands are clearly unsustainable.

89. Another issue which requires consideration is whether the communication dated 10.03.2017 is legislative or administrative in form. The issue assumes significance in view of the submission of the respondents that a policy decision is not justiciable. The judgment relied upon by learned counsel for the petitioner of Cynamide India Ltd., (supra). It may not be necessary to rule on this issue as it stands settled by the judgment in Cynamide India Ltd., (supra). In that judgment, it has been indicated that price fixation is a legislative activity. In paragraph 31 of the judgment, it is observed that “..... *the price fixed by the Government may be questioned on the ground that the considerations stipulated by the order as relevant were not taken into account. It may also be questioned on any ground on which a subordinate legislation may be questioned, such as, being contrary to constitutional or other statutory provisions. It may be questioned on the ground of a denial of the right guaranteed by Article 14, if it is arbitrary, that is, if either the guidelines prescribed for the determination are arbitrary or if, even though the guidelines are not arbitrary, the guidelines are worked in arbitrary fashion.*” Such price fixation by the Government is open to challenge on the ground that it is contrary to the constitutional or other statutory provisions. We have already held, here-in-above that the rent/occupancy charges fixed in terms of Clause B(a)(iii) of the letter dated 10.03.2017 are contrary to the provisions contained in CLA Rules. On the

same reasoning, it has to be held to be arbitrary and therefore, liable to be struck down.

90. We also find force in the submissions made on behalf of petitioners that the concept of occupancy charges is alien to the Cantonment Code and the CLA Rules. Under Rule 39 of the CLA Rules, 1937, at best, a temporary licence can be granted which may extend to one year. Not only does the communication dated 10.03.2017 talk of extension of the lease, the same also does not provide a fixed time frame for formulation of a final policy. In any case, the same has been in operation for more than 07 years already. The occupation of the petitioners beyond the time frame of the lease cannot, under the circumstances, be said to be a deemed licence, either.

91. Additionally, since we have also observed that the STR rates determined at Allahabad and Kanpur were determined by a Committee in which the Defence Estates Officer did not participate but only a representative had participated, and, the Defence Estates Officer, being a necessary member of such Committee, the determination of STR rates for Allahabad and Kanpur cantonments have been done by an incompetent Committee and therefore, are set aside. Once the determination of STR rates for Allahabad and Kanpur have been set aside, the demand raised on their basis are also unsustainable.

92. In view of the forgoing discussion, we allow this bunch of writ petitions and quash the various demand notices, which are impugned therein. Clause B(a)(iii) of the letter dated 10.03.2017, is also struck down as being arbitrary.

Order Date :- 15.05.2025

Mayank/Aditya