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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 3228/2019

BALKISHAN TANWAR & ORS.

..... Petitioners

Through: Mr. Gaurav Tanwar, Ms. Shreya Jain
and Ms. Rita Kumar, Advs.

versus

DELHI CONTONMENT BOARD

..... Respondent

Through: Mr. Ankur Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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16.07.2019

CM No. 27184/2019

This application has been filed by the petitioners with the following prayers:

“Under the facts and circumstances hereinabove stated, it is most respectfully prayed that this Hon’ble Court may graciously be pleased to:

- I. Allow the present Application and direct the Respondent to de-seal the entire property bearing no. CB-103, Naraina, Delhi Cantt (15 seals) without demanding any additional amount (Rs.1,50,000/-) other than the amount of Rs.10,000/- already deposited by the Petitioner.*
- II. Pass any such further orders that this Hon’ble Court may deem fit and proper in the circumstances of the present case.”*

On May 30, 2019 this court had passed the following order:

“This application has been filed by the applicant / petitioner pursuant to the order passed by this court on April 3, 2019, whereby the court had directed the respondent to de-seal the

property within a week.

It is the submission of the learned counsel for the applicant / petitioner that the premises have multiple floors and multiple entries and at the time of sealing respondent had put fifteen different locks and are now claiming an amount of Rs.1,50,000/- for removal of fifteen seals @ Rs.10,000/- per seal. He also states, even though fifteen seals have been put, respondent should charge only for one seal.

This submission of the learned counsel for the petitioner is opposed by the learned counsel for the respondent on the ground that even though the property is one, multiple activities were being carried out by separate units with different entries and each unit must be construed as an independent entity, hence for opening the seal thereof, separate cost for de-sealing needs to be paid.

In view of the peculiar facts to understand the situation at the site, I deem it appropriate to call upon the counsels for the parties to visit the site and give their report to the court on the next date of hearing.

Accordingly, the counsel shall visit the site on June 10, 2019 and shall bring a composite report of their findings before the Vacation Bench on June 12, 2019.”

Pursuant thereto, a joint inspection has been carried out by the counsels for the parties when the officers of the Cantonment Board were also present. Pursuant thereto a Joint Inspection Report has been filed. Para 3 of the report reads as under:

“As this Hon’ble Court has already passed the order of de-sealing of the aforesaid premises, the whole premises (14 seals) may be de-sealed on payment of a total additional amount of Rs.60,000/- (Rupees Sixty Thousand Only) by the Petitioner to the Respondent as cost for sealing / de-sealing and penalty. A copy of the notes prepared by hand and duly signed by all the parties, at the time of inspection has been annexed herewith as Annexure A-1 along with the present report.”

Learned counsel appearing for the respondent states, officers of the Cantonment Board are agreeable to permit the de-sealing of the property on payment of Rs.60,000/- as the cost of sealing, de-sealing and penalty.

Learned counsel for the petitioners is also agreeable to pay the amount of Rs.60,000/- for taking action.

If that be so, application stands disposed of for taking further action in accordance with the order dated April 3, 2019.

V. KAMESWAR RAO, J

JULY 16, 2019/jg