

\$~45

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

+ **W.P.(C) 5819/2019**

DAMANJIT KAUR

..... Petitioner

Through: Mr Jaspal Singh and Ms Namrah
Nasir, Advocates.

versus

UNION OF INDIA

..... Respondent

Through: Ms Rashmi Bansal, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

%

10.07.2019

1. The petitioner has filed the present petition, *inter alia*, praying as under:-

“Issue a writ of Mandamus and any other appropriate writ directing the Respondent to process the application of the Petitioner in an expeditious manner and issue appropriate directions for execution of a Sub-Lease Deed in favour of the Petitioner for the property bearing No. A-229, Shivalik, Malviya Nagar, New Delhi - 110017;”

2. The petitioner states that she became a member of the Rehabilitation Ministry Employees Co-operative Housing Building Society (hereafter ‘the Society’) in the year 1960. At the material time she was employed with the Government of India, Ministry of Rehabilitation. It is stated that by a letter

dated 22.12.1989, the Society informed the petitioner that she had been allotted the property in question (property bearing No. A-229, Shivalik, Malviya Nagar, New Delhi -110017).

3. Subsequently, on 15.10.1990, the Managing Committee of the Society passed a resolution whereby the allotment of the said property in favour of the petitioner was approved for issuance of a Sub-Lease Deed by the Chief Settlement Commissioner's Office.

4. Thereafter, on 26.12.1990, the Society sent a letter to the petitioner informing her that the Chief Settlement Commissioner had approved the execution of the Sub-Lease Deed in respect of the property allotted to her.

5. On 14.05.1993, the Office of the Registrar of Cooperative Societies (RCS) sent a letter to the Chief Settlement Commissioner, Rehabilitation Division, Ministry of Home Affairs for execution of the Sub-Lease Deed in favour of the petitioner.

6. There is no dispute that subsequently, all necessary documents for execution of the Sub-Lease were also forwarded to the concerned officer. However, the Sub-Lease Deed was not executed because on 27.06.1995, one Mr M.K. Chhabra had sent a letter to the Managing Officer, Ministry of Rehabilitation claiming that the petitioner had sold the property in question to him by way of an Agreement to Sell dated 28.03.1993. He requested that a Sub-Lease Deed not be executed in favour of the petitioner until he is heard.

7. On 10.04.2001, the Registrar Cooperative Societies sent a letter to the

respondent informing the respondent that a complaint had been received from one Sh N.D. Bhatt that the petitioner had sold the said property vide an Agreement to Sell dated 28.03.1993. In view of the above, the Registrar Cooperative Societies requested the respondent not to execute the Sub-Lease Deed in favour of the petitioner unless the inquiry on the complaint made by Sh N.D. Bhatt is concluded.

8. In December, 2001 Sh. M.K. Chhabra filed a Civil Suit seeking specific performance of the agreement to sell dated 28.03.1993.

9. In view of the above, the respondent did not execute the Sub-Lease Deed and the petitioner was also informed that the same could be proceeded with only after the judgment in the Civil Suit instituted by Sh Chhabra.

10. The civil suit instituted by Sh M.K. Chhabra was dismissed by the learned Additional District Judge, Saket Court on 28.07.2018. Sh Chhabra preferred an appeal being RFA No. 2/2019 against the said decision, however, the said appeal was dismissed with costs of ₹2 lakhs by this Court by a judgment dated 07.01.2019.

11. Thereafter, the constituted attorney of the petitioner visited the Office of the Respondent on several occasions to enquire about the status of the petitioner's application for the execution of the Sub-Lease Deed. On 12.04.2019, the Society also sent letter to the respondent requesting the respondent to consider the judgment rendered by the learned ADJ on 28.07.2018 and the judgment of this Court dated 07.01.2019 rejecting Sh M.K. Chhabra's appeal against the said decision.

12. The respondent has not executed the lease deed as yet and, therefore, the petitioner has filed the present petition.

13. This petition was listed on 24.05.2019. Considering that the petitioner was of an advanced age of 85 years, this Court had observed that the present petition was required to be considered expeditiously and had directed the respondent to file the counter affidavit on or before 02.07.2019.

14. The learned counsel appearing for the respondent submits that the Sub-Lease Deed has not been executed in favour of the petitioner as several complaints have been received from one Sh Manmohan Singh Attri. She has also handed over a copy of the letter dated 14.06.2019 sent by Ministry of Law and Justice to the respondent forwarding the complaint received from one Sh Manmohan Singh Attri. A plain reading of the complaint indicates that the said complaint is addressed to the Hon'ble Minister of Law and the complainant has sought cancellation of the allotment made to the petitioner on the ground that the petitioner had entered into an Agreement to Sell dated 28.03.1993 with Sh M.K. Chhabra.

15. At the outset, this Court is unable to appreciate as to why the complaint of Sh Attri which has been made 26 years after the petitioner is alleged to have entered into an Agreement to Sell, ought to be entertained. Clearly, Mr Attri has no interest in the property in question. There is also no explanation as to why such complaint has been made after several years. The issue relating to Agreement to Sell dated 28.03.1993 was agitated by the concerned party, namely, Mr M.K. Chhabra before the Learned ADJ, as well as before this Court, and his claim in this regard has been finally rejected. It

does appear that the complaint filed by Sh Attri is motivated and has been made after Mr Chhabra has failed in his claim regarding the said property.

16. In view of the above, this Court directs the respondent to execute the Sub-Lease Deed in favour of the petitioner without any further delay. However, it is clarified that this will not preclude the respondent from taking any action, if so warranted.

17. The petition is disposed of in the above terms.

JULY 10, 2019

pkv

VIBHU BAKHRU, J