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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**
Decided on 25.04.2023

+ W.P.(C) 13505/2019 & CM APPL. 17625/2021
RENUKA KULKARNI Petitioner
Through: Mr Jayant Bhushan, Senior Advocate
with Ms Sheena Taqui, Advocates.

versus

DELHI DEVELOPMENT AUTHORITY AND ORS

..... Respondents

Through: Ms Manika Tripathy, Standing
Counsel for DDA with Ms Deepti
Sharma, Mr Manish Vashist, Mr
Shubham Hasija, and Mr Varun
Bhatnagar, Advocates.
Mr Ajjay Arorra, Mr Kapil Dutta and
Mr Anuj Bhargava, Advocates for
MCD.

+ W.P.(C) 3699/2021
PURBHANCHAL SOCIAL WELFARE SOCIETY

..... Petitioner

Through: Mr Rajive Bhalla, Senior Advocate
with Mr Jaisurya Jain, Mr Yajur
Bhalla and Mr Shubham Bhalla,
Advocates.

versus

DELHI DEVELOPMENT AUTHORITY & ANR

..... Respondents

Through: Mr Ajjay Arorra, Mr Kapil Dutta and
Mr Anuj Bhargava, Advocates for
MCD.
Ms Prabhsahay Kaur, SC for DDA
with Ms Bhavna Vijay, Advocate.

+ W.P.(C) 3747/2021
PURBHANCHAL SOCIAL WELFARE SOCIETY



..... Petitioner
Through: Mr Rajive Bhalla, Senior Advocate
with Mr Jaisurya Jain, Mr Yajur
Bhalla and Mr Shubham Bhalla,
Advocates.

versus

DELHI DEVELOPMENT AUTHORITY & ORS

..... Respondents
Through: Mr Ajjay Arorra, Mr Kapil Dutta and
Mr Anuj Bhargava, Advocates for
MCD.
Ms Prabhsahay Kaur, SC for DDA
with Ms Bhavna Vijay, Advocate.

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

NAJMI WAZIRI, J. (Oral)

The hearing has been conducted through hybrid mode (physical and virtual hearing).

1. Mr. Jayant Bushan, the learned Senior Advocate for the petitioner in WP(C) No. 13505/2019 submits that the petitioner has a *lis* and claim against the Purbhanchal Social Welfare Society ('Purbhanchal')—petitioner in WP(C) Nos. 3699/2021 & 3747/2021. The DDA had leased to Purbhanchal a prime 2000 sq. mtrs. land adjacent to Apollo Hospital in South East Delhi. The land was to be used for constructing and running a Dharamshala which would for the larger benefit especially to the attendants of patients who may be under treatment at the said hospital. He further submits that the terms of lease have been misused by the Purbhanchal and monies are being generated by running a hotel instead of a Dharamshala. In support of his submissions, he refers to photographs filed by the petitioner of Ameya Suites being run



from the allotted land. He submits that the suites are not even remotely akin to what would be based as a Dharamshala and they are not in terms of the permission granted under the lease. He submits that the Ameya Suites are entirely a luxury hotel as is evident from the hotels website itself. The photographs of the same are reproduced hereunder:





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New Delhi and NCR Hotels Check hotel rates and Book Now! Flash Deals. No Booking Fees. Easy & Fast Booking. No Hidden Fees. English Language Support. Best Price Guarantee. Free Cancellation. Limited Time Offers. 21 Million+ Customers. 100% Real Reviews.

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Ameya Suites, New Delhi - Hotel Reviews, Photos, Rate...

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Ameya Suites

[Website](#)
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4.0 ★★★★★ 897 Google reviews

4-star hotel

[BOOK NOW](#)

Address: Plot No.8, FC-33, Jasola, New Delhi, Delhi 110025

Phone: 011 4545 1234

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[Sun, 16 Dec](#)
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99

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Ameya Suites, New Delhi

About Location Reviews

(●●●●○) Location
 (●●●●○) Cleanliness
 (●●●●○) Service
 (●●●●○) Value

(●) Certificate of Excellence

Free parking
 Bar / lounge
 Airport transportation
 Banquet room
 Free High Speed internet (WiFi)
 Children Activities (Kid / Family Friendly)
 Conference facilities
 Concierge

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Room features

Air conditioning
 Room service
 Minibar

Room types

Non-smoking rooms
 Smoking rooms available
 Suites

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Good to know

HOTEL CLASS ●
 ★★★★★
 HOTEL STYLE
 Family
 Business

AMEYA Suites offers an enduring experience by providing a perfect mix of luxury & comfort topped with friendly & personalized service during your stay. Ameya Suites offers 40 luxurious rooms & suites with warm, vibrant and lively ambience that cater the needs of business and leisure travelers. LOCATION: Being close to business complexes and multinational corporates, the hotel is a landmark in Jasola District of South Delhi. With just a short drive to Mohan Cooperative, Nehru Place & Okhla Industrial Area, you are always close to your

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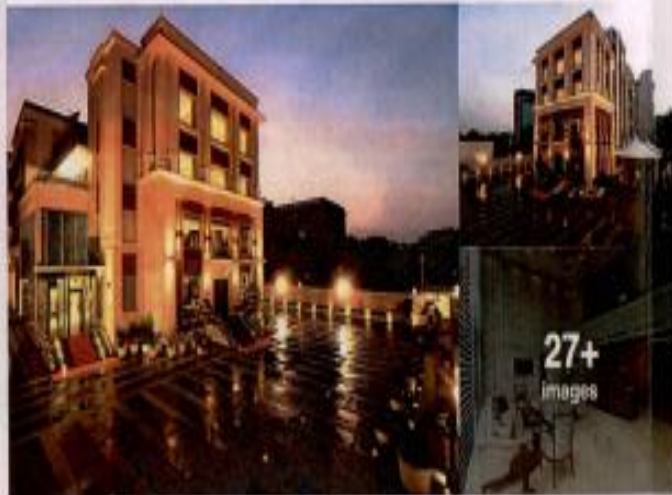





The Best Luxury Hotels near Jasola

This is our list with the best luxury hotels near Jasola, New Delhi. Hope you enjoy it! Here we go:

1 Ameya Suites Jasola



27+ images

Ameya Suites Jasola in New Delhi provides adults-only accommodation with a restaurant, a bar and a garden. Among the facilities at this property are an ATM and a concierge service, along with free WiFi throughout the property. [Show full description](#) ▼

Hotel rating: 7.8 (pleasant) Rooms: 40 Stars: 4 Price: [Set dates](#) to show price

Distance: 343 m from central Jasola

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A list by Sara Lind & Adam Jensen.
Updated November 2019.

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Rating

Cost for two (High to Low)

Cost for two (Low to High)

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Campaigns

Newly Added

ESTABLISHMENT TYPES

Casual Dining

Lounge

CUISINE

North Indian

Biryani

Italian

Continental

Seafood

2 more

COST FOR 2

500-699

1000-1499

Remove

FEATURED IN

Seating Available

Vegetarian Only

Vegetarian Only

Serves Alcohol

Screens Live Matches

Remove

Riviera
Jasola, New Delhi

★ 4.1
31 Visits

COST FOR TWO: ₹1200

TIMING: 7:00 am - 11:30 pm

[Open Now](#)

CUISINE
North Indian, Continental

HIGHLIGHTS:
Breakfast Place, Serves Buffet

MUST HAVES:
Paneer Tikka, Manchow Soup, Honey Chilli Potato

[CALL](#)

CASHBACK
upto 10% off

Capital Curry
Jasola, New Delhi
CASUAL DINING

★ 3.8
85 Visits

COST FOR TWO: ₹1000

TIMING: 12:00 pm - 11:00 pm

[Closed Now](#)

CUISINE
North Indian

HIGHLIGHTS:
Air Conditioned, Non Vegetarian

MUST HAVES:
Chilli Paneer Dry, Dahi Ke Kebab, Fruit Trifle

[CALL](#)

[MENU](#)
10 photos

CASHBACK
upto 10% off

Deli Belly
Jasola, New Delhi
CASUAL DINING

★ 3.5
89 Visits

COST FOR TWO: ₹1000

TIMING: 10:00 am - 11:00 pm

[Open Now](#)

CUISINE
North Indian, European, Biryani

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116

AMEYA ABOUT US ROOMS AMENITIES DINING EVENTS GALLERY CAREERS CONTACT US BOOK NOW

Executive Room

Our Executive Rooms are designed to provide a comfortable atmosphere whilst away from home. Each room is furnished with a writing desk to facilitate the necessary catch-up work for guests travelling on business. The room has a convenient shower and is very popular with our business customers.

Facilities:

- Cable TV
- Audio & Music
- Temperature control
- Free and fast Wi-Fi
- Hairdryer
- 220v mobile charging point on desk side
- Showering facility
- Electronic room key
- In room espresso coffee
- In room ironing board
- In room business dining

Request:

• 220v mobile charging point on desk side

Book Now

AMEYA ABOUT US ROOMS AMENITIES DINING EVENTS GALLERY CAREERS CONTACT US BOOK NOW

Junior Suite Room

A spacious bedroom and a living room with exquisite comfort define our Junior Suite. Furnishing and beds are comfortable and a writing desk which is designed to keep a home working in mind. In addition, the bathroom is designed with a bathtub and jacuzzi. Soak, relax and soak up the beauty of Delhi with our Junior Suite accommodation.

Facilities:

- Cable TV
- Audio & Music
- Temperature control
- Free and fast Wi-Fi
- Hairdryer
- 220v mobile charging point on desk side
- Showering facility
- Electronic room key
- In room espresso coffee
- In room ironing board
- In room business dining

Request:

• 220v mobile charging point on desk side

Book Now

Executive Suite Room

Our Executive Suite were conceived and developed for guests who want to use the bigger living space. These rooms are furnished with a separate lounge area and a writing table for business guests. You can even have your business meetings arranged in the lounge room. Though there is a well furnished facility, a large living can also interpret the Executive Suite with Peace & room.

Facilities:

- Cable TV
- Audio & Music
- Temperature control
- Free and fast Wi-Fi
- Hairdryer
- 220v mobile charging point on desk side
- Showering facility
- Electronic room key
- In room espresso coffee
- In room ironing board
- In room business dining

Request:

• 220v mobile charging point on desk side

Book Now







2. While relying upon the said photographs, having self-evident proof of misuse of the land and breach of the terms of the lease, the petitioner supports the DDA's cancelling/ determination of the lease. He submits that DDA's action is appropriate, legal and just. The petitioner-Renuka Kulkarni further contends that the property has been advertised as "*a place of luxury stay in the heart of Delhi*". The allottee has not been able to bring on record anything to show that a Dharamshala was running from the said premises, which was the sole and primary objective of the land allotted to the said Society.
3. Ms. Prabhsahay Kaur, the learned Standing Counsel for DDA submits that: (i) as a matter of prudence, practice and precedent, DDA always reserves its right to re-enter a property in case of its misuse and (ii) in the present case, not only was the building constructed against the



permissible norms but its use also is in clear contravention of the terms of allotment. She refers to clause (iv) of the letter of allotment which reads as under:

“iv)The allotted land shall be used for the purpose of constn. of Dharamshala and no other purpose whatsoever.”

4. Prior to the cancellation of the lease, DDA had issued three show cause notices to the allottee Society on 04.02.2019, 05.03.2019 and 29.04.2019 (impugned in WP(C) No. 3747/2021), which reads as under:





DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
A-216, Vikas Sadan, INA, New Delhi - 110023

ANNEXURE-P-12

(Colly)

146

No. F.4(3197)/L/DDA/122

Dated: 04/02/2019

SHOW CAUSE NOTICE

WHEREAS a piece of land measuring 2000 Sqm was allotted to Purbanchal Society Welfare Society on 20.07.1998 at FC-33 at Jasola for construction of Dharmshala. The physical possession for the allotted land was handed over to the society on 19.03.1999. The NOC was issued on 04.10.1999. The lease deed has been executed on 03/04.2008.

AND WHEREAS at the request of the society, subletting permission was granted vide letter No. 162 dated 25.01.2016 in favour of M/s Ameya Infrastructure & Hospitality Pvt. Ltd. with the condition that the area of subletting would be 710.34 Sqm of built-up area of the Building (on Ground Floor 114.20 Sqm & 596.14 Sqm at 1st Floor with other terms & condition as laid down in the said letter. Purpose of subletting was to run lodging and boarding facilities, eateries etc. under similar activities and the same was intimated to you vide letter dated 19.07.2016.

AND WHEREAS a complaint from POSECA/ SWBA, 111, 1st floor Hemkunt Chamber 89 Nehru Place, New Delhi-110019 for violation of terms & condition of the land reserved for social cause "Dharmshala". Further, it is also alleged in the complaint that the society is also misused the property and running a hotel. In support of the complaint some documentary evidence has also been enclosed viz. Proof of reservation of room booking, reservation amount, eating charges alongwith a list of menu charge.

AND WHEREAS a joint inspection was conducted on 18.08.2017 by Asstt. Director (S) and Asstt. Vigilance Officer-VI and during the inspection following were observed:-

"A signboard fixed on the main gate of plot which was written a name only Ameya. The building has been constructed upto third floor with basement.

Ground Floor The part of the ground floor has been subletted to M/s Ameya Infrastructure & Hospitality Pvt. Ltd with the permission from DDA. Reception & Office is functioning at the ground floor. A dining hall/catering with adjacent kitchen for the persons come for stay is existing at ground floor. Rest of the ground floor has been lying vacant.

1st Floor The first floor has also been subletted to M/s Ameya Infrastructure & Hospitality Pvt. Ltd. which is manager the rooms sent out to the guests come to stay. There are 12 rooms on the first floor and well conditioned where double beds are also exists. A dining hall/ catering is also exists at first floor for the guests staying at this floor.

Shri T.S. Khurana, Treasurer of Purbanchal Social Welfare Society has given a letter granted permission to sublet.

Second and Third Floor The second and third floor have been managed by M/s Ameya (A unit of Purbanchal society) as per Shri Trilochan Singh Khurana, the authorized representative of the society. The society is managing the 2nd & 3rd floor having 14 rooms each floor and well-conditioned where double bed are also exists. These are used to rent out the guest for lodging and boarding.

Terrace There are two Porta Cabins existing at the terrace used for store and servants.



18 147
Basement- The partly basement is vacant with chairs and tables and partly being used for store.

AND WHEREAS it has been observed that Second Floor, Third Floor of the premises is totally being occupied by the society, therefore it is a clear cut violation of subletting permission dated 25.01.2016 and 19.07.2016.

AND WHEREAS, further vide this office letter of even No. 3950 dated 10.08.2017, the society was asked to furnish certain documents which was required for some enquiry but society has not submitted the required document so far.

AND WHEREAS as per terms and conditions of allotment letter dated 20.07.1998, the society is liable to pay yearly ground rent of the plot @ 2.5% per annum regularly. But it is found that society has not deposited the same regularly which is violation of allotment letter.

NOW THEREFORE, you are directed to explain/ clarify with documentary proof regarding the above mentioned violations/lapses within 15 days. If no response in compliance of Show Cause Notice is received within the stipulated period of 15 days from the issue of this letter strict action in the form of determination of lease deed / cancellation of allotment may be initiated without giving further opportunity in the matter.

Yours faithfully,

S.S. Rawat
(S.S. Rawat)

Assistant Director (IL)

To,

The President,
Purbanchal Social Welfare Society,
Plot No.6, Facility Center-33, Jaspal
New Delhi-110025.

TRUE COPY
[Signature]



**BELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
A-216, Vikas Sadan, INA, New Delhi - 110023**

151

No. F4(3)97/IL/DDA4222-2

Dated: 05/03/2019

2nd SHOW CAUSE NOTICE

WHEREAS a piece of land measuring 2000 Sqm was allotted to Purbanchal Society Welfare Society on 20.07.1998 at FC-33 at Jasola for construction of Dharmshala. The physical possession for the allotted land was handed over to the society on 19.03.1999. The NOC was issued on 04.10.1999. The lease deed has been executed on 01.04.2008.

AND WHEREAS at the request of the society, subletting permission was granted vide letter No. 162 dated 25.01.2016 in favour of M/s Ameya Infrastructure & Hospitality Pvt. Ltd. with the condition that the area of subletting would be 710.34 Sqm of built-up area of the Building (at Ground Floor 114.20 Sqm & 596.14 Sqm at 1st Floor with other terms & condition as laid down in the said letter. Purpose of subletting was to run lodging and boarding facilities, canteen etc. under similar activities and the same was intimated to you vide letter dated 19.07.2016.

AND WHEREAS a complaint from POSECA/ SWBA, 111, 1st floor Hemkunt Chamber 49 Nehru Place, New Delhi-110019 for violation of terms & condition of the land reserved for social cause "Dharmshala". Further, it is also alleged in the complaint that the society is also misused the property and running a hotel. In support of the complaint some documentary evidence has also been enclosed viz. Proof of reservation of room booking, reservation amount, eating charges alongwith a list of menu charge.

AND WHEREAS a joint inspection was conducted on 18.08.2017 by Asstt. Director (S) and Asstt. Vigilance Officer-VI and during the inspection following were observed:-

"A signboard fixed on the main gate of plot which was written a name only Ameya. The building has been constructed upto third floor with basement.

Ground Floor- The part of the ground floor has been subletted to M/s Ameya Infrastructure & Hospitality Pvt. Ltd with the permission from DDA. Reception & Officer is functioning at the ground floor. A dining hall/canteen with adjacent kitchen for the persons come for stay is existing at ground floor. Rest of the ground floor has been lying vacant.

First Floor- The first floor has also been subletted to M/s Ameya Infrastructure & Hospitality Pvt. Ltd. which is manager the rooms rent out to the guests come to stay. There are 12 rooms on the first floor and well conditioned where double beds are also exists. A dining hall/ canteen is also exists at first floor for the guests staying at this floor.

Shri T.S. Khanna, Treasurer of Purbanchal Social Welfare Society has given a letter granted permission to sublet.

Second and Third floor- The second and third floor have been managed by M/s Ameya (A unit of Purbanchal society) as per Shri Trilochan Singh Khanna, the authorized representative of the society. The society is managing the 2nd & 3rd floor having 14 rooms each floor and well-conditioned where double bed are also exists. These are used to rent out the guest for lodging and boarding.

Terrace- There are two Porta Cabins existing at the terrace used for store and servants.

7



Basement- The partly basement is vacant with chairs and tables and partly being used for store".

152

AND WHEREAS it has been observed that Second Floor, Third Floor of the premises is totally being misused by the society, therefore it is a clear cut violation of subletting permission dated 25.01.2016 and 19.07.2016.

AND WHEREAS, further vide this office letter of even No. 3950 dated 10.08.2017, the society was asked to furnish certain documents which was required for some enquiry but society has not submitted the required document so far.

AND WHEREAS as per terms and condition of allotment letter dated 20.07.1998, the society is liable to pay yearly ground rent of the plot @ 2.5% per annum regularly. But it is found that society has not deposited the same regularly which is violation of allotment letter.

AND WHEREAS a Show Cause Notice dt.04.02.2019 was issued upon the society giving 15 days time to file reply/clarification for violation of terms and condition of allotment letter as well as Lease Deed but the society has not given it's clarification/reply so far.

NOW THEREFORE, you are once again directed to explain/ clarify with documentary proof regarding the above mentioned violations/ lapses within 15 days if no response in compliance of Show Cause Notice is received within the stipulated period of 15 days from the issue of this 2nd Show Cause Notice, strict action in the form of determination of lease deed / cancellation of allotment may be initiated without giving further opportunity in the matter.

Yours faithfully,

(S.S. Rawat)

Assistant Director (IL)

To,

The President,
Prabachal Social Welfare Society,
Plot No.6, Facility Center-33, Jangra,
New Delhi-110025.

TAKE COPY
[Signature]



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**DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH**

No. F.4 (1)97/IL/ 1/28

Dated: 29/04/2019

To

The President,
Purbanchal Social Welfare Society,
FC-33, Jasola, Plot No-6
New Delhi-110044

SHOW CAUSE NOTICE

This is in continuation to this office Show Cause Notice dated 05.3.2019.

WHEREAS by virtue of allotment letter dated 20.7.98 Society was allotted a Plot measuring 2000 Sqm. at FC-33, Jasola, New Delhi. Physical possession was handed over on 19.3.99 and lease deed was executed on 03.4.08 for construction of Dharamshala only.

AND WHEREAS from the record, it has been observed that an administrative decision was taken by the Hon'ble LG vide minutes dated 09.12.98 to impose the further conditions with respect to curb the misuse of Dharamshala plots which are as under:-

1. 70% of FAR will be utilized for Hall, Dormitory facility etc. only 30% will be utilized for construction of Double bed/Single bed rooms.
2. Toilet facility will be provided on collective basis i.e. common toilet for Ladies & Gents instead of attached Bathrooms and Toilets as is common in hotels.
3. No eatings facility such as providing lunch and dinner will be allowed.
4. The stay period will be specifically, defined as per the allottee.

AND WHEREAS as per one of the condition of allotment letter dated 20.7.98 that the tariff structure will be decided by the institutions running the Dharamshala subject to approval by the M.D and one of the Delhi Govt. Director on the Board of the Indraprastha Medical Corporation Ltd.

AND WHEREAS it is also observed on perusal of rent agreement/ sub-lease that the registered address of M/s. Ameya Infrastructure and Hospitality Pvt. Ltd. is written as 1st Floor, plot No.6, FC-33, Jasola, New Delhi i.e. is the same address of plot in question which shows that the Society and M/s. Ameya Infrastructure and Hospitality Pvt. Ltd. have direct link with each other and for the commercial utilization of Dharamshala, the same was subletted and further, it is also observed that Fire Safety Certificate issued is in the name of M/s. Ameya Guest House (A unit of Purbanchal Social Welfare Society) and it is not clear from this certificate, what is the relationship of M/s Ameya Guest House in the Purbanchal Social Welfare Society and whether member of M/s. Ameya Guest House and Purbanchal Social Welfare Society are same or different.

AND WHEREAS it is also observed from website that, M/s. Ameya Infrastructure and Hospitality Pvt. Ltd is running the full-fledged Hotel. Whereas, subletting permission was granted for the purpose of running, lodging and boarding facilities, eateries, etc. under similar activities.

Therefore, Society is directed to clarify their stand on the above stated observations within 15 days from the date of issue of this Show Cause Notice. In case, suitable reply is not received within stipulated period, it will be presumed that Society has nothing to say in this regard and action for cancelation of allotment/lease deed will be initiated as per terms & conditions of allotment/Lease deed.

Dy. Director (IL)/DDA



5. She further submits that the allotment of land at FC-33, Jasola, New Delhi (near Apollo Hospital) was on perpetual lease basis vide demand-cum-allotment letter dated 29.07.1998 and it was for the purpose of making available a Dharamshala and the specific consideration that the activities of Purbanchal would be non-profitable and purely for charitable purposes. Purbanchal undertook construction and obtained completion certificate from the MCD on 31.12.2014. On 19.01.2017, it was granted sub-letting permission by DDA in favour of M/s Ameya Infrastructure and Hospitality Pvt. Ltd. ('Ameya Infrastructure') but the running of a hotel was specifically excluded in terms of para 4 sub-para (1) of the application submitted by Purbanchal. It is only in this context that the sub-letting permission was granted for an area admeasuring 710.34 sq. meters (144.20 sq mtrs at ground floor and 596 sq mtrs at first floor). The sub-letting policy of DDA clearly mentions that the premises will not be run as a hotel. Furthermore, a clarification was issued on 19.07.2016 by the Asstt. Director that sub-letting permission was granted only for similar activities. In the present case, the similar activity would mean running a Dharamshala and not a hotel. In any case, the sub-letting was limited only to 710 sq. mtrs. out of a total of 2000 sq. mtrs. A joint inspection was carried out on 18.08.2017 by the Asstt. Director and Asstt. Vigilance Officer of DDA wherein blatant violation of the lease and sub-letting permission and the misuse by Ameya Infrastructure was confirmed.
6. Ms. Kaur further submits that Show Cause Notices, including the above three, were issued to Purbanchal, and after considering their



replies thereto the order of termination of the lease was passed on 15.09.2020. She submits that on 22.09.2020 the DDA Officer visited the site to take peaceful physical possession of the property but Purbanchal refused to co-operate. It continued its unauthorized activities of letting out the premises and continued to accept bookings for the hotel. The same was apparent from visiting the hotel booking website¹. Resultantly, the DDA was constrained to issue notices to the civic authorities for discontinuation of services and withdrawal of NOC regarding the said property.

7. Furthermore, DDA forwarded the case to the Estate Officer on 01.10.2020, with a reminder on 12.01.2021, for initiation of proceedings against Purbanchal under the Public Premises Act for eviction from the property as well as recovery of damages for its illegal and wrongful use. DDA submits that, with the assistance of the police, five gates of the premises were sealed on 12.03.2021 and 13.03.2021 and a letter was issued on 05.04.2021 for ensuring that the property remained sealed and non-functional. DDA sent reminders to the civic authorities for discontinuation of civic services on 07.04.2021. DDA submits that the activity carried on by the Purbanchal and its tenant- Ameya Infrastructure were clearly in breach of the terms of the lease, therefore, the action taken by the DDA was legal.
8. The three Show Cause Notices were replied to by Purbanchal on 20.03.2019, 21.05.2019 and 03.07.2019. They read as under:

¹ www.booking.com



First Reply

“..... 20.03.2019

*The Assistant Director (IL),
DDA, New Delhi*

Sub.: Show Cause Notice No. F.4(3)97/IL/DDA/122 dated 04.02.2019 received on 05.03.2019 and F.4(3)97/IL/DDA/222 dated 05.03.2019 received on 09.03.2019

Dear Sir,

This has reference to above said Show cause Notice dated 05.03.2019 issued by your office. In this regard it is respectfully submitted that all activities in our facilities at Plot No 6, FC-33, Jasola are as per terms and conditions of allotment and there is no misuse of the property as has been alleged by FOSECA/SWBA in their baseless, false and frivolous complaint made to your office.

To begin with, we wish to bring to your attention that the complainants including so called FOSECA/SWBA etc are front and inhouse associations of one Mr Ashish Bhalla who is having some personal disputes with some of our members including Sunil Gandhi. They are fraudsters making false and frivolous complaints with the clear intention to blackmail and do extortion from us. They are working as accomplice of Ashish Bhalla and are sponsored/ financed by him and are making these false complaints in active connivance with the said Mr. Ashish Bhalla and he has cheated general public besides some of our members in some commercial transactions. Our Member has also filed criminal and other complaints against Ashish Bhalla and his other co-conspirators in Delhi EOW, Gurgaon and has also registered an FIR



against him in Noida and Vasant Kunj in regard to his various criminal misappropriations, cheating and frauds.

Further as stated by yourself, Purbanchal had taken subletting permission from DDA in favour of M/s Ameya Infrastructure and hospitality private limited vide your letter dated 25.01.2016 for first floor and part of Ground Floor. It was further clarified by your office vide letter dated 19.07.2016 that permission was "for the purpose of running lodging & boarding facilities, eateries etc. under similar activities". Further, similarly second and third floor are being used by Purbanchal for the purpose of providing temporary accommodation (lodging and boarding facilities) and some part of Ground floor is still lying vacant. In these circumstances, your observation and any allegation that second floor, third floor is being misused by the society and is violation of subletting permission dated 25.01.2016 and 19.07.2016 is totally unfounded, baseless and incorrect.

In this regard, your attention is also invited to Master Plan MPD2021 where Dharamshala has been defined as premise providing temporary accommodation on short term basis on No profit basis (Copy enclosed). We also wish to confirm that we are following the same principle of no profit basis and not for profit organization as applicable to all the societies/trusts in this regard. No part of any receipt or collection is ever distributed to any of the members and is only being utilized for the purpose of objects of the society. Further, in your joint inspection done on 18.08.2017 by assistant director (S) and Vigilance officer-VI, it was clearly found and checked that all activities were being done in accordance with terms and conditions/rules and regulations of DDA and all concerned



authorities. We had also provided documentary evidence during the inspection showing that all collection/receipt for second and third floor were being done by Purbanchal only. This clearly shows that all activities/collections for second and third floor are being done by Purbanchal as per rules and regulation and terms and conditions of allotment.

As regards, reply to your letter dated 10.08.2017, we had duly filed our reply vide our letter 01.10.2017, the copy of which is enclosed herewith. We also wish to bring to your attention that your earlier letter dated 10.08.2017 had also mentioned about the complaint of Mr. Abrar Siddiqui, R/o H Pocket, Sarita Vihar, new Delhi, who is also part of same fraudsters. Mr. Abrar Siddiqui (also acting on behalf of Jan Kalyan Lakshya Foundation) subsequently had apologized, regretted and had withdrawn his complaint vide his letter dated 11.08.2017, copy of which is enclosed herewith.

As regards, any outstanding ground rent payable, you are requested to let us know the amount and we will make the payment in three installments as we will need to organize the money for same.

From the above, we respectfully submit that there is no violation of subletting permission or any other terms or conditions of allotment and we are running all the activities as per rules and regulation and terms and conditions of allotment in legal manner. You are requested to withdraw your show cause notice and oblige.”



Second Reply

“.....21.05.2019

*The Deputy Director (IL)
Delhi Development Authority,
New Delhi.*

***Sub.: Show Cause Notice No. F.4(3)97/IL/428 dated
29.04.2019 in respect of Plot No 6, FC 33, Jasola, New
Delhi-110025***

Dear Sir,

This has reference to your above Show Cause Notice in continuation to your Show Cause Notice dated 05.03.2019, reply to which was duly submitted vide our letter dated 20.03.2019 (Copy enclosed). In this regard we also wish to submit that your Show Cause Notice No. F.4(3)97/IL/428 dated 29.04.2019 was never received by us because the same appears to have been sent by your office to an incomplete address. We had received the copy of this notice during the course of our visit to your office last week. Please note that our address is as under:-

Purlbanchal Social Welfare Society,

Plot: No. 6, FC-33, Jasola,

New Delhi -110025.

Your office has observed that administrative decision was taken by the Hon'ble LG vide minutes dated 09.12.1998 to impose further conditions with respect to curb the misuse of Dharamshala Plot. In this regard it is submitted that we do not have the copy of any such administrative decision of the minutes as referred by you. In any case, without prejudice to above, no such condition can be imposed on



us as the same is neither part of any term and condition as contained in allotment letter which was issued on 20.07.1998 and lease deed which was executed on 03.04.2008. In any case, the building bylaws or master plan have never been changed to incorporate the said alleged administrative decision taken by Hon'ble LG as stated by your office.

You are aware that we were allotted the above said land to establish boarding & lodging facilities for the patients, their relatives, and acquaintances visiting Apollo Hospital and others who cannot afford the high Room Tariff of the said hospital, land for which was allotted to them by DDA/Delhi Govt. These patients and their relatives, besides others, use the facilities at our premises during the period of their treatment and thereafter for recuperation. The people who are using Apollo Hospital are getting best of facilities there at Apollo and also expect and look forward to get most hygienic and clean atmosphere/standards of service. These visitors, generally, come from outside as local patients and their relatives do not require lodging facilities in Delhi. The visitors will not accept unhygienic, unclean condition and circumstance which will result in non-utilization and accommodation and the object sought to be achieved by the institution is bound to fail. The conditions like common toilet facilities for ladies and gents, no catering facility, Dormitory etc for visitors coming to hospital like Apollo, are not practical and shall not be accepted by any prospective users. In any case, they not applicable to us as they are not part of our allotment letter, Lease Deed or Building Byelaws/Master plan.



Your office has further observed that as per allotment letter dated 20.07.1998, the tariff structure will be decided by the institution running the Dharamshala subject to approval by the MD and one of the Delhi Government Director on the board of Indraprastha Medical Corporation Limited. In this regard we wish to submit that the tariff being charged by us for running lodging facilities is duly approved by Apollo Hospital i.e. Indraprastha Medical Corporation limited.

*Your office has further observed that as per Land Agreement/Sub-lease, the registered address of M/s Ameya Infrastructure and Hospitality Pvt. Ltd. is written as First Floor, FC-33, Jasola, New Delhi i.e. the same address of the plot of the society. In this regard it is clarified that the Lease Deed was executed on 21.04.2016 and registered on 26.04.2016. However the possession was handed over on 01.03.2016 which can be seen from clause 2.1 of the lease deed which shows that the same started w.e.f 01.03.2016. Their address earlier than 01.03.2016 was at Sarita Vihar, which is clearly written in the MOU submitted before your office at the time of getting sub-lease permission from Delhi Development Authority vide your letter dated 25.01.2016 lease deed was executed with Ameya Infrastructure and Hospitality Pvt Ltd on 21.04.2016 i.e. after handing over the possession to them, it would be natural for them to give their current address in Sub Lease Deed. We also wish to bring to your kind attention that as per DDA policy, we had duly obtained subletting permission from your office vide letter no. F.4(03)/97/IL/162 dated 25.01.2016 in favour of Ameya Infrastructure and Hospitality Pvt. Ltd for Ground Floor and First Floor **for the purpose of running Boarding & Lodging facility, eateries etc. under similar activities for***



which the whole of the plot building can be used. This has been duly clarified, permitted vide your letter no. F.4(03)/97 /IL/1282 dated 19.07.2016.

As regards Fire Safety Certificate, as mentioned by you, we wish to submit that we had duly obtained certificate from Fire Department on 21.07.2014 (copy enclosed) which had stated that we have followed various norms and standards as required for fire safety and we do not require any NOC/Approval being Dharamshala. However, subsequently the MCD did not accept this certificate and wanted a clear Fire safety certificate meeting the norms of Guest House etc. and also mentioning the name of Ameya. The subsequent certificate was accordingly obtained by the consultant for meeting legal requirement of safety and security of the visitors using the facilities. We wish to clarify that there is no organization or M/s Ameya Guest House and accordingly there is no question of members of Ameya Guest House and Purbanchal Social Welfare Society being same or different.

Your office has further observed that Ameya Infrastructure and Hospitality Pvt. Ltd. Is running the full fledged Hotel whereas subletting permission was granted for the purpose of running Boarding & Lodging, eateries etc. In this regard we wish to submit that we are not aware of any website as is being referred by your office. Furthermore, in any case it is a general practice by the users and the people to call Lodging & Boarding House, guest house, Bed & Breakfast facilities as hotel in laymen language and Purbanchal Social Welfare Society is not responsible for any term use which may be used by outsiders.

We, once again, wish to draw your attention to Master Plan MPD2021 where Dharamshala has been defined as



premise providing temporary accommodation on short term basis on No profit basis (Copy enclosed). Similarly Guest House/ Lodging & Boarding House has been defined therein as premise providing temporary accommodation on short term basis. We also wish to confirm that we are following the same principle of no profit basis and not for profit organization as applicable to all the societies/ trusts in this regard. No part of any receipt or collection is ever distributed to any of the members and is only being utilized for the purpose of objects of the society.

We have given a separate representation dated 22.04.2019 giving details of some complainants/anti-social elements being blackmailers/extortionists and their earlier and recent attempts to blackmail our organization while threatening to get action against us through their high connections in DDA on one pretext or other. We also have clear evidence in this regard.

We, accordingly, respectfully submit that there is no violation of any term and condition by us. The delay in giving the reply is on account of non receipt of letter due to wrong/incomplete address written by you and the copy of the letter was given to us by your office in last week. We are running all the activities as per rules and regulations as per terms and conditions in the legal manner.

You are requested to withdraw your Show Cause Notice as aforesaid and oblige.”



Third Reply

“..... Date: 03.07.2019

*The Dy. Director (IL),
Delhi Development Authority,
New Delhi.*

Sub.: Show Cause Notice No. F.4(3)97/IL/769 dated 26.06.2019.

Dear Sir,

This has reference to the above said Cause Notice No. F.4(3)97 /IL/769 dated 26.06.2019 received by us on 28.06.2019. We also refer to your earlier Show Cause Notice dated 29.04.2019 in continuation to your letter dated 05.03.2019. In this regard we have already submitted our reply vide our letter dated 28.03.2019 as well as 21.05.2019. We also refer to our visits to your office where we have given all the clarifications in addition to our reply given vide letter dated 28.03.2019 and 21.05.2019 and your office was fully satisfied in regard to all the queries. The affidavit dated 03.06.2019 was also given as had been requested/required by the senior officials.

As regard your query in regard to Tariff Structure decided by the institution and its approval by Appollo Hospital, we had clarified in our letter dated 21.05.2019 that the tariff structure is duly approved by Apollo Hospital i.e. Indraprastha Medical Corporation Ltd. In this connection we are enclosing herewith copies of letters clearly showing that the tariff has been approved/ confirmed by them. From the above and our earlier submissions, it is clear that we have complied with all the terms & conditions and there is no violation of any nature. We are running all our activities as per the rules & regulations and the terms & conditions, as applicable.



You are accordingly requested to drop your Show Cause Notice as aforesaid and oblige.”

9. Mr. Rajive Bhalla, the learned Senior Advocate for the Purbanchal submits that the substance of neither of the replies have been considered by the DDA nor was Purbanchal granted any hearing by the DDA before it decided to terminate/determine the lease by the impugned order dated 15.09.2020, therefore, the said order is unfair, arbitrary, non-speaking and in breach of natural justice.
10. DDA's lease termination letter (impugned in WP(C) 3747/2021) reads as under:

“

DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
A-216, 2nd Floor, Vikas Sadan, INA, New Delhi-110023

F .4(3)97/IL/835

Dated:- 15/09/20

ORDER

WHEREAS the Purbanchal Social Welfare Society was allotted land measuring 2000 Sqm at FC-33, Jasola for construction of Dharamshala on perpetuat lease basis. The physical possession for the allotted land was handed over to the society on 19.03.1999. NOC issued on 04.10.99. The lease deed was executed on 03.04.2008.

AND WHEREAS at the request of the society for subletting permission was granted vide letter No.162 dated 25.01.2016 in favour of M/s. Ameya Infrastructure & Hospitality Pvt. Ltd. with the condition that the area of subletting would be 710.34 Sqm of built-up area of the Building (at Ground Floor 114.20 Sqm & 596.14 Sqm at



1st Floor with other terms & conditions as laid down in the said letter. Purpose of subletting was to run lodging and boarding facilities, eateries etc. under similar activities and the same was intimated to you vide letter dated 19.07.2016.

AND WHEREAS a complaint from FOSECO/SWBA, 111, 1st Floor Hemkund Chamber 89 Nehru Place, New Delhi-110019 for violation of terms & conditions of the land reserved for social cause "Dharmshala". Further, it is also alleged in the complaint that the society has also misused the property and running a hotel. In support of the complaint some documentary evidence has also been enclosed viz. Proof of reservation of room booking, reservation amount, eating charges along with a list of menu charge.

AND WHEREAS it has been observed that Second Floor, Third Floor of the premises is totally being misused by the society, therefore, it is a clear cut violation of subletting permission dated 25.01.2016 and 19.07.2016.

AND WHEREAS Show Cause Notice was issued on 04.02.2019, 05.03.2019 and 29.04.2019 to the society for violation of terms and conditions of the allotment, Lease and sub-letting permission.

AND WHEREAS as per terms and condition of allotment letter dated 20.07.1998, the society is liable to pay yearly ground rent of the plot @ 2.5% per annum regularly. But it is found that society has not deposited the same regularly which is violation of allotment letter.

WHEREAS the competent Authority after examining the above facts, has cancelled/determined the allotment and lease deed on account of violation of building bye-laws/terms and conditions of allotment letter, lease deed and subletting permissions.



You are hereby directed to hand over the possession of the land to AE(EZ) DDA on 22.09.2020, positively failing which necessary proceeding will be initiated against you.

*Sd/
(Sada Shiv)
Dy. Director (IL)*

*The President,
Purbanchal Social Welfare Society,
Plot No.6, FC-33, Jasola, New Delhi-110044*

*Copy to-
Executive Engineer, EZ, DDA, Vikas Minar, New Delhi-110002:- With request to direct the concerned Asstt. Engineer to take over the physical possession of land from Purbanchal Social Welfare Society and submit handing over-taking over report.*

*Sd/Dy.
Director (IL)..”*

11. The learned Senior Advocate for Purbanchal further submits that: i) the said termination letter does not specify any valid reason for the termination, ii) it originates from a complaint received by a private party alleging misuse of the property, iii) the property has been constructed in terms of the permission granted by the authorities, iv) the user also is in terms of the permission granted, v) the replies of Purbanchal to the three Show Cause Notices have not been considered by the DDA in the impugned termination, vi) DDA's observation that second and third floor of the premises was being totally misused are extraneous and arbitrary observations, vii) denial of hearing by DDA to Purbhanchal, which has a right to put up its case before the DDA is



in breach of natural justice, therefore, the impugned order should be set aside.

12. A perusal of DDA's impugned letter dated 15.09.2020 shows that it does not deal with the replies/submissions of Purbanchal. In WP(C) 13505/2029- the petitioner/Renuka Kulkarni has averred that a bar is being run at the hotel premises, as is evident from the website, which describes itself as "a place of luxury stay in the heart of Delhi".

Discussion:

13. Nowadays accommodation is booked largely through online booking websites. A glance at the advertisements posted by various online booking websites show that Ameya Suites is marketed as a property amongst "the Best Luxury Hotels near Jasola" (Delhi). *Ex-facie*, it would be difficult to accept that Purbanchal and Ameya were not aware of the manner in which their property was described, advertised and marketed on the internet. Ordinarily, on such websites the property's/hotel's photographs and details of amenities available for guests, would not be possible without the consent and cooperation of the property manager, which in this case is Purbanchal and/or Ameya. Therefore, it would stand to reason as to how Purbanchal and Ameya could plead ignorance of the attractive contents of their facilities posted on websites of agencies, while accepting bookings made through these websites.
14. Also for Purbanchal to say that the rates charged by Ameya were approved by Apollo Hospital, located in the vicinity, is of no consequence because the Dharamshala, which was to be run from the allotted land, had nothing to do with Apollo Hospital. In terms of



MPD-2021, the Dharmashala could be for the benefit of any traveller and would not be limited to patients of any hospital, Nursing Home in and around a particular area of the city. The linkage with Apollo Hospital, which is not a party to these proceedings, is an apparent marketing device employed by Purbanchal/Ameya. Could it be said that the Dharamshala was to be only for patients/their attendants, being treated at Apollo Hospital? Does the latter benefit monetarily from the so called “approved rates”? The impugned order of DDA is silent on these and many a corollary question.

15. The ostensible rationale for allotment of 2000 sq. mtrs. prime plot of land in South East Delhi near a hospital was primarily for the purposes of running a Dharamshala i.e. a space for temporary stay on non-profit basis. Under the Master Plan for Delhi, 2021- Hostel, Guest House Lodging & Boarding House, Dharamshala its equivalent, are defined in Table 4.3 as under²:

Use Premises	Definition	Use/ Use Activities Permitted
Hostel	A premises in which residential accommodation in the form of rooms is provided, usually attached to an institution, with or without dining facility	Hostel, Old Age Home, Watch and Ward residence (20 sqm), Service Shops of barber, Laundry, Soft Drink and Snack Stall (Max 20 sq.m. each)
Guest House Lodging & Boarding House	A premier providing temporary/ accommodation for short durations.	Guest Rooms, Watch and Ward residence (20 sqm), Service Shops of barber, Laundry, Soft Drink and Snack Stall (Max 20 sq.m. each)
Dharamshala its	A premise providing	Dharamshala, Service

² Uses/ Use Activities Permitted in use Premises, Ch4, Pg 14



equivalent	temporary accommodation or for short durations on non-profit basis	Personnel Shops of Barber & Laundry, Soft Drink & Snack Stall (upto 20 sqm each)
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16. So as per the Master Plan, a Dharamshala is supposed to provide temporary accommodation, for short duration of stay, on no-profit basis. In a Dharamshala, limited space is permitted on each floor for service personnel, shops of barber and laundry, soft drink and snack stalls (upto 20 sqm each). Evidently, certain types of activities are not permitted in a Dharamshala. Only soft drinks are permitted and not hard-drinks/alcohol, so a bar cannot be run from a Dharamshala.
17. Running a Dharamshala is a charitable activity. While it may offer modern and comfortable amenities, keeping in mind the improvement in living standards and present day needs of the traveller, the same would not extend to facilities in which a person would luxuriate. A Dharamshala carries with it a concept of charity, simplicity, circumspection and to some extent piety. *Ex-facie*, activities of a Dharamshala cannot be said to extend to the nature of facilities advertised on the booking websites as luxury facilities. Above all, a Dharamshala cannot be associated with running a bar – a *madiralaya* – a *sharabkhana*. Running a bar or serving liquor to guests or persons who may be undergoing treatment at a nearby hospital, is anathema to the very concept of charitable service associated with a Dharamshala. Can it even be conceived, that a Dharamshala would promote or profit from serving liquor at its premises to its in-house guests/visitors? Purbanchal contends that the



premises were being run on a no-profit basis. In essence, taking the submission at face-value, would mean that liquor also was being served on no-profit basis. It is conceivable that the activities of a Dharamshala would include promotion of consumption of liquor. It may well be a matter of some inquiry as to how liquor was being served on a no-profit basis from a place which is described as, “a place of luxury in the heart of Delhi”.

18. The impugned order does not state as to how an Excise License was granted by the Licensing Authority i.e. Delhi Police, for running a bar from a Dharamshala or for “operating a place of public entertainment” known as Ameya.
19. A Status Report dated 20.07.2021 filed by the Delhi Police (Licensing Unit) states that DDA had allotted 2000 sq. mtrs. of land for constructing and running of a Dharmashala. A part of the constructed property i.e. the front portion of the ground floor and first floor were sub-let to Ameya Infrastructure. Under a second lease, Purbanchal sub-let another part of the premises comprising 12 rooms, corridors, bathrooms etc. to Ameya Infrastructure. A Lodging License vide dated 21.10.2016 for 80 beds in 40 rooms, was issued in the name of Trilochan Singh Khurana (authorized representative of the Purbanchal) on the basis of South Delhi Municipal Corporation Health Trade License and Fire Safety Certificate, for him to operate a place of public entertainment known as “AMEYA” situated at Plot No. 6, 1st, 2nd and 3rd Floor, Jasola, New Delhi – 110025. The Status Report further reads as under:



“..... 3. It is humbly submitted that the Answering Respondent issued a Lodging License No. HTL/ADDL.CP/LIC(H)/2016/63 vide order dated 21.10.2016 for 80 beds in 40 rooms in the name of Shri Trilochan Singh Khurana (Authorized Representative of the Petitioner Society) on the basis of South Delhi Municipal Corporation Health Trade License and Fire Safety Certificate authorizing him to operate a place of public entertainment known as "AMEYA" (A Unit of Purbanchal Social Welfare Society) situated at Plot No. 6, 1st, 2nd & 3rd Floor, Jasola, New Delhi- 110025 under the provisions of Regulations for Keeping Places of Public Entertainment in the Union Territory of Delhi, 1980, which was valid till 31.03.2017. A copy of the Lodging License dated 21.10.2016 is annexed herewith as Annexure A.

4. It is further submitted that an Eating House Registration No. ETHS/JOINTCP/Lic/2016/388/Sarita Vihar for 74 seats was issued to Shri Shivangel Gandhi (Authorized Representative of M/s Ameya Infrastructure & Hospitality Pvt. Ltd.) vide order dated 27.10.2016 qua a eating house in the name and style of Riviera (A unit of M/s Ameya Infiaash-ucture and Hospitality Private Limited) situated at Ground Floor, First Floor, Plot NO.-6, Jasola, New Delhi under tire provisions of Delhi Eating Houses Registrations Regulations, 1980. A copy of the Eating House license dated 27.10.2016 is annexed herewith as Annexure B.

5. The Applicant for Eating House herein had also obtained a Excise License (valid up to 31.03.2020) from the Excise Department Govt of NCT of Delhi - L Block Vikas Bhawan. I.P. Estate. New Delhi vide License ID No. L-17/2017/04432 for 74 seat covers, copy of the Excise License is annexed herewith as Annexure C.

6. It is submitted that the aforesaid licenses namely. Lodging House license, Eating House license, Excise license, permits such as South Delhi Municipal Health Trade License and Fire Safety Certificate were renewed from time to time by the competent authorities.



Suspension of Eating House License.

7 On 28.11.2019, the Answering Respondent suspended the Eating House License on the ground that a valid Fire Safety Certificate was not submitted within the stipulated time for purpose of renewal of license. Therefore, the licensee was directed to cease operation with immediate effect. A copy of the order dated 28.11.2019 has annexed herewith as Annexure D.

Withdrawal of Fire Safety Certificate

8. On 06.05.2021, the Delhi Fire Services informed the Answering Respondent that in view of determination of Lease Deed by the Respondent No. 1, the competent authority withdrew the Fire Safety Certificate granted to M/s Ameya (A Unit of Purbanchal Social Welfare Society) situated at Plot No. 6, 1st, 2nd & 3rd Floor, Jasola, New Delhi-110025 with immediate effect. A copy of the letter dated 06.05.2021 is annexed herewith as Annexure E.

Suspension of Lodging House License

9. It is humbly submitted that in absence of a Fire Safety Certificate, the said premises is not a suitable place to operate a Lodging House under Regulation 8 read with Regulation 4(5) of The Regulations for Keeping Places of Public Entertainment in the Union Territory of Delhi, 1980. Consequently, the Lodging House License has been suspended with direction to cease operations immediately vide order dated 15.07.2021. A copy of the order dated 15.07.2021 is annexed herewith as Annexure F....”

20. The Status Report further states that because of the absence of Fire Safety Certificate the premises is not suitable for operating a Lodging House under Regulation 8 read with Regulation 4(5) of the Regulation for Keeping Places of Public Entertainment in the Union Territory of



Delhi, 1980, the Lodging House License was cancelled and direction was issued on 15.07.2021 to cease operations immediately. From the preceding sequence of events, it is to be noted that all this action by Delhi Police was taken only after cancellation of the lease deed by DDA, ten months earlier, i.e. on 15.09.2020. Was it not examined by the authorities at the time when various licenses were granted, that the user of the land and premises thereon, would be strictly subject to: i) terms of the lease deed, ii) MPD-2021 and such other activity which may have been permitted by DDA or as per law? DDA's order also does not refer to how the property was constructed and allowed to be used by the MCD, including the issuance of Completion Certificate or Occupation Certificate. These and many a related issue may require to be looked into.

21. In view of the above, insofar as the replies of the Purbanchal to the Show Cause Notices have not been considered in the impugned lease cancellation order and it has not been heard, there is breach of natural justice. DDA's impugned order dated 15.09.2020 is, *ex-facie*, a non-speaking one and unsustainable. Accordingly, it is set aside. The case is remanded to DDA to consider the matter afresh after hearing all parties, including the petitioner- Ms. Renuka Kulkarni. In the interim, the property shall be kept sealed. Purbanchal says that it would want to keep the property, furniture and machinery in good repair. It may move appropriate application(s) before the DDA for this purpose. The entire exercise of repairs and/or upkeep shall be documented and videographed. Prior notice shall be issued to the MCD and other

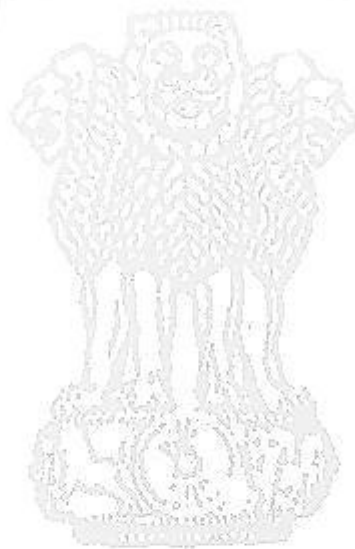


agencies/authorities/Delhi Police, which shall remain at the site, during such exercise. Since the case involves public interest and use of public properties, DDA shall endeavour to complete the proceedings within a period of four months of receipt of copy of this order.

22. This court has not expressed an opinion on the merits of the respective contentions of the parties.
23. The petitions stand disposed-off in terms of the above.

APRIL 25, 2023/rd

NAJMI WAZIRI, J



न्यायमेव जयते