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

% *Date of Decision: 4th September, 2023*

+ **LPA 339/2020**

PROF PR RAMANUJAM

..... Appellant

Through: Mr. Ritwik Parikh, Mr. Jaipal
Godara & Mr. Rohit Kr.
Poddar, Advs.

versus

VICE CHANCELLOR IGNOU AND OTHERS & ANR.

..... Respondent

Through: Mr. Ali Mirza, Adv. for
respondents.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

HON'BLE MR. JUSTICE AMIT MAHAJAN

VIBHU BAKHRU, J.

1. The appellant has filed the present appeal, *inter alia*, impugning a judgment dated 27.08.2020, passed by the learned Single Judge in **W.P(C) 3505/2020** captioned ***Prof. P.R. Ramanujam v. Vice Chancellor (IGNOU) & Anr.***

2. The appellant had retired as a Professor and Ex-Pro-Vice Chancellor of Indira Gandhi National Open University (IGNOU). He was, while in service, allotted a residential three-bedroom flat at Asiad Village, New Delhi at a licence fee of ₹1,190/- per month (normal license fee). The appellant had on 04.09.2019, requested for permission to continue in occupation of the residential premises for a period of eight months, in accordance with "The rules for allotment of



houses in Indra Gandhi Open University, New Delhi” (hereafter ‘**the House Allotment Rules**’). In terms of the House Allotment Rules, the appellant could occupy the residential premises for a period of four months post his retirement at the same licence fee (₹1,190/- per month). He would be permitted to occupy the premises for a further period of four months at double the licence fee, that is, at the rate of ₹2,380/- per month.

3. Admittedly, the appellant was granted the benefit of the House Allotment Rules, and he was allowed to occupy the said premises till 31.04.2020. However, prior to the expiry of the said period, a lockdown was imposed on account of the outbreak of COVID-19. In view of the extenuating circumstances, IGNOU permitted the appellant to occupy the said premises for a further period of one month – from 01.05.2020 to 31.05.2020 – at double the normal rate of the licence fee. However, thereafter, he was required to pay the market rent (₹77,350/- per month) for the said premises.

4. The appellant did not vacate the said premises by 31.05.2020, and continued to occupy the same till 10.08.2020. He was accordingly called upon to pay the market rent for the said period by the Competent Authority *vide* an email dated 21.05.2020.

5. It is the appellant’s case that the increase in the licence fee, from ₹1,190/- per month to ₹77,350/- per month, is wholly arbitrary and unreasonable as it is 65 times the normal licence fee. It is his case that he was granted extension of one month, that is from 01.05.2020 to 31.05.2020, in view of the special circumstances resulting from the outbreak of COVID-19. However, the Pandemic continued to rage



even after 31.05.2020. It is claimed that since the special circumstances continued to subsist, it would follow that the appellant was required to be permitted to occupy the said premises, even after 31.05.2020 at double the normal licence fee.

6. Mr. Mirza, learned counsel appearing for IGNOU, countered the aforesaid submissions. He submits that there were a number of other employees who were awaiting allotment of accommodation, and that the appellant was granted sufficient time to shift his residence. He also submits that the appellant owned a residential premise in Gurugram and in any event, he could have made further arrangements.

7. The learned counsel for the appellant does not dispute that the appellant owns a residential premise in Gurugram. However, he states that the same was only for investment purposes.

8. It is relevant to refer to Rule 11.2 and the House Allotment Rules. The same is set out below:

“11.2 A house allotted to an employee may be retained on payment of normal licence fee on the happening of any of the events specified in Col. 1 of the table below for the period specified in the Col.2 thereof; provided that the house is required for the bonafide use of the employee or members of his family. As defined in para 2.5. The employee will seek prior permission for retention of the house.

The permissible period of retention will also be application to the officers of the University who are entitled to rent-free accommodation under the Act/Statute/Ordinance of the University. –

EVENTS

PERMISSIBLE PERIOD FOR RETENTION OF THE HOUSE

<i>i)Resignation,</i>	<i>dismissal</i>	<i>One month</i>
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removal or termination of service or unauthorized absence without permission.

ii) Retirement or terminal leave, or repatriation to the parent organization on completion of tenure of appointment **Four months**

iii) **.....**

11.2.5 The case of retention of house by the employee beyond the permissible limit as laid down under the relevant event mentioned above, would be required to pay damages as specified in Rule 22.1 for the period in excess of the permissible limit unless he/she sought and obtained prior approval of the competent authority for the retention of the accommodation subject to the provisions of proviso to rule 22.1 in regard to the amount of licence fee.”

9. It is material to note that an employee of IGNOU can retain the accommodation for a maximum period of four months on his retirement. In terms of the proviso to Rule 22.1 of the House Allotment Rules, an employee can be permitted in special cases to retain a house on payment of double the licence fee. Rule 22.1 of the House Allotment Rules is set out below:

“22 Overstay in house after cancellation of Allotment.

22.1 Where after an allotment has been cancelled or is deemed to have been cancelled under these rules and the house remains in occupation of the employee to whom it was allotted or any person claiming through him/her such employee shall be liable to pay damages at the rate of Rs. 75/- per sq.mt. of living area per month in respect of type – I to type - III houses and Rs. 110/- per s.q. meter of living area per month in respect of Type - IV and V quarters for use or occupation of the residence. The above rates are subject to revision every two years. The revised rates



are effective from O 1-09-2006.

In addition charges towards furniture and garden as stipulated under rule 21.2 will be recovered. Action will also be taken against the employee under the provisions of Public premises (Eviction of Unauthorized Occupants) Act, 1971.

Provided that an employee who was allowed to retain accommodation under Rule 11 may be allowed by the University, in special cases to retain a house on payment of twice the standard licence fee under rules, in advance for a period not exceeding four months beyond the period permitted under Rule 11."

[emphasis added]

10. It is important to note that an employee can be permitted to retain the House beyond the period specified in Rule 11.2 of the House Allotment Rules only as a special case. And in any event the said period could not be extended beyond four months. In this case, it is apparent that the appellant was allowed to retain the house only to enable him to make necessary arrangements. It was not necessary for the appellant to exhaust the full period of eight months as provided.

11. The contention that the appellant that he was entitled to continue to occupy the premises in question on the ground of special circumstances, is unmerited. Although, a lockdown was imposed on 23.03.2020, the same was subsequently lifted and in any event, it was expected of the appellant to have made the necessary arrangements, if not prior to the superannuation, immediately thereafter. We agree with the contention that the appellant had sufficient time to make the necessary arrangements for his residential accommodation post his retirement. The gravamen of the appellant's contention is that he had a



vested right to occupy the licenced premises for a period of eight months and beyond. It is his case that in any event, he was entitled to occupy the premises for a period of 8 months, since it was available at a concessional rate – the licence fee being substantially lower than the market rate – and he was entitled to continue his overstay for a further period on account of the outbreak of the Pandemic. We do not find that the said view can be sustained. The appellant was allowed to occupy the premises in question beyond the initial period of four months as a special case. This was as a concession and not on account of any vested right with the appellant.

12. The contention that the appellant was entitled to retain the premises beyond nine months because he was permitted to occupy the premises for one month beyond the maximum period as provided in the House Allotment Rules is, *ex facie*, unmerited. First of all, the grant of an additional period of one month beyond the period of eight months was contrary to the House Allotment Rules. The fact that the appellant was granted this concession, *albeit* contrary to the House Allotment Rules, did not create any right in his favour to continue to occupy the premises. Second, the appellant was provided the residential premises on concessional basis; all that has happened is that he has been called upon to pay the market rent for the property enjoyed by him beyond the period as allowed.

13. We find no principle of law that would entitle the appellant to further concessions. It is material to note that the act of the appellant to continue to occupy the premises in question was at the cost of IGNOU, which would have had to pay House Rent Allowance to the



employee who was not provided any accommodation and at the cost of an employee, who has been deprived the benefit of allotment of accommodation on concessional rates. In the absence of any further concession by IGNOU, we find no justification for grant of relief as sought.

14. The learned Single Judge had examined various judgments rendered in this context and concluded that it is well settled that any person who occupies official accommodation beyond the permissible limit period, is bound by the rules that govern the retention of such an accommodation. In the present case, the House Allotment Rules made it quite clear that a person who overstays would be required to pay the damages as applicable. Accordingly, the learned Single Judge had rejected the petition with direction to the appellant to pay the amount as determined, within a period of eight weeks, failing which, IGNOU would be entitled to recover the same in accordance with law.

15. We find no infirmity with the aforesaid decision.

16. Having stated the above, we also notice that IGNOU has taken a decision that no penal interest would be charged on the outstanding amount, and the same would be recovered in ten instalments. The appellant claims that the first instalment has already been deducted from the appellant's pension. According to the appellant, the same is not permissible. We do not propose to address the question whether any recovery can be made by deducting the instalments from the appellant's pension. However, it is material to note that the decision to recover the amount in 10 instalments without any interest is a matter of concession which is coupled with the condition that it can be



recovered from his pension. Clearly, if the appellant contests that no recovery can be made by deduction from his pension, and he fails to pay the instalments, as fixed, he may not be entitled to any concession in this regard.

17. The appeal is disposed of with the aforesaid observations.

VIBHU BAKHRU, J

AMIT MAHAJAN, J

SEPTEMBER 4, 2023

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