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

Date of decision: 08th JANUARY, 2024

IN THE MATTER OF:

+ **W.P.(C) 2/2024**

SARWAN SINGH BHARAJ

..... Petitioner

Through: Mr. Rajesh Srivastava, Advocate

versus

UNION OF INDIA

..... Respondent

Through: Mr. Rajkumar, SPC with Mr. Vinod Tiwari, GP for UOI.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT(ORAL)

1. The Petitioner has approached this Court challenging a letter dated 18.11.2022 bearing Letter No. L&DO/PS-II/629 issued by the Land & Development Office, Ministry of Housing and Urban Affairs directing the Petitioner to appear in the L&DO office along with the original lessee, one A K Roy Choudhary.
2. The facts as stated by the Petitioner in the writ petition are that the Petitioner purchased a property bearing G-1442, Chittranjan Park, Delhi from one A K Roy Choudhary, S/o Late S R Choudhary *vide* registered General Power of Attorney (GPA) dated 29.11.1976 and an Agreement to Sell dated 15.11.1975. It is stated by the Petitioner that he has been in occupation of the property since then.
3. There is no registered sale deed in favour of the Petitioner. An



affidavit dated 09.11.1979 has been placed on record signed by the said A K Roy Choudhary stating that he has not cancelled the said Power of Attorney and the Petitioner continues to remain the Power of Attorney.

4. The Petitioner thereafter filed an application for conversion from leasehold to freehold on 12.11.2000. Vide letter dated 23.05.2003, the Petitioner was informed that the Land & Development Office has received a conversion application from one Mahinder Kaur in the capacity of a General Power of Attorney holder for conversion in favour of one Pratap Singh on the basis of an Agreement to Sell. A copy of the Agreement to Sell and General Power of Attorney was also enclosed along with the letter dated 23.05.2003. The Petitioner was directed to give a clarification on the Power of Attorney.

5. Material on record also discloses that in the interregnum, the Petitioner has deposited a sum of Rs.48,825/- towards the conversion charges. In response to letter dated 23.05.2003, the Petitioner gave a reply on 12.06.2003 stating that Mahinder Kaur is his mother and that he has not given any General Power of Attorney in favour of his mother and that the signatures of Mahinder Kaur have been forged on the Power of Attorney.

6. On 12.05.2005, the Petitioner received yet another letter bearing letter No. L&DO/PS-II/768 from the Land & Development Office stating that since there are two Agreements to Sell executed by the recorded lessee in favour of two persons which is not acceptable, therefore, the application for freehold has been rejected.

7. The Petitioner approached this Court by filing W.P.(C) 10174/2009 and the said writ petition was disposed of by this Court *vide* Order dated 17.07.2009 on the statement given by the Petitioner. It was pointed out that



the controversy has been resolved and this Court disposed of the writ petition while permitting the Petitioner to file another conversion application with relevant paper before the L&DO office.

8. The Petitioner also filed a complaint under Section 156(3) CrPC before the Court of learned ACMM, South East, Delhi. On the said complaint, an FIR being FIR No.165/2011 was registered on 07.08.2011 at Police Station C R Park for offences under Sections 465/468/471/34 IPC. A final report was filed in the matter. The closure report was given stating that no evidence has been found against the three accused Pratap Singh, who is the father of the Petitioner, Mahinder Kaur, mother of the Petitioner herein and Harbans, elder brother of the Petitioner. Based on the final report, the file was sent back to the concerned Police Station as untraced with a direction to revive the same as and when there is any breakthrough in the case.

9. The Petitioner thereafter received a letter dated 02.06.2014 from the L&DO office. In reply to the said letter on 06.06.2014, the Petitioner enclosed the details of the deposit slip for payment of Rs.41,996/- and undertaking duly signed by two witnesses and notarized regarding payment of difference of revised land rates and an affidavit duly notarized to the effect that no appeal/court case is pending in any Court of Law.

10. Thereafter on 23.05.2018, a letter was received from the L&DO office stating that the case of the Petitioner has been examined and it has been found that the signatures of the original lessee, i.e., A K Roy Choudhary, in the GPA, Agreement of Sell are altogether different from the signatures of the A K Roy Choudhary original in the lease deed and a clarification was sought from the Petitioner in this regard.



11. The Petitioner thereafter approached this Court by filing W.P.(C) No.17115/2019 which was disposed of by this Court *vide* Order dated 19.07.2022. The writ petition was disposed of on the statement of the learned Counsel for the Petitioner that he does not want to press the writ petition and prayed that he may be granted liberty to file a representation/application before the L&DO, Ministry of Housing and Urban Affairs. The said prayer was acceded to and permission was given to the Petitioner to file an appropriate representation/application along with application dated 12.06.2003. A representation was filed by the Petitioner and letter dated 18.11.2022, which is impugned in the instant writ petition, was issued directing the Petitioner to appear in person along with A K Roy Choudhary, the original lessee.

12. Learned Counsel for the Petitioner states that the Petitioner has not been able to trace A K Roy Choudhary. He states that on every occasion, a fresh objection is raised by the L&DO office. He further states that all the formalities as sought by the L&DO office have been complied with. He states that A K Roy Choudhary himself given an affidavit on 09.11.1979 stating that he had not issued any other Power of Attorney. Therefore, he states that the impugned letter deserves to be quashed.

13. Heard learned Counsel for the Petitioner and perused the material on record.

14. Material on record discloses that there are two Power of Attorneys issued by the lessee one in favour of the Petitioner and one in favour of Mahinder Kaur, who had also filed an application for conversion in favour of one Pratap Singh on the basis of an Agreement to Sell.

15. Writ Petition being No. 10174/2009 filed by the Petitioner was



disposed of on the ground that a settlement had been arrived at. The Order dated 17.07.2009 specifically records that there is no averment in the writ petition that the dispute has been resolved and the writ petition was disposed of stating that in case the disputes are resolved, it is open for the Petitioner to file another conversion application with relevant papers.

16. It also transpires that the signatures of A K Roy Choudhary, the original lessee, varies from document to document which was communicated to the Petitioner *vide* letter dated 23.05.2018 issued by the L&DO. In reply to the said letter, the Petitioner states that there is no bar to the change of signatures and A K Roy Choudhary had changed his signature. The stand of the Petitioner that there is no bar on the change of signatures is not acceptable.

17. The said letter was challenged by the Petitioner by filing W.P.(C) No.1715/2019 but the challenge to the said letter was not accepted and instead of getting a dismissal of the Writ Petition, learned Counsel for the Petitioner stated that he does not wish to press the writ petition and prayed for liberty to file an appropriate representation. The Writ Petition was disposed of by Order dated 19.07.2022 permitting the Petitioner to give a representation. The said Order also directed the Respondents to dispose of the representation of the Petitioner. The Petitioner has given his representation and the same has been disposed of by the Respondents directing the Petitioner to produce the original lessee A K Roy Choudhary.

18. The stand of the L&DO directing the Petitioner to produce A K Roy Choudhary cannot be said to be unjustified or perverse requiring interference under Article 227 of the Constitution of India. The final report under Section 173 of the CrPC on the complaint by the Petitioner also states



that till the date of the filing of the final report, no evidence had been found against the accused and if any clue is found later, the case will be revived. In view of the fact that there are two GPAs and the signatures of the lessee are different in different documents for which no plausible explanation is coming from the Petitioner other than stating that there is no bar on the change of signatures and this statement cannot be accepted by this Court.

19. No interference is called for by this Court to set aside the letter dated 18.11.2022 directing the Petitioner to bring A K Roy Choudhary to the office of L&DO.

20. The writ petition is dismissed along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 08, 2024

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