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

+ W.P.(C) 16309/2024, CM APPL. 68749/2024 & CM APPL.
68750/2024

CENTER OF APPLIED POLITICS

.....Petitioner

Through: Mr. Navneet Thakran, Mr. Ashim
Dua, Advocates

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Jaswinder Singh, Mr. Sahib
Singh, Advocates for R-1 & 2
Mr. Tushar Sannu, SC for MCD with
Mr. Manoviraj Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

06.12.2024

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1. The Petitioner, Centre for Applied Politics, is a society registered under the provisions of the Societies Registration Act, 1860. By invoking the jurisdiction of this Court under Article 226 of the Constitution of India, 1950, the Petitioner challenges the notice dated 12th June, 2017, and subsequent orders dated 23rd June, 2017, and 12th February, 2020, issued by Respondent No. 2, the Land and Development Office.¹ These actions culminated into the cancellation of the Agreement to Lease dated 2nd July, 1977, granted in favour of the Petitioner.

2. The brief facts leading to the present petition are as follows:

¹ "L&DO"



2.1. By an allotment letter dated 21st April, 1971, the Petitioner was granted a plot of land admeasuring 2000 square yards at Narendra Niketan, I.P. Estate, New Delhi.² The allotment was specifically for institutional purposes with a condition for construction of an office building and five single-seated rooms for visiting scholars from India and abroad.

2.2. The Agreement to Lease was executed on 2nd July, 1977 which set out the terms of allotment. This was followed by handing over of possession on 25th August, 1977. The pertinent provisions of allotment under the Allotment Letter as well as Agreement to Lease read as follows:

“(i) Provisions of Allotment

Clause (ii) *The Centre of Applied Politics shall be required to construct the building in conformity with the architectural surroundings of the area, within 2 years from the date of possession of the site in question is handed over to it.*

Clause (iv) *The land shall be used by the Centre of Applied Politics only for the construction of its building as mentioned above for its bonafide use and for no other purpose.*

(iii) Agreement to Lease

Clause II: *Within the said period of 24 calendar months from the date the possession of the site in question is handed over the said intended Lessee shall and will at his own expense erect upon the said land cover in and complete in a substantial and workman like manner with new and sound material to the satisfaction of the President or such officer as may be appointed by him in this behalf (hereinafter referred to as the said officer) an office building and five single seated rooms for visiting scholars from India & abroad in conformity with the architectural surroundings of the area with all requisite and proper walls, sewers, drains and other conveniences thereto of such description and design respectively as shall have been approved of in writing by the said officer. And such building shall be constructed in all respects in accordance with such design, plans and specifications and in such situation and position and arranged in such manner as shall have been previously proposed and submitted by the said intended lessee and approved of in writing by the said officer. And all the materials used in the said building must be good and sound and must have been approved by the said officer and the timber shall be of good teak only or such other good timber as shall be*

² “the land in question”



sanctioned by the said officer and all the materials shall be deemed to be the property of the President after they have once been brought on the said land. And all drains and sewers for the said premises shall be constructed, made and laid and connected to the satisfaction of the said officer and the Municipal Authority and in such position as shall be directed by the said officer or as may be required by the Municipal Authority.

Clause III: *The plans, sections, elevations and specifications for the construction of the buildings to be erected upon the said premises (and, if of steel or reinforced concrete, calculations) shall be prepared by a Licensed Architect or Architects and shall indicate in figure the length, breadths and thicknesses of walls, floors and scantlings to timber and state the description of the materials to be used and such plans, sections, elevations and specifications shall be submitted to the Municipal authority & thereafter to the said officer in quadruplicate and got approved within six months from the date of handing over the possession of site before the work of construction is commenced. The said intended Lessee shall not make any alternations in or additions to the building so approved as aforesaid either external or internal so as to affect any of the architectural or structural features thereof appearing in the approved plans unless such alternations and additions shall have been previously in like manner approved.*

Clause IX: *The said intended Lessee shall for the period prior to obtaining a Lease from the President under Clause XVII herein pay to the President from the day of 21st April 1971 a licence fee for the said piece of land at the rate of Rs. 1033.15 per annum by equal half yearly payments on the 15th day of January and 15th day of July in each year at the Reserve Bank of India, New Delhi or at such other place as may be notified by the said officer, for this purpose from time to time."*

2.3. To determine whether the property was being utilized for the purpose for which it was allotted, the L&DO conducted periodic inspections of the premises and issued breach notices. The inspection carried out on 18th August, 2015 revealed unauthorized construction on the premises, which was notified to the Petitioner through a breach notice dated 26th August, 2015. To verify compliance with the terms of allotment, another inspection was conducted by the L&DO on 13th October, 2016, which disclosed operation of the office of Young India Magazine from the premises.



Additionally, L&DO received multiple complaints from third-parties alleging misuse of the allotted plots, including claims that a political party, namely the Samajwadi Janta Party (C), was being operated from the land.

2.4. The L&DO, on multiple occasions, issued show cause notices to the Petitioner, highlighting the failure to comply with the terms and conditions stipulated in the Agreement to Lease. These notices called upon the Petitioner to provide a satisfactory explanation as to why the allotment should not be revoked. However, the responses submitted by the Petitioner were deemed inadequate and failed to address the breaches effectively. Consequently, in adherence to the terms of the allotment and after due consideration, the Respondents proceeded to cancel the allotment of the land through the impugned orders.

3. Mr. Navneet Thakran, counsel for the Petitioner, contends that the impugned orders are arbitrary and unreasonable. He asserts that the Petitioner consistently sought to comply with the conditions of allotment but faced procedural hurdles in securing the requisite approvals from the Municipal Corporation of Delhi.³ To substantiate this, he relies on a notice dated 28th December, 2007, issued by the MCD, outlining a list of compliances required for sanctioning the building plan.

4. Mr. Thakran argues that the Petitioner consistently demonstrated its intent to comply with the terms of the allotment. He submits that the delay in construction was attributable to genuine reasons, primarily the non-approval of the sanction plan by the MCD, which hindered progress. He asserts that these challenges were beyond the Petitioner's control and not indicative of

³ "MCD"



any wilful non-compliance.

5. As regards the allegation of unauthorised construction, Mr. Thakran contends that the structure in question was temporary and was erected solely to safeguard the land while awaiting approval of the sanctioned plans. He asserts that this interim measure was necessary to prevent encroachment and to initiate limited activities aligned with the objective of imparting education in Political Science. He further submits that once the plan was approved, the Petitioner was fully prepared to proceed with the required construction. In response to the Court's query regarding documentation evidencing the Petitioner's active engagement with the MCD for plan approval, Mr. Thakran explains that such records are unavailable due to extenuating circumstances. He points out that Mr. Kishore Lal, the General Secretary of the Petitioner-institute, is an elderly individual who was diagnosed with cancer in 2022 and has since undergone multiple cycles of chemotherapy and hospitalization. This, he states, rendered him unable to manage the Petitioner's affairs effectively. Nevertheless, Mr. Thakran maintains that the Petitioner had taken all necessary actions in a timely and consistent manner.

6. The Court has given due consideration to the arguments advanced and material placed on record, but remains unpersuaded.

7. The terms of the allotment, as outlined in the Agreement to Lease, are unambiguous and place an unequivocal obligation upon the Petitioner to construct an office building and five single-seated rooms within 24 months of taking possession of the land. These facilities were envisaged to advance the cause of education in Political Science, Administration, and Diplomacy.⁴

⁴ Memorandum of Association of the Centre of Applied Politics, Clause II (i).



Despite being in possession of the land for nearly five decades, the Petitioner has not fulfilled this fundamental purpose. Such a prolonged lapse of time exhibits Petitioner's gross failure to meet its contractual obligations and erodes any claim to equity in their favour.

8. The reliance placed by the Petitioner on notice dated 28th December, 2007, issued by the MCD purportedly requiring additional compliances for sanction of plans, is wholly misplaced. This notice came decades after the deadline for completion of construction had elapsed and thus, cannot justify or explain the protracted inaction on the part of the Petitioner. Even if there was any delay attributable to the MCD, it was incumbent upon the Petitioner to pursue the matter diligently and ensure compliance with the conditions of allotment by raising the construction if not within 24 months, but a reasonable time. A party cannot seek refuge in regulatory delays when its own lack of initiative is evident.

9. The allegations of unauthorized construction raised by the L&DO are another significant ground that weighs against the Petitioner. The Petitioner's claim that the said constructions were temporary and intended to protect the land, lacks merit and is entirely unconvincing. Nonetheless, the construction, irrespective of its purpose, could not have been undertaken without the requisite approval from the statutory authorities. Temporary or otherwise, such unauthorized acts constitute a clear breach of the terms of allotment.

10. The Court also notes the findings of the L&DO's inspections, which reveal not only unauthorized constructions but also the use of the premises for purposes unrelated to the stated objectives of the Agreement to Lease. Complaints of the land being utilized as the office of a political party further



exhibit blatant disregard of its obligations under the allotment. Such misuse of public land is a grave matter, particularly in a city where land resources are exceedingly scarce and are meant to be allocated for *bonafide* public purposes.

11. Public land, when allocated for a specific purpose, must be utilized in strict conformity with the terms of allotment. The Petitioner's inaction has entirely frustrated the purpose of the allotment, which was to establish a hub for education and scholarship in Political Science. In a rapidly urbanizing city like Delhi, where land is both scarce and valuable, the effective utilization of public resources assumes importance. The L&DO, as a trustee of public land, is duty-bound to ensure that such lands are utilised meaningfully for public purposes. Unfortunately, in this instance, it appears to have faltered in acting with the urgency required to prevent the misuse of this resource. Nonetheless, permitting the Petitioner to retain possession despite their flagrant non-compliance would be countenancing misuse of public resources which would set a concerning precedent emboldening other allottees to disregard their obligations with impunity. Therefore, this Court finds no reason to condone such a breach or to invoke its extraordinary jurisdiction under Article 226 of the Constitution of India to aid a party that has wilfully and persistently violated the terms of the Agreement to Lease.

12. Accordingly, the present petition, along with pending applications, is dismissed.

SANJEEV NARULA, J

DECEMBER 6, 2024/ab