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

+ **W.P.(C) 16975/2024 & CM APPL. 71895/2024**

DHIRENDER NATH PURI

.....Petitioner

Through: Mr. Manohar Malik, Ms. Astha
Gumber, Advocates

Versus

UNION OF INDIA & ANR.

.....Respondents

Through: Mr. Mukul Singh, SPC with Mr. Yash
Tyagi, GP for R-1

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

09.12.2024

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1. Counsel for the Petitioner states that the Plot No. C-600, Defence Colony, New Delhi was leased by the state, through the President of India, to the Defence Colony Welfare Association/Respondent No.2, a society registered under the Societies Registration Act, 1860, for the construction of senior officers' club building. The Petitioner alleges that Respondent No.2- 'Defence Colony Welfare Association', has formed a separate body running under the name of "Defence Colony (W.A) Club" which has promulgated its own rules to conduct elections of the Club's administrative Council. The Petitioner, who is a member of Respondent No.2 association, is aggrieved by the said illegal formation of the aforementioned separate body which controls the functioning of the club thereby jeopardizing its existence for the benefit of the residents.



2. In light of the above, the Petitioner, through the instant petition, seeks directions to Land & Development Office/Respondent No.1 to frame clear policy for management and functioning of the club constructed on the land allotted to Respondent No.2, as well as a direction to ensure strict adherence of the said policy by Respondent No.2 viz. the original lessee.

3. Counsel for Petitioner submits that the Agreement to Lease dated 14th May, 1976, which was executed in respect of the aforementioned property, has been violated. He specifically refers to clause VII-A, of the said agreement which reads as under:

“There shall be two nominee of the President as on the Managing Committee of the Club with full Voting rights. In case they are also members of the Club they shall have voting rights in the general meeting of the Club and if they are not members of the Club they should be made honorary members of the Club with full voting rights in the general body meetings of the Club.”

4. Counsel for Petitioner submits that no nominees of the President are a part of the Managing Committee of the club, thereby violating the aforementioned clause.

5. He further states that a representation was given to L&DO, to which L&DO respond on 09th May, 2019 to the following effect:

*“No. L & DO/L-11-8/17(19)/45
Government of India
Ministry of Housing & Urban Affairs
Land & Development Office
Nirman Bhawan, New Delhi*

Date: May/ 09/ 2019

To

*Lt Gen DS Sidhu PVS!-:1 AVSM, VSM (Retd.)
New Delhi-110024.*

*Sub: Status of Defence Colony (WA) Club vis-a-vis the Defence Colony
Welfare Association (DCWA)*



Sir,

I am to refer to your letter dated 23.04.2019 on the subject cited above and to say that as per available records no NOC to run the Defence Colony (WA) Club independently or for re-construction of the Club building has been issued by this office. However, a request for NOC for sanction of the building plans had been received from President, DCWA which is under examination. Further, as requested, a copy of the draft Rules and Regulations forwarded in 1977 vide Association's letter dated 5.10 1977 is enclosed herewith.

*Yours Faithfully,
(Rajanish Kumar Jha)
Deputy Land & Development Officer*

6. Counsel for the Petitioner argues that, despite the aforementioned acknowledgement by L&DO that no NOC has been issued to Defence Colony (WA) Club, no further action has been taken and the club is nonetheless being independently run by the said body called Defence Colony (WA) Club who is passing resolutions with regards to re-construction of the building.

7. In light of the above, the instant writ petition is disposed of with a direction to L&DO to examine the issue highlighted above and in case there is a violation of clause VIIA of the lease agreement dated 14th May, 1976, take appropriate action, if any, in accordance with law.

8. As regards the Petitioner's prayer for formulation of policy for management and functioning of the club is concerned, the same is premised on the Petitioner's contention that the management of the Club is not with the body to whom lease has been granted. However, as evident from the aforementioned communication and as admitted by the Petitioner himself, Respondent No.1 has refused to recognise Defence Colony (WA) Club as the lessee. In fact, a communication has been issued by Respondent No.1, where they have refused to entertain any correspondence as regards the



building plans with Defence Colony (WA) Club, which reads as follows:

*“GOVERNMENT OF INDIA
MINISTRY OF WORKS AND HOUSING
LAND & DEVELOPMENT OFFICE
NIRMAN BHAVAN, NEW DELHI.*

REGD.A.D.

NO.LII-20(19)/74/291

To

Dated 19-02-79

*The Hony. General Secretary,
Defence Colony Welfare Association Club,
C-Block, Chetna Marg,
Defence Colony,
New Delhi-110024*

Dear Sir,

I am to refer to your letter No.DCC/1 dated 16th January, 1979 forwarding therewith copies of the plans of the Club duly sanctioned by the local body and to say that this office has not allotted any land to the Club and as such no correspondence can be entertained from the Club regarding the lease of the plot, allotted to Defence Colony Welfare Association for allotment of a Club. The plans are therefore returned herewith.

Yours faithfully,

Encl: Plans.

*(A.P. JAIN)
ENGINEER OFFICER
T.No.374927”*

9. Thus, Respondent No.1 has already refused to correspond or acknowledge Defence Colony (WA) Club as the lessee. Any further relief, is a subject matter which the Petitioner must urge before the Civil Court, if he so wishes, as it is a dispute regarding the management of the club. All those rights and contentions of the Petitioner are reserved.



10. The present petition is disposed of along with pending application.

SANJEEV NARULA, J

DECEMBER 9, 2024/ab