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

+ **W.P.(C) 4531/2000&CM APPL. 6967/2000**

M/S.ANSAL PROPERTIES & INDUSTRIESPetitioner

Through: Mr. Harmanbir Singh Sandhu, Mr.
Vikas Goel, Mr. Ritesh Sharma, Mr.
Vivek Gupta and Mr. Deepal Hoda,
Advs.

versus

UNION OF INDIA & ANOTHERRespondents

Through: Mr. Syed Abdul Haseeb, CGSC with
Mr. Tabish Zia, Mr. Tanveer Zaki,
Advs. for UOI.
Mr. Tushar Sannu, Mr. Parvin Bansal,
Advs. for NDMC.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

01.11.2025

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1. This hearing has been done through hybrid mode.
2. The present petition under Articles 226 of the Constitution of India, 1950 seeks the following prayers:-

“i) issue a writ of mandamus or any other or similar writ, order or direction Quashing notice dated 2.8.2000 (Annexure P-10) issued by respondent No.1 and 2 purporting to determine the lease and re-entering the premises No.15,17, Keeling Road, and 1 Keeling Lane (now Tolstoy Marg), New Delhi.

ii) such other or further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”

3. The present petition had been filed on behalf of the M/s Ansal



Properties & Industries Ltd.. *Vide* order dated 24.09.2001, the learned Single Judge of this Court on the oral request of the petitioner, had directed the petitioner to implead all those persons as respondents, who are allegedly misusing the premises. Subsequently, the petitioner filed an amended memo of parties dated 30.07.2002, impleading the said persons as respondent no. 4 to 29.

4. The present petition has been filed assailing the aforesaid order of re-entry dated 02.08.2000 which reads thus:-

ANNEXURE - P-19

Government Of India
Ministry of Urban Development & Poverty Alleviation
Land & Development Office
Nirman Bhawan, New Delhi

No. L&DO/LI-9/134(10A)/2000/ 308. Dated 2/5/2000

To,
✓ *Ex-Lessee & an authorised occupant of the premises*
M/S Ansal Properties & Industries,
115 Ansal Bhawan,
16 Kasturba Gandhi Marg,
New Delhi.

Sub:- Premises situated on Plot No. 10-A, 43 & 44, Block No. 134 known as 15,17 Keeling Road and 1 Keeling Lane, New Delhi.

D/Sir,

The under mentioned breaches as notified in this office letter No. L&DO/LI-9/134(10-A)/95/144 dated 31.3.99 existing on the lease hold premises cited as subject have neither been removed so far nor request has been made for temporarily regularization inspite of reminder dated 28.6.99.

A. MISUSE:

(i) Misuse in 1st Basement, (upper Basement)

U.B.-3. Office of M/s. Sharp photocopy service area 8'-0"x8'-0".

(ii) U.B.-4. Office of M/S. Kash Cleen Travel Pvt. Ltd. area 25'-0" x4'-0".

B. Misuse in 11nd Basement (Middle Basement)

(i) M.B.-3. Office of Shri Gupta property printer photo static area 8'x5'.

(ii) M.B.-2. Office of M/S. Bandhu International Travel area 8'x4'-6"x10'x12".

(iii) M.B.-4. Office of Sh. Laxmi Associates photo state & sale purchase area 12'x12".



C. Misuse in IIIrd Basement (Lower Basement)

1. L.B.-24 Office of M/S. Gujrat Polivix Ltd. area = 15'-9" x 11'-0".
2. L.B.-24A Office of M/S. B.Singh (i) Graphics Media Pvt. Ltd. area = 15'-9" x 16'-3".
3. L.B.-26 Office of Sh. Rajesh Narang area 26'-0" x 7'-0" + 10' x 10'-0".
4. L.B.-25 Office of M/S. Automatetion International Apex Computer area = 15'-9" x 11'-0".
5. L.B.-28 Office of M/S Prince Photo Stat Ashok Rakheja area = 26'-9'-0".
6. L.B.-29 Office of M/S. In Touch Interiors area 20'-0" x 11'-0".
7. L.B.-31 Office of M/S. Sky Net World wide Express Pvt. Ltd. area 20' x 16'.
8. L.B.-32 Office of Sh. S.K.Gupta and others area 13' x 16'.
9. L.B.-31-A Office of M/S. International Couiers Service Pvt. Ltd. area = 20' x 12'.
10. L.B.-34-A Office area = 15'-0" x 15'-0".
11. L.B.-18 Office of M/S. Jubble Export Pvt. Ltd. area = 16' x 11'-0".
12. L.B.-20 Office of M/S. D.Narayan area = 16' x 14'.
13. L.B.-14 Office of Sh. Chopra & Co. Prolific Mkt. Bi Tech Services area = 16' x 14'.
14. L.B.-12A Office of M/S. Eco Financial Consultants Pvt. Ltd. area = 25'-0" x 12'-0".
15. L.B.-11 Office of M/S. Financial Merdias Investment Consultants area = 25' x 11'-0".
16. L.B.-12 Office of M/S. Um-liais Pvt. Ltd. area 21' x 10'-0".
17. L.B.-10 Office of Sh. Sudhir Gupta Associates area = 12' x 14'-0".
18. L.B.-7 Office of M/S. Polish Airlines area = 25'-0" x 7'-0".
19. L.B.-2 Office under the stair of Bhumn Auto area = 20' x 5'.
20. L.B.-6 Office of Sh. Dollu Suri area = 20' x 20'.
21. L.B.-4 Office of M/S. Akash Investment area 10' x 6'-3" + 14'-6" x 8'-0".
22. L.B.-39 Office of M/S. Easy Tours & Cargo Pvt. Ltd. area = (21'-3" x 16'-6").
23. L.B.-38 Office of M/S. Digi Tech. Area = (21'-x10'-6").
24. L.B.-38A Office of Sh. Gupta the professionals area = 21'-0" x (8'-9").
25. L.B.-35 Office of M/s. Sky Park Ltd. couriers area 20'-x16'-0".



Please take notice, therefore, that in consequence of your failure to remedy the aforesaid breaches, the Lessor has been pleased to determine the lease and re-enter upon the premises with effect from 18.7.2000, on and from which date, therefore, all your rights and title in the lease hold property in question have ceased.

The entire plot of land forming the subject matter of the relevant lease deed and all the buildings standing thereupon including all structure, erections and fittings vest now in the President of India. Shri R.L.Singla. Building officer of the Land and Development Office, has been directed to take possession of the premises from you and he will call upon you for this purpose on 18-8-2000 at 10 & 12 AM, and I hereby call upon you to handover peacefully the possession of the premises including land buildings, fittings, fixtures, etc. to him.



Yours faithfully,

(D. K. Bazzaz)

Dy. Land & Development Officer
For & on behalf of the President of India

Copy to:

1. Sh. R.L. Singla, Building Officer
2. Engineer Officer
3. Technical Section (B.O.)
4. Accounts Section
5. Guard File.



Dy. Land & Development Officer

5. On 31.03.1999, show cause notice was issued to the original lessees by the respondent No. 2 which reads thus: -



ANNEXURE P-4

GOVERNMENT OF INDIA
MINISTRY OF URBAN DEVELOPMENT
LAND & DEVELOPMENT OFFICE
NIRMAN BHAWAN.

No. L & DO/LI-9/134(10A)/95/144

3.3.99

To
M/s Ansal Properties and
Industries (P) Ltd.
115- Ansal Bhawan,
16- Kasturba Gandhi Marg,
New Delhi.

Sub: Notification of breached in respect of
premises situated on plot No. 10A, 43-44
Block No. 134, known as 15,17 & 1 Keeling
Road New Delhi.

Dear Sir,

On inspection of the above premises on
23.1.1995, the following breaches were noticed at
site by the inspecting officials:-

A. MISUSE:

(i) Misuse in 1st Basement, (Upper Basement)

U.B.-3. Office of M/s Sharp Photocopy
service area 8'-0" x 8'-0".

(ii) U.B.-4 Office of M/s Kash Cleen Traves
P. Ltd. area 25'-0" x 4'-0".

B Misuse in 11nd Basement (Middle Basement)

(i) M.B. -3 Office of Shri Gupta Property
printer photo static area 8'x5".



- (ii) M.B.-2. Office of M/s Bandhu International Travel area 8' x-6" +10'x 12".
- (iii) M.B.-4 Office of Sh. Laxmi Associates Photo state & Sale purchase 12' x 12'.

C. Misuse in 11rd basement (Lower Basement)

1. L.B.-24 Office of M/s Gujrat Polivix Ltd. area = 15'-9" x 11'-0".
2. L.B.-24A Office of M/s B.Singh (i) Graphics Media P.Ltd. area = 15'-9"x 16'-3".
3. L.B.-26 Office of Sh. Rajesh Narang area 26'-0" x 7'-0 + 10'x10'-0".
4. L.B.-25 Office M/s Automatetion International apex computer area+ 15'-9" x 11'-0".
5. L.B.-28 Office of M/s Prince Photo state Ashok Rakheja area= 26' x 9'-0".
6. L.B.-29 Office of M/s In Touch Interers area 20"-0" x 11'-0".
7. L.B.-31 Office of M/s Sky Net World wide express P. Ltd. ara 20'x 16".
8. L.B.-32 Office of Sh. S.K. Gupta and others area 13 ' x 16".
9. L.B.-31-A Office of M/s International Couriers Service P.Ltd. area = 20' x 12".
10. L.B.-34-A Office area = 15-0' x 15-0".
11. L.B.-18 Office of M/s Jubble Exp. P.Ltd. area = 16' x 11'-0".
12. L.B.-20 Office of M/s D.Narayan area= 16' x 14'.
13. L.B.-14 Office Sh. Chopra & Co.

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- prolific Mkt. Bi Tech
Services area=16' x 14".
14. L.B.-12A Office of M/s Eco financial Consultants P.Ltd.area= 25'-0" x 12'-0".
15. L.B.-11 Office of M/s Financial Media Investment Consultants area= 25'-0" x 11'-0".
16. L.B.-12 Office of M/s Um-li is P.Ltd. area = 21'x10'-0".
17. L.B.-10 Office of Sh. sudhir Gupta Associates area = 12' x 14"-0".
18. L.B.-7 Office of M/s P-oilce Airlines area= 25'-0" x 7'-0".
19. L.B.- 2 Office under the stair of Bhumn Auto area= 20' x 5'.
20. L.B.-6 Office of Sh. Dollu Suri area = 20' x 20'.
21. L.B.-4 Office of M/s Akash Investment area= 10" x 6' -3" + 14'-6" x 8'-0".
22. L.B.-39 Office of M/s Easy tours & Cargo P.Ltd. area = (21'-3" x 16'-6").
23. L.B.-38 Office of M/s Digi Tech. area= (21'-x10'-6").
24. L.B.-38A Office of M/s Sh. gupta the professionals area = 21'-0" x(8'-9").
25. L.B.-35 Office of M/s Sky Park Ltd. couriers area 20'-x 16'-0".

The breaches are in contravention
of clause of the lease deed.

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You, are therefore, hereby required either to remedy the breaches or make a request for temporarily regularisation of the breaches within 30 days from the date of receipt of this notice. In the event of your failure to remedy the breaches within this period. You will be liable to pay the charges for having committed the breaches of terms of the lease shown in para I for the period of their existence.

These charges can be intimated to you on your making request for temporary regularisation of the breaches.

In case you have any point to clarify in connection with the above notice, you may kindly see the under-signed by prior appointment on Tel 3013613 between 2 to 4 p.m. in the afternoon within a week of the date of receipt of this notice. It may, however, be clearly understood that your inability to avail of this opportunity of personal hearing / discussion will not be acceptable as a ground for not taking further action in the matter under the terms of lease.

Yours faithfully

(D.K. BAZZAZ)

—(DY. LAND & DEVELOPMENT OFFICER)
FOR & ON BEHALF OF THE PRESIDENT OF INDIA



6. Reply dated 26.04.1999 on behalf of the lessees was sent to the respondent No. 2 wherein the following averments were made: -

26.4.1989

Dy. Land & Development Officer,
Land & Development Office,
Nirman Bhawan,
New Delhi-110001.

Sub: Notification in respect of premises situated
on Plot No. 10A, 43,44, Block No. 134 known as
15-17 Tolstoy Marg and 1 Keeling Lane, New
Delhi.

Dear Sir,

Please refer to your letter No. L &
DO /LI-9/134 (10A) /95/144 dated 31.3.99 wherein it
has been alleged that certain areas in basement in
the aforesaid building are being misused.

2. We would like to clarify that entire
building including areas in basement were sold by
us to various buyers to be used only for the
purpose specified as per the Building Bye Laws and
sanctioned plans. Any areas as are alleged to be
under misuse are neither as of date under our
ownership nor under our possession. Hence, there is
no question of any misuse of the areas by us. The
entire building in our constructed as per the
sanctioned plans, approved by NDMC. We have
specifically stated in our agreement to sell with



the flat buyers that they would use the are

strictly for the purposes, the relevant clauses of the flat buyers agreement is reproduced under:

Clause 15
" the Buyers shall comply with and carry out terms of the perpetual lease governing the plot and shall abide by all laws, Bye laws, rules, regulations, requisitions, demands etc. of Delhi Development Authority and other Local or Government Authorities and shall attend, answer and carry them out at his own cost, and be responsible for all deviations, or breaches thereof, and shall also observe and perform all the terms and conditions contained in this Agreement.

Clause No. 17(a)

"The Buyer shall not use the Flat or permit the same to be used for any purpose whatsoever other than as permissible".

3. No action is therefore, called for against us as threatened. You will appreciate that by alleged default of the few individual flat buyers in the building the interest of the remaining majority of owner/ occupants in the building can not be jeopardised without any fault attributable to them.

In light of the above, it is requested

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that notice under reference may please be
withdrawn.

thanking You

Yours faithfully
for Ansal Properties & Industries Ltd.

Mukesh Dham)
Vice President (Project)

Copy to: V.P. (marketing)
Director (Star Estates)

7. Subsequently, the communication was sent to the original lessees on behalf of respondent No. 2 on 28.06.1999, in which, it was stated that the privity of contract is between the lessee and lessor and it is the responsibility of the lessee to not permit the flat buyers to use the premise for a purpose other than the permissible one and thereafter, the demand to remove the breaches was reiterated. Thereafter, the petitioner replied to the aforesaid letter on 19.07.1999, requesting the respondent no. 2 to review the matter on the ground that the alleged misuse had not been done by the petitioner. However, the respondent no. 2 remained adamant with their stand and continued to ask the petitioner to remove the misuser in their letter dated 01.05.2000 issued to the petitioner. The petitioner again wrote a letter dated 29.05.2000 to the respondent no. 2, reiterating its stand in its own letter dated 26.04.1999 and 19.07.1999.

8. In pursuance thereof as pointed out hereinbefore, the impugned order



of re-entry dated 02.08.2000 was passed by the respondent No. 2.

9. Respondent no. 4 to 29 are individual apartment owners in the multi-storeyed building in the name and style of M/s Ansal Properties & Industries Ltd.. The aforesaid multi-storeyed building was constructed on plot No. 15, 17 Keeling and 1 Keeling Lane, New Delhi which was given by way of perpetual lease to ex-lessees, and thereafter, permission was granted to them *vide* letter dated 14.07.1982 by respondent No.1 to construct multi-storeyed apartments.

10. Learned counsel for the petitioner has pointed out that the show cause notice issued was in violation of Section 8 of the Delhi Apartment Ownership Act, 1986 (for short “**Act**”). It is submitted that as per Section 8(3) of the said Act, a specific show cause notice ought to have been issued to each apartment owner for the alleged breaches as claimed by the respondent No.1. Attention of this Court has also been drawn towards Section 8 of the Delhi Apartment Ownership Act, 1986 which reads as under: -

“8. Right of re-entry.—

(1) Where any land is given on lease by a person (hereafter in this section referred to as the lessor) to another person (hereafter in this section referred to as the lessee, which term shall include a person in whose favour a sub-lease of such land has been granted), and any multi-storeyed building has been constructed on such lease-hold land by the lessee or by any other person authorised by him or claiming through him, such lessee shall grant in respect of the land as many sub-leases as there are apartments in such multi-storeyed building and shall execute separate deeds of sub-lease in respect of such land in favour of each apartment owner,—

(a) in the case of a multi-storeyed building constructed before the commencement of this Act, within three months from such commencement, or



(b) in the case of a multi-storeyed building constructed after the commencement of this Act, within three months from the date on which the possession of any apartment in such multi-storeyed building is delivered to him:

Provident that no sub-lease in respect of any land shall be granted except on the same terms and conditions on which the lease in respect of the land has been granted by the lessor and no additional terms and conditions shall be imposed by the lessee except with the previous approval of the lessor.

(2) Where the lessee has any reason to suspect that there had been any breach of the terms and conditions of the sub-lease referred to in sub-section (1), he may himself inspect the land on which the multi-storeyed building containing the concerned apartment has been constructed, or may authorise one or more persons to inspect such land and make a report as to whether there had been any breach of the terms and conditions of any sub-lease in respect of such land and, if so, the nature and extent of such breach, and for this purpose, it shall be lawful for the lessee or any person authorised by him to enter into, and to be in, the land in relation to which such breach has been or is suspected to have been committed.

(3) Where the lessee or any person authorised by him makes an inspection of the land referred to in sub-section (1), he shall record in writing his findings on such inspection [a true copy of which shall be furnished to the apartment owner by whom such breach of the terms and conditions of sub-lease in respect of the land appurtenant to the apartment owned by him has been committed (hereinafter referred to as the defaulting apartment owner)] and where such findings indicate that there has been any breach of the terms and conditions of the sub-lease in respect of such land, the lessee may, by a notice in writing, require the defaulting apartment owner to refrain from committing any breach of the terms and conditions of the sub-lease in respect of such land, or to pay in lieu thereof such composition fees as may be specified in the notice in accordance with such scales of composition fees as may be prescribed.”

(emphasis supplied)

11. Learned counsel for the petitioner further relies upon judgment dated



28.05.2010 of learned Division Bench of this Court in W.P.(C) 1959/2007 and on an order dated 13.07.2012 passed in said writ petition to submit that all issues relating to the multi-storeyed buildings will be governed by the said Act.

12. It is further submitted that even as per the preamble of the Act it can be seen that the provisions of said Act are applicable to the multi-storeyed building. Attention of this Court has further been drawn towards the preamble of the said Act which reads as under: -

“An Act to provide for the ownership of an individual apartment in a multi-storeyed building and of an undivided interest in the common areas and facilities appurtenant to such apartment and to make such apartment and interest heritable and transferable and for matters connected therewith or incidental thereto.

Whereas with a view to securing that the ownership and control of the material resources of the community are so distributed as to subserve the common good, it is expedient to provide for the ownership of an individual apartment in multi-storeyed building and of an undivided interest in the common areas and facilities appurtenant to such apartment and interest heritable and transferable and to provide for matters connected therewith or incidental thereto.”

(emphasis supplied)

13. Learned counsel appearing on behalf of the respondents submits that no show cause notice was issued to the apartment owners as respondent No. 2 recognised the lessees as personally responsible for any of alleged breaches in the apartments, and therefore, no notice was required to be issued to the separate apartments owners. It was submitted that respondent No. 2 would not have details of the individual apartment owners and therefore, the notice was issued to the lessee.



14. In the considered opinion of this Court, Section 8(3) of the aforesaid Act clearly lays down that the show cause notice will have to be issued to the individual apartment owner. The apartment owner must have to be put to notice for the alleged breaches of the terms and conditions of the lease and in the present case, admittedly no such show cause notice in terms of Section 8(3) of the Act was issued to the apartment owners. The impugned order of re-entry dated 02.08.2000 is based upon a show cause notice which was issued in violation of the provision of Section 8(3) of the Act.

15. In these circumstances, the impugned order dated 02.08.2000 is set aside.

16. Respondent No.1 will be at liberty to initiate fresh show cause notice in accordance with law.

17. The present petition has been disposed of with respect to the aforesaid issue and all other legal contentions of both the parties are left open.

18. Pending applications, if any, also stand disposed of accordingly.

19. Order be uploaded on the website of this Court *forthwith*.

AMIT SHARMA, J

NOVEMBER 01, 2025/kr/sg