



2025:0HC:11875-08



\$~

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

%

*Judgement reserved on: 02.12.2025**Judgement delivered on: 24.12.2025*

+ LPA 553/2019, CM APPL. 38711/2019 and CM APPL. 38714/2019

PANCHKUIAN FURNITURE MARKET ASSOCIATION

.....Appellant

Through: Mr. Harish Malhotra and Mr. Lovkesh Sawhney, Senior Advocates along with Mr. Anoop Kumar, Mr. Kartik Dhingra and Mr. Rohit Kumar, Advocates.

versus

DELHI METRO RAIL CORPORATION & ANR.

.....Respondents

Through: Mr. Pushkar Sood, SPC along with Ms. Shikha Sood, Mr. Anmol Vashisht and Mr. Samarth Sood, Advocates for R-1.
Ms. Manisha Agrawal Narain, CGSC with Mr. Navneet Saharan, Advocate.**CORAM:****HON'BLE MR. JUSTICE ANIL KSHETARPAL****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR****JUDGEMENT****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Letters Patent Appeal, seeks to challenge the **Judgment dated 29.05.2019¹** passed by the learned Single Judge of

¹ Impugned Judgement



this Court in case being W.P.(C) 7775/2016, titled as '*Panchkuian Furniture Market Association (Regd.) v. Delhi Metro Rail Corporation & Anr*'.

2. By way of the Impugned Judgement, the learned Single Judge has rejected the contentions of the Appellant to the effect that the sub-lease in favour of the members of the Appellant should have corresponded with the original terms of the demise of the land upon the Respondents herein, ergo that the lease should be for a period of 99 years. By the Impugned Judgment, the learned Single Judge has also negated the plea of the members of the Appellant that the members would, as lessees in perpetuity become beneficiaries to the entire bouquet of rights appurtenant thereto and in particular, the right to transfer the same.

BRIEF FACTS:

3. The brief factual matrix relevant for the purposes of adjudicating the present Appeal is as follows:-

- (a) The Appellant is a Registered Association comprised of members who were carrying on their businesses, under the Licence/Tehbazari Rights granted by the erstwhile **Municipal Corporation of Delhi**², from shops located at Panchkuian Road, New Delhi.
- (b) The above-stated market located at Panchkuian Market, New Delhi, was required to be removed as Respondent No. 1 required the above-said land of the Panchkuian Market, for the construction of Delhi Metro Line-3, which came in the way of alignment of the then proposed Delhi Metro Line-3, which was

² MCD



being built by Respondent No. 1.

- (c) Respondent No. 2, taking into consideration the need of relocating the members of the Appellant for expediting the Construction of the said Delhi Metro Line-3, constituted a committee to address the issue of relocation and rehabilitation of the members of the Appellant. The Committee met on 18.07.2003, wherein it recommended that land admeasuring 1.55 hectare at Bhai Vir Singh Marg be handed over by the **Land and Development Office**³ to Respondent No. 1, for the relocation and rehabilitation of the members of Appellant.
- (d) The recommendation of the committee came to be accepted by the competent authority of Respondent No. 2 and Letter of Allotment dated 09.10.2003, conveying the sanction of the President of India for allotment of land measuring 21403.20 sq. meters as shown in the L&DO's Plan No. 3274/1 at Bhai Vir Singh Marg, New Delhi, to Respondent No. 1 for relocation and rehabilitation of affected shop keepers of Panchkuian Road, came to be issued and Respondent No. 1 was handed over the vacant and peaceful possession of the said land.
- (e) Through the erstwhile MCD, Respondent No.1, *vide* Notices dated 19.10.2005, terminated the License/Tehbazari Rights, giving the members of the Appellant seven days' time to remove their respective permanent structures.
- (f) Against the termination notices, the Appellant filed W.P.(C) No. 17190-17272/2005 before this Court. The learned Single Judge, *vide* order dated 02.06.2006, allowed the petition and restrained Respondent No. 1 and MCD from evicting or

³ L&DO



demolishing the Appellant's members' shops without due process, noting their long-settled possession.

- (g) Aggrieved by the aforementioned decision of the learned Single Judge, Respondent No. 1 and MCD filed LPA No. 1609/2006.
- (h) In the said LPA, a consent Order dated 22.08.2006, came to be passed, and which consent was based on the proposal of Respondent No.1 and as vocalised by their counsel that all the erstwhile licence holders, would be permitted to carry on their business for a limited duration and were allowed to continue their business on a 30 year lease at a concessional rate. The members of the Appellant reached a consensus and which consensus came to be recorded *vide* orders dated 15.09.2008 and 17.09.2008. The matter ultimately came to be disposed of 13.07.2009 and was modified by order dated 01.10. 2010.
- (i) Subsequent thereto, the parties herein came to sign individual leases which set out the relevant terms and conditions governing the relationship between them for 30 years. The members of the Appellant took possession and started running their business and continue to do so.
- (j) The members of the Appellant relocated to the designated area and continued to conduct business from there peacefully and without any protest till some time in mid 2016, when, by way of a legal notice from the Appellant Association, the Appellant sought to raise all the contentions that are articulated in the Writ Petition as well as in the Appeal herein.
- (k) In the said notice, the members of Appellant stated that it came to their notice that the duration of the lease deed of 30 years as



executed by Respondent No. 1 was at variance with and contrary to the terms of allotment, and the terms with regard to Right to Sell/Assignment of the Appellants were ambiguous, wherein Clause 20 of the Lease Deed posited a complete prohibition on selling or assigning their shops. They further called upon Respondent No. 1 to correct the alleged wrong done by it and execute an addendum to the already executed and existing lease agreement.

- (l) Respondent No. 1 *vide* a letter dated 08.06.2016, in reply to the above-said legal notice dated 13.05.2016, refused to do so.
- (m) Aggrieved by the refusal by Respondent No. 1, the Appellant filed Writ Petition assailing the terms of the lease agreement seeking increase in the duration of lease to 99 years from the settled term of 30 years and asserted that the members of the Association had a right to sell/assign their shops, which was otherwise expressly prohibited by the said agreement.
- (n) The learned Single Judge *vide* Impugned Judgement dated 29.05.2019 dismissed the said Petition.

4. Aggrieved by the dismissal of the Petition by the learned Single Judge, the Appellant has preferred the present Appeal before this Court.

CONTENTIONS OF THE APPELLANT:

5. Learned Senior Counsel for the Appellant would contend that the allotment of land to Respondent No. 1 - **Delhi Metro Rail Corporation**⁴, was for the purpose of rehabilitation. He would rely

⁴ DMRC



2025-DHC-11875-08



upon the terms of the **allotment letter dated 09.10.2003⁵** and in particular Paragraphs 1, 2(v) and (xv), which read as under:-

“Sir,

I am directed to convey the sanction of the President of India to the resumption of land area measuring 21403.20. sq. meters out of area measuring 9.07 acres allotted to NDMC vide allotment letter No. L&DO/L-V- 16(518)/196 dated 23.4.2002 for Phase-II of Sub-District-cum-communiy centre in DIZ area, Gole Market, New Delhi and allotment of land area measuring 21403.20 sq. mtrs. as shown in L&DO's Plan No. 3274/1 at Bhai Veer Singh Marg, New Delhi to Delhi Metro Rail Corporation for relocation of affected shop keepers of Panchkuian Road on usual terms and conditions.

2. The allotment will be subject to the terms and conditions to be given in the Memorandum of Agreement and Perpetual Lease, which shall also include the following:-

(v) The allottee shall use the land only for the purpose for which it has been allotted and not for any other purpose. The utilization of this land for any other use except for project related activities would be subject to the prior approval of the Lessor at its sole discretion and the decision of the Lessor for allowing/non-allowing any such use shall remain final and shall be a binding on the allottee.

(xv) The land hereby being allotted is commercial and therefore the final terms & conditions for allotment of this land would be decided after details on modalities for allotment of shops which are proposed to be allotted to rehabilitation of affected shopkeepers of Panchkuian Road are received from DMRC. The DMRC would remain liable to abide by the final decision of the government as and when the same be taken in this regard.”

6. He would strenuously contend that the dominant objective of the allotment was rehabilitation of the shopkeepers at Panchkuian Road and resultantly, the benefits as conferred by the Government on the DMRC for the purpose of fulfilling the said objective should be

⁵ 2003 allotment letter



2025-DHC-11875-08



meaningful and accordingly, the tenure of the lease as granted to DMRC should *ipso facto* enure to the benefit of the shopkeepers.

7. He would effectively contend that the 99 year lease to the DMRC would necessarily have to be read to mean that the shopkeepers should also enjoy the lease for 99 years. He would contend that the action of the DMRC in curtailing the tenure to a period of 30 years without extending the benefit of 99 years lease as has been bestowed upon the DMRC runs contrary to the objective sought to be achieved.

8. He would thereafter contend that the proscription *qua* the further sub-lease of the properties was contrary to the regular lease as entered into by authorities like the **Delhi Development Authority**⁶ and also that since the original objective was to ensure that the shopkeepers at Panchkuian Road get the benefits of the relocation and considering they have paid the cost of construction of the premises under which they currently operate, they should also be permitted a clear run on the entire set of rights, inter alia, that of alienation/ sub-lease/ transfer, that would run concomitant with the object of the policy.

9. He would further rely upon the **Government Grants Act, 1895**⁷, in particular Sections 2 & 3 thereof, to contend that the DMRC was mandated to carry out the purpose and could not have varied the terms of the allotment and in his opinion, the curtailing of the lease to a period of 30 years and the embargo placed on any rights to transfer was against the mandate of the allotment.

⁶ DDA

⁷ GG Act



2025-DHC-11875-08



10. Learned Senior Counsel for the Appellant would also rely upon the Relocation Policy dated 25.10.2006 and in particular Para 6 thereof. For the sake of convenience and brevity, Para 6 of the Relocation Policy dated 25.10.2006 is reproduced herein below:-

“6. Wherever the land is available in the nearby vicinity, the project-affected shopkeepers may form the Association and the land may be allotted on 99 years lease to the Association for constructing the shops for its members only. As the end use of the land will be commercial, the prevalent market rate for the commercial use will be charged as notified by the Government of India, Ministry of Urban Development and Poverty Alleviation (Lands Division) from time to time. In addition, ground rent will levied as per the government policy. The payment for land and ground rent will be made to the concerned local body owning the land and in case there is more than one local body agency owning the land, the same will be shared proportionately on the basis of their ownership of the land. The shops will be constructed by the Association according to the sanctioned Building Plans by MCD/DDA, as the case may be. The allotment of constructed shops will be made by the concerned ADM/LAC on the pattern of the Lease Deed of DDA in the presence of office bearers of the Association. As far as possible, the allotment of alternate space for shops shall be prorata according to the floor area of the land acquired/given up by the shop-keepers for construction of MRTS-I. Any area made available in excess of the area acquired, shall revert to the land owning agency for the purpose of allotment to other project affected persons as deemed fit.”

CONTENTIONS OF THE RESPONDENTS:

11. **Per contra**, learned counsel for the DMRC would submit that the 2003 allotment letter came to be **amended by a letter dated 30.03.2009⁸**. He would submit that the Government of India, in line with the globally accepted norms for carrying out the capital-intensive projects and recognizing that the only manner in which such projects could be truly sustainable would be to enable the agencies like the DMRC to monetise their resources optimally.

⁸ amended 2009 allotment letter



2025:0HC:11875-08



12. He would submit that in line with the same, the earlier allotment was modified and the predominant purpose for such allotments was not restricted to the rehabilitation. He would submit that by the said amendment/modification, the objective of allotment was expressly enlarged to include within it, property development rights for the purpose of unlocking the maximum value possible in respect of the lands that had been allotted. He would, in particular, rely upon Paragraphs No. 2, 3(ii), (iv), (v), (xi) and (xv) of the letter dated 30.03.2009 to substantiate his submissions, which read as under:-

“2. Property Development by Metro projects is in line with the global examples as Metros are highly capital intensive projects and the only way they can remain financially healthy, without Government subsidies, is to increase the non-operational revenues i.e, revenues from advertisements, retailing, real estate at Metro stations and outside and parking lot revenues to the extent of 40-50% of the total revenues as in the case of Hong Kong Metro. These commercial activities apart from enhancing the appearance and ambience of the stations, attract more commuters to the metro system, improving ridership and assisting in traffic integration. However, because of restrictive conditions in the allotment letter, DMRC has not been able to pursue its property development initiatives at the required pace.

3. In order to facilitate the property development proposals of DMRC and to undertake certain safeguards to ensure that while maximising revenue generation, the land/property also reverts to Government/DMRC after a specified period, sanction of the President is hereby accorded for implementation of the following guidelines with immediate effect :-

(ii) While notifying land acquisition, the aspect of property development would also be suitably taken care of.

(v) Property development on acquired land shall also be considered as part of the “project”.

(xi) The terms and conditions of the lease will be suitably drafted to prevent loopholes and to ensure reversion of



2025:0HC:11875-08



land to Government/DMRC after the lease/sub-lease/licence/ concesssion period.

(xv) All allotment letters issued in the past by various agencies shall be modified to include provisions to enable property development by incorporating the above mentioned clauses suitably. All future allotment letters shall also include similar provisions. The format for amendment/modifications in the land allotment/transfer letters would be got legally vetted by Land and Development Officer (L&DO) from Ministry of Law and Justice and followed uniformly by land allotting agencies like L&DO and DDA.”

13. He would also refer to and rely upon the letter dated 10.11.2009 to further support his contention and in particular, Clauses 1, 3 & 4 of the tabular statement, which read as under:-

“ ...

Sr. No.	Clause existing in the allotment letters stand deleted in the allotment letters mentioned in the list enclosed.	Clause as modified including additional clauses stand inserted in the terms and conditions mentioned in the allotment letters as indicated in the enclosed list
1.	The allottee will use the land for the purpose for which it has been allotted and not for any other purpose. <i>Or</i> The allottee shall use the land only for the purpose for which it has been allotted and not for any other purpose. The utilization of this land for any other use except for project related activities would be subject to the prior approval of the Lessor at its sole discretion and the decision of the Lessor	The allottee will use the land for the purpose for which it has been allotted and is also authorized to lease/sublease/licence/concession the land for raising revenue from the property development.

Signature Not Verified

Digitally Signed
By: HARVINDER KAUR
BHATIA
Signing Date: 24.12.2025
16:49:11

LPA 553/2019

Page 10 of 19



2025:0HC:11875-08



	for allowing/non-allowing any such use shall remain final and shall be binding on the allottee.	
3.		The allottee shall ensure that property development is undertaken only on lease/sub-lease/licence/ on concession basis and not on freehold basis. While undertaking property development, the allottee shall ensure that only those property development which will fetch maximum revenue on a sustainable basis is undertaken. Land may normally not be leased/sub-leased/licensed/given on concession basis for residential development. The allottee will also put in place an efficient lease management mechanism to regulate such lease/sub-lease/licence/concession
4.		While undertaking property development by the allottee, the terms and conditions of lease/sub-lease/licence/concession shall be suitably crafted by the allottee to ensure that the land with assets pertaining thereto shall revert to Government/allottee after the expiry of the term or period thereof.

.....”

14. Learned counsel for the Respondents would thereafter refer to the Memorandum of Agreement dated 28.05.2015 and submit that the same was in line with the amended 2009 allotment letter, which permitted property development. He would also contend that the DMRC, having been allotted the land only for a period of 99 years, could not have extended the same benefit to the members of the

Signature Not Verified

Digitally Signed
By: HARVINDER KAUR
BHATIA
Signing Date: 24.12.2025
16:49:11

LPA 553/2019

Page 11 of 19



Appellant herein since said time period would have overshoot the period of lease granted to the DMRC itself.

15. He would thereafter rely upon the Order dated 22.08.2006, which was a consent order passed by the Coordinate Bench of this Court and by which the Appellant herein assented to the terms and conditions as had been proposed by the DMRC. He would submit that it is on the basis of this consent order and the subsequent orders in the LPA whereby the parties had arrived at a consensus, that the shop lease agreements as between the parties came to be executed. He would, therefore, submit that, by virtue of the terms and conditions as set out therein, read in conjunction with the consent expressed and as recorded in the various orders, *inter alia*, Order dated 22.08.2006, the Appellant herein was estopped from raising any grievance.

16. He would further contend that the present writ petition has been filed after a period of about five and a half years from the date of entering into the shop lease agreement and is, therefore, barred by delay and laches and is a clear abuse of process. He would also seek to repel the submission of the learned Senior Counsels for the Appellant with respect to the applicability of the GG Act, by contending that the same is not a demise of the property in its entirety and therefore, could not be considered a grant.

17. He would also contend that the said Act, having been repealed in 2018, any reference to the same is unmerited. He would thereafter seek to dwell upon the financial considerations that are necessitated in the running of any capital-intensive operations like the DMRC and reiterate that the Government of India, in recognition of the practical and pragmatic requirements, has consciously modified the terms of allotment.



ANALYSIS:

18. We have given our anxious consideration to the contentions of the parties herein and, with their able assistance perused the relevant records.

19. We are of the considered view that the present Appeal is a complete abuse of the process of the Court. The present Appeal appears to be a re-enactment of the Arabian fable of the “camel in the tent”. The English proverb, “Give them an inch and they’ll take a mile” may also be appropriate in the present case.

20. The members of Appellant originally were only *tehbazari* right holders and the licensees for short periods of 11 months. These licences were required to be renewed every 11 months. When the area, where the members of Appellant were carrying on their business, was sought to be acquired, they challenged the said process and the same culminated in the Order dated 22.08.2006 wherein they unequivocally and unambiguously accepted the terms proposed by the DMRC.

21. It would need to be emphasized that the terms that had been proposed by the DMRC and accepted by the members of the Appellant herein, and which they continue to enjoy the benefits of, was clearly a step-up from the earlier regime of legal rights that they enjoyed. They were promised a 30-year tenure for the purpose of running their business. This obviated their subjection to any bureaucratic *red-tapism* with respect to renewals or any other issues thereof.

22. It would also need to be observed that in 2011, when they were conferred these leasehold rights, they had ultimately made over a sum of Rs. 9,54,884/- for the purpose of acquiring a 30 year right to carry



on business. This was merely the cost of construction, and as accepted by the Appellants, and in no manner even a fraction of the commercial value of the said place.

23. The present attempt on the part of the Appellant is clearly reprehensible. Despite having benefited considerably from the extremely concessional stand taken by the Respondents herein, the fabled camel, namely the members of Appellant herein, would seek to evict the Lessee/beneficiary DMRC itself from its tent.

24. We also take note of the substantial delay on the part of the Appellant herein to prefer the present Appeal. To our minds, the inordinate delay does not appear to be *bona fide*, keeping in view the fact that the present Appeal has been preferred after the passage of 5 and a half years of the consent order and the members of the Appellant entering into the lease agreement before this Court.

25. We also deem it appropriate to set out the relevant paragraphs of the impugned Judgment to put things in perspective, and which are reproduced herein for the sake of brevity:

“5. Before proceeding to address the aforesaid controversy, it would be relevant to note that the Shopkeepers were served with notices terminating their licenses / tehbazari rights in respect of shops at Panchkuian Road. Aggrieved by the same, the Shopkeepers had challenged the said action of DMRC, by filing a writ petition before this Court being W.P.(C) NO. 17190-272/2005. The Coordinate Bench of this Court had passed an order dated 02.06.2006 in the aforesaid proceedings, restraining DMRC and MCD from demolishing the shops at Panchkuian Road without following due procedure of law. The said order was challenged by DMRC and MCD in an appeal filed before the Division Bench of this Court (being LPA No. 1609 of 2006). Before the Division Bench, a proposal was made on behalf of DMRC/MCD that the license holders (the Shopkeepers) at Panchkuian Road whose license were terminated would be rehabilitated at another site by providing an area of approximately 160 sq. feet on a lease for a period of thirty years on a concessional rate. The said offer was



2025:DMC:11875-08



recorded in an order dated 22.08.2006 passed in LPA 1653/2006, which is set out below:

"Without prejudice to the rights and contentions of the parties, Mr. Jaitley has given a proposal that all the licence holders, although their licences were terminated, shall be given a lease for 30 years on concessional rate, which, according to him, comes to Rs. 9.5 lacs approximately for an area of about 160 sq.ft. At the first instance, all the furniture market licensees numbering about 200 shall be allocated space in the existing building, i.e. 49 shall be allocated on the ground floor and rest on other floors of the building.

However, the plans shall be sanctioned by NDMC and a building shall be constructed adjoining the said building which is already constructed and remaining furniture shops of upper floors shall also be given space on the, ground floor in the proposed building.

Counsel for the respondents pray for some time to seek instructions from their respective clients. Renotify on 29.08.2006 Standing Counsel for respondent-NDMC shall remain present on the date fixed.

Dasti."

6. Concededly, the aforesaid offer was accepted and the parties arrived at a settlement, whereby it was agreed that the Shopkeepers would be allotted shops at DMRC's Commercial Complex at Bhai Vir Singh Marg. Thereafter, DMRC had constructed the Commercial Complex at Bhai Vir Singh Marg and the Shopkeepers were allotted shops on leasehold basis for a period of thirty years. Admittedly, the lease agreements were entered into between the individual Shopkeepers (members of the petitioner association) and DMRC, sometime in January, 2011. A copy of one such lease agreement has been placed on record. The recital of the lease agreement reads as under:-

"a) As per Hon'ble High Courts directives the affected shop keepers are allotted a shop in DMRC's Bhai Veer Singh Marg Comm

b) 7. DMRC having considered the request of the shopkeepers has agreed to provide a covered space admeasuring 14 Sq. mtr to the shopkeeper for a period of 30 years starting from the date of handing over possession as per the terms and conditions given in this agreement.ercial Complex."

7. DMRC having considered the request of the shopkeepers has agreed to provide a covered space admeasuring 14 Sq. mtr to the shopkeeper for a period of 30 years starting from the date of handing over possession as per the terms and conditions given in this agreement."The Shopkeepers had entered into the lease agreements respectively, without any protest or reservation. It is

Signature Not Verified

Digitally Signed
By: HARVINDER KAUR
BHATIA
Signing Date: 24.12.2025
16:49:11

LPA 553/2019

Page 15 of 19



2025-DHC-11875-08



also not disputed that the said lease agreement was in conformity with the settlement arrived at before the Division Bench of this Court. Clearly, in this view, it would not be open for the members of the petitioner association to raise any dispute or controversy, considering that they had willingly entered into the lease agreements with DMRC.

8. Mr Malhotra, learned senior counsel appearing for the petitioner had also referred to the rehabilitation policy framed by DMRC, which expressly provided that "wherever the land is available in the nearby vicinity, the project affected shbpkeepers may form the Association and the land would be allotted to the association on 99 years lease to the Association for constructing the shops for its members only." He had further pointed out that the policy also provided that the lease would be on the pattern of the lease deed of DDA. On the strength of the aforesaid policy, he contended that the sub-lease in favour of the members of the petitioner ought to be for a period of ninety-nine years and the Shopkeepers must have the option to transfer their leasehold interest, if they so desire.

9. The aforesaid contentions are unmerited. First of all, as noticed above, the sub-lease has been granted to the members of the petitioner in terms of the settlement that was arrived at before the Division Bench of this Court. The offer made by DMRC expressly stipulated that shops would be provided to the Shopkeepers for a lease of thirty years. And, this was accepted by the Shopkeepers without any reservations. Secondly, the petitioner's case does not fall within the scope of the relevant paragraphs referred to by Mr Malhotra. In the present case, shops have been allotted to the Shopkeepers directly. This is not a case where the land has been leased to an association for construction of shops. It is also relevant to note that this option- that is the option of allotting land on leasehold basis to association of PAPs for construction of shops was available only in cases where land was available in the vicinity. Therefore, this case where shops were allotted directly to the Shopkeepers cannot be equated with the allotment of land in the vicinity of the project to an association of PAPs for further development and rehabilitation of the PAPs.

10. The condition in the lease agreement entered into between DMRC and the Shopkeepers, prohibiting them from transferring their rights in the lease shops, also cannot be assailed. It must be understood that the shops were provided only for the purpose of rehabilitating the Shopkeepers (erstwhile shopkeepers at Panchkuian Road) and not for the purpose of granting them any state largesse that could be monetised by them. Shops have been provided to the Shopkeepers to ensure that they are able to earn their livelihood. In this view, the condition prohibiting transfer of leasehold interest by the Shopkeepers is in conformity with the purpose for which such shops were allotted. This Court finds no



2025-DHC-11875-08



infirmity with the condition proscribing them from transferring their rights.

11. In any view, it is not open for the petitioner to assail the same after its members (Shopkeepers) have willingly accepted the said condition by entering into the lease agreement with DMRC.

12. Insofar as the term of the lease granted by respondent no.2 to DMRC is concerned, the petitioner is not concerned with the same. DMRC has been granted a lease for ninety-nine years for the purpose of rehabilitating the Shopkeepers and, plainly, DMRC would have to comply with the said condition, failing which respondent no.2 would be free to take such action as it deems fit. The matter as to whether the premises in question could be used for any other purpose is a matter between respondent no.2 and DMRC. Insofar as the members of the petitioner association are concerned; their rights are strictly governed by the settlement arrived at before the Division Bench of this Court, and in terms of the lease agreement entered into between DMRC and them.”

26. As noted by the learned Single Judge, the attempt on the part of the members of the Appellant to raise any dispute or controversy of the present nature was unmerited, having willfully entered into the lease agreements based on the acceptance of the offer made by the Respondents before this Court.

27. Additionally, and as rightly observed by the learned Single Judge, the reliance by the learned Senior Counsel for the Appellant on the various clauses of the allotment itself and which primarily rested on the 2003 allotment letter, considering the modification in the terms and conditions thereof by the 2009 letter, the primordial objective appears to have undergone a sea change.

28. The reliance by the learned Senior Counsel for the Appellant on the clause relating to the 99 year lease is also unmerited since the same pertains to a different species of persons being an association and in respect of land which was available in the vicinity and also to cases where market rate and ground rent was also to be paid. Not only that, as per the said clause, the shops were to be constructed by the Association itself. In the present case, none of these conditions are



met. All the charges etc. are paid by the DMRC and the shops have also been constructed by the DMRC.

29. Assuming on demurrer that the GG Act, would apply in the present case; given the fact that the original terms of allotment stand modified, we do not think it necessary to dwell further upon the same. The entire argument that the objective was rehabilitation and rehabilitation alone is clearly thrown out of the window, the moment we consider the substantial modification that the terms of allotment underwent and which is apparent from the allotment letter dated 10.11.2009. This is further evidenced by the Memorandum of Agreement and the clauses thereof as well as the Shop Lease Agreement.

30. We are in complete agreement with the conclusions rendered by the learned Single Judge and are of the firm opinion that no interference is warranted.

31. We also concur with the learned Single Judge that not only is there any need to tinker with the 99 year lease, there also arises no occasion to vary the prohibitory terms of the shop lease agreement in respect of any transfers thereof.

32. We are in agreement with the conclusions of the learned Single Judge that since the shops have been provided to the members of the Appellant herein for the purpose of running their livelihood, the same cannot become a concessional transfer of property rights in their entirety, and would, at best, constitute *recompense in personam* and more with a view of ensuring that there is no deprivation of livelihood. This limited right as granted to the Appellant cannot be treated as a transfer of complete ownership or proprietary rights over



the same and thereby permitting them to deprive the DMRC the right to enjoy the rights granted to it.

DECISION:

33. As a result of the aforesaid discussion, we are of the view that there is no infirmity with the judgment impugned herein and the present Appeal has no merit and is, therefore, dismissed.

34. Accordingly, the present Petitioner, along with pending application(s), stands disposed of.

35. No Order as to costs.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.
DECEMBER 24, 2025/tk/va/dj