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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **LPA 208/2017 and CM Nos.11973/2017, 10943/2019, 10945/2019**
49848/2022 and REVIEW PET. 100/2019

CHAMPA DEVI DECEASED THROUGH LRSAppellant
Through: Mr Kirtiman Singh, Senior Advocate
with Ms Prachi Nirwan, Advocate.

Versus

DELHI DEVELOPMENT AUTHORITY & ANRRespondents
Through: Mr Kailash Vasdev, Senior Advocate
with Mr Arun Birbal and Ms Latika
Malhotra, Advocates for R-1/DDA.
Mr Bhagvan Swarup Shukla, CGSC
with Mr Mukesh Kumar Pandey and
Mr Satyam Singh, Advocates for
UOI.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
26.03.2025

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1. The appellant has filed the present appeal, *inter alia*, impugning an order dated 31.01.2017 passed by the learned Single Judge in W.P.(C) 781/2017 captioned *Champa Devi v. Delhi Development Authority & Anr.* [the Impugned Order].

2. The appellant had filed the afore-mentioned writ petition [W.P.(C) 781/2017], *inter alia*, praying as under:

“A. Allow the present petition and set aside / quash the impugned show cause notice dated 17.02.2016 and



orders dated 05.08.2016 and 14.10.2016 passed by the Respondent No.2.

B. Direct the Respondent No.1 to obtain the NOC from the Respondent No. 2 with respect to the construction over the site in question or allot alternate site / plot of equal admeasurements and value within the vicinity.”

3. The appellant was, essentially, aggrieved by the show cause notice dated 17.02.2016 and orders passed by the Archaeological Survey of India [ASI] directing demolition of certain unauthorised construction, which was carried out by the appellant on the property described as “Plot admeasuring 145.88 square yards situated at Barapulla Nalla, Nizamuddin East, New Delhi” [**Subject Property**].

4. The subject property was leased to the appellant in terms of a perpetual lease deed dated 26.10.2015. The said lease deed was executed pursuant to the orders passed by a Coordinate Bench of this court in LPA 58/2009.

5. The learned Single Judge was not persuaded to accept the prayers made by the appellant and had found no reason to set aside either the show cause notice or the orders passed by ASI. However, during the proceedings, the appellant had made a request that an alternate property be allotted to the appellant. This was on the context the restrictions imposed by ASI. In view of the said restrictions the appellant would not be in a position to derive full benefits of the subject property as was contemplated by the appellant. However, this prayer was also declined.

6. In the aforesaid context, the appellant has filed the present appeal. We find no infirmity with the decision of the learned Single judge to decline



to quash the show cause notice and the orders passed by ASI, which were impugned in the writ petition [being W.P.(C) 781/2017].

7. Mr Kirtiman Singh, the learned senior counsel appearing for the appellant also fairly states that he does not wish to agitate any relief against the ASI in respect of the orders that were impugned in the writ petition. He, however, submits that the impugned order passed by the learned Single Judge cannot be construed as impeding the appellant to otherwise enjoy the benefits of the subject property leased to the appellant in terms of the perpetual lease deed dated 26.10.2015 and in accordance with law.

8. Mr Vasdev, the learned senior counsel appearing for Delhi Development Authority [DDA] also fairly states that DDA has not taken any steps to cancel the said perpetual lease deed and subject to the appellant using the subject property in accordance with law and complying with the terms and conditions of the perpetual lease deed dated 26.10.2015, the DDA will not have any recourse to cancel the said lease deed.

9. Mr Kirtiman submits that one of the issues which may arise is that the lease deed expressly requires the appellant to carry on construction within a specified period, which according to the ASI cannot be done as the subject property falls within a prohibited area of a centrally protected monument. Clearly, the perpetual lease cannot be cancelled on account of not taking steps, which are otherwise prohibited in law.

10. In view of the above, Mr Kirtiman seeks to withdraw the present appeal while reserving all rights and contentions of the appellant.

11. The appeal is dismissed as withdrawn. All pending applications are



also disposed of.

12. All rights and contentions of the parties are reserved. All interim orders are vacated. The adverse observations made in the order dated 01.05.2018 are also effaced.

VIBHU BAKHRU, J

TEJAS KARIA, J

MARCH 26, 2025

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Click here to check corrigendum, if any