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

Reserved on: 19th August, 2025
Pronounced on: 26th November, 2025

\+ **W.P.(C) 7979/2010 & CM APPL. 20593/2010, CM APPL. 18388/2018, CM APPL. 19024/2019, CM APPL. 5749/2023, CM APPL. 10842/2023, CM APPL. 45823/2024**

SMT. JASLEEN RAVI INDER SINGH & ORS .....Petitioners

Through: Mr. Lalit Gupta, Mr. Priyansh Jain, Mr. Anmol Ghai & Ms. Ishita Nautiyal, Advs.

versus

LAND AND DEVELOPMENT OFFICE & ORS .....Respondents

Through: Mr. Mukul Singh, CGSC with Ms. Ira Singh & Mr. Aryan Dhankar, Advs. for R-1.
Mr. Nalin Hingorani, Advs. for R-2 & 4.
Mr. Ranjeet Pandey & Ms. Mansha, Advs. for R-3.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

JUDGMENT

AMIT SHARMA, J.

1. The present petition under Article 226 of the Constitution of India, 1950 seeks the following prayers: -

> "a) issue an appropriate writ order or direction restraining Respondent No.1 from forcibly demolishing the Petitioners

property described as "Army Press" (Site No.1 and 2), Old Khyber Pass, Delhi, measuring 1013 sq. yds. and/or interfering in the peaceful use possession and enjoyment of the said property by the Petitioners.

b) Issue an appropriate writ, order or direction thereby prohibiting the Respondent No.1 from taking any coercive action against the Petitioners described as "Army Press" (Site No.1 and 2), Old Khyber Pass, Delhi.

c) Issue an appropriate writ, order or direction thereby directing and commanding the respondents, respondents no 3 and 4 in particular to mutate the said property in favour of the petitioners.

d) Issue an appropriate writ, order or direction(s)and commanding the respondents, respondent no 3 and 4 in particular to execute a lease in favour of the petitioners regarding the said property for a period of 99 years

e) Pass such other and/or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

2. Subsequently, during the pendency of proceedings, the present petition was sought to be amended by the petitioner by way of an application, ***CM No. 32364/2017***, which was allowed by learned Predecessor Bench of this Court *vide* order dated 01.12.2017. The amended petition sought the following prayers: -

"a) Issue a writ, order or direction of any nature which this Hon'ble Court may deem fit in favour of the Petitioners and against the Respondents thereby declaring that the Petitioners are absolute owners of the property described as "Army Press" (Site No. 1 and 2) Old, Khyber Pass, Delhi, comprising of freehold plot of land measuring 1013 square yards and the entire superstructure existing thereupon, having already paid full consideration amount in respect thereof and, if required, consequent to aforesaid declaration, direct the Respondents to take all requisite steps to regularise the sale of the property described as "Army Press" (Site No. 1 and 2) Old, Khyber Pass, Delhi, comprising of freehold plot of land measuring 1013 square yards and the entire superstructure existing thereupon, in favour of the Petitioners;

Without prejudice to the foregoing prayer, only in the event it is not granted, and strictly in the alternative:-

Issue a writ of mandamus or any other writ, order or direction of any nature which this Hon'ble Court may deem fit in favour of the Petitioners and against the Respondents thereby directing the Respondents to execute a perpetual lease deed (in case the property is found to be leasehold) or conveyance deed in favour of the Petitioners in respect of property described as "Army Press" (Site No. 1 and 2) Old, Khyber Pass, Delhi, comprising of plot of land measuring 1013 square yards and the entire superstructure existing thereupon, without calling upon the Petitioners to pay further sale consideration amount and/ or any other duty/ charges/ levy of any nature whatsoever on such terms as this Hon’ble Court may deem fit and proper;

b) Issue a writ of Certiorari or any other writ, order or direction of any nature which this Hon'ble Court may deem fit in favour of the Petitioners and against the Respondents thereby quashing the letter dated 24.08.2006 issued by the Respondent No. 1 **(Annexure-K);**

c) issue an appropriate Writ order or direction restraining Respondent No. 1 from forcibly demolishing the Petitioners property described as "Army Press" (Site No. 1 and 2), Old Khyber Pass, Delhi, measuring 1013 square yards and/ or interfering in the peaceful use possession and enjoyment of the said property by the Petitioners;

d) Issue an appropriate Writ order or direction thereby prohibiting the Respondent No. 1 from taking any coercive action against the Petitioners' property described as "Army Press" (Site No. 1 and 2), Old Khyber Pass, Delhi;

e) Issue an appropriate writ, order or direction thereby directing and commanding the respondent, respondents No. 3 and 4 in particular, to mutate the said property in favour of the petitioners; and/or

f) Pass such other and/ or further orders(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

3. The petitioners in the present petition are daughter-in-law and grand-children of late Sh. Devender Singh, who was a displaced person in terms of Section 2 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954[1]. It is the case of the petitioners that late Mr. Devender Singh had verified the existing claims against his property left at Pakistan in terms of Section 2(e) of the DPCR Act.

FACTUAL BACKGROUND AS PER THE PETITIONER

4. For adjudication of the present petition, the relevant facts as submitted by learned counsel for the petitioners are as under: -

a) Unfortunate partition of British India had taken place in the year 1947.

b) Late Sh. Devender Singh, admittedly, had been a displaced person.

c) That prior to 1947 Shop Site No. 1, Khyber Pass, Delhi, had been

[1] **Hereinafter referred to as "DPCR Act"**

given on leasehold basis to one K.B. Mazoor Ali by Govt. of India. Similarly, Shop Site No. 2, Khyber Pass, Delhi, was initially given on leasehold basis to one O. Badri Dass, which also was also later on transferred to K.B. Manzoor Ali. As such, K.B. Manzoor Ali was eventually given Shop Site No. 1 & 2, Khyber Pass, Delhi, on Leasehold basis by the Govt. of India.

d) However, during the partition of 1947, K.B. Manzoor Ali migrated to Pakistan and the said property became "evacuee property".

e) In order to sell/provide the subject property to displaced persons towards their rehabilitation, the valuation thereof was got done by Govt. of India on 04.06.1953 so as to arrive at a reserve price towards land, superstructure and machinery lying therein. It is pointed out that the Valuation Reports specifically provide for valuation of land and the superstructure under separate heads and the same provided as under: -

"(i)	Machinery …..	Rs. 81,003/-
(ii)	Structure …..	Rs. 1,49,840/-
(iii)	Land …..	Rs. 20,160/-
		Rs. 2,51,003/-"

f) In the meanwhile, DPCR Act was enacted in the year 1954 to provide for payment of compensation, grant of ownership and permanent rehabilitation to displaced persons. DPCR Rules in exercise of power conferred under Section 40 of the DPCR Act were also framed in the following year, *i.e.*, 1955, by the Central Government.

g) Sh. Devinder Singh (Father-in-Law of Petitioner No.1 and Grandfather of Petitioner Nos. 2 to 4) was a displaced person as per DPCR Act. Sh. Devinder Singh on 27.01.1957 participated in the public auction, *qua* the said property, conducted by the Government of India and was declared to be the highest bidder for the subject property at the said public auction conducted in terms of the DPCR Act, with a bid of Rs.3,05,000/- against the reserve price of Rs.2,51,003/-.

h) Further on 27.01.1957 itself, since Devinder Singh (auction purchaser) already had verified claims against his properties left in Pakistan, the auction purchaser was not required to make initial deposit of 10% of the bid amount on the fall of hammer but was called upon to submit an Indemnity Bond in favour of the President of India, in terms of Sub-Rule (8) of Rule 90 of the DPCR Rules, 1955. The said Indemnity Bond was duly furnished and was duly accepted by Managing Officer, for and on behalf of the President of India. It is pointed out that the Indemnity Bond clearly provides Schedule of property being subject matter of such public auction and reads as follows: -

> "**THE SCHEDULE ABOVE REFERRED TO**
> ALL THAT PIECE OR PARCEL OF LAND as detailed below situate at Khyber Pass known as Army Press containing by admeasurement as detailed below or

thereabouts and bounded on the North by Silk weaving factory, South by Lane, East by Lane, West by Alipur Road. TOGETHER WITH ALL buildings, privileges, easements and appurtenances whatsoever to the said piece of land belonging or usually hold or enjoyed therewith."

I. The aforesaid Indemnity Bond was furnished by auction purchaser and duly accepted by Govt. of India. The acceptance reads as follows:

"ACCEPTED

(Signature)________________________

FOR AND BEHALF OF PRESIDENT OF INDIA

Superstructure Evacuee Acquired Property. Site owned by Notified Area Committee, Civil Station, Delhi and on lease in favour of the President of the Union of India. The site consists of two pieces of land Known as Shop Site No.1 & Shop Site No.2. The area of Shop Site No.1 is 496 square yards or thereabouts and the area of Shop Site No.2 is 517 square yards or thereabouts. The annual lease money of Shop Site No.1 is Rs.496/- and annual lease money of Shop Site No.2 is Rs.517/-. The lease in respect of both the pieces of land ends on 31st March, 1959. The property offered for auction includes the machinery lying in the premises. Further terms of lease and plans of the building & machinery are opened to inspection. Vacant possession will be given to the auction purchaser."

i) On 06.11.1957, Highest Bid was also duly confirmed by the Regional Settlement Commissioner, Ministry of Rehabilitation, Govt. of India. The said communication is reproduced as under: -

"REGD. A.D.

No. ASC. AUC/Conf/EP/Army Press/NDS/57/17587-17589

Government of India

Ministry of Rehabilitation

Office of the Regional Settlement Commissioner

(Sales Unit)

35-P Block, New Delhi,

Dated the 6-11-1957.

Shri Davinder Singh S/o Dharam Singh,
94, Clive Road, Jullundher Cantonment.
Sub: Auction of Evacuee Property at Delhi Municipal No. Anny Press Civil Lines Sold on 27.1.59.
Sir,
With reference to your bid of Rs. 305000/- for the above said property this is to inform you that your bid has been accepted to the Regional Settlement Commissioner. You should deposit the purchase price Viz. Rs. 305000/- into the State Bank of India, New Delhi under the head "XLVI-MISC-Receipts on account of Displaced Person Receipts forming part of compensation Pool-Receipts, Challan to the Managing Officer (R.K. Kalra) at 'P' Block, New Delhi, Within 15 days of the issue of this intimation.

2. If you have a claim for property left in West Pakistan assessed in your name and you desire the purchase money to be adjusted against such verified claim you should within seven days of the issue of this intimation make an application to the said Managing Officer for adjustment of the purchase price from the compensation due to you giving the registration Nos. of compensation application forms already filed by you, If your own compensation does not cover the full purchase price you may also associate other claimants to make up the deficiency, provided that title in the property will be transferred to the purchaser and the associates in proportion to the amount contributed by cash by adjustment of compensation. The registration No. of compensation application form filed by such associate should also be communicated.

3. A copy of the application filed in compliance with para 2 above should be endorsed to the Asstt. Settlement Commissioner 35-P Block, New Delhi, on the same day.

4. If you are interested to get provisional possession, please contact Shri R.K. Kalra S.O./A.S.O.(P) Block, New Delhi alongwith the following documents.

1. Bid acceptance letter in original and an attested copy thereof. 2, Original copies of all claim assessment orders in your nem, solely or jointly and attested copy thereof. 3. Receipt issued to you at the time of registration of your compensation application and an attested copy thereof. 4. Attested copies of all claims assessment orders in favour of your associate. 5. Attested copies of receipts issued to your associate at the time of registration of their compensations application 6. Consent letter of your associates, if any.

Yours faithfully,
Sd/-
For Regional Settlement Commission"

j) The auction price was paid by the auction purchaser. Thereafter, Provisional Possession was handed over to the auction purchaser *w.e.f.* 01.11.1962. The terms and conditions of the Indemnity Bond already executed by auction purchaser and duly accepted on behalf of the President of India on 27.01.1957 were re-affirmed by Department of Rehabilitation, Govt. of India. The said communication is reproduced as under: -

"Government of India
Ministry of Works, Housing & Supply
Department of Rehabilitation
Office of the Regional Settlement Commissioner
(Management Wing)

No. MO/(Il)/Sales/ Jamnagar House, New Delhi Dated the 196

Subject:- Provisional Possession of Property known as Army Printing Press, Civil Lines, Delhi

Shri Devinder Singh son of Shri Dharam Singh whose bid of Rs. 3,05,000.00 (Rupees Three lacs five thousand only) of property, particulars of which are noted above, made at the auction held at Delhi on 27.1.57 has been accepted, is hereby informed that it has been decided to give him/her provisional possession of the said property subject to the terms and conditions stipulated in the INDEMNITY BOND & SPECIAL AFFIDAVIT already executed by him/her w.e.f. 1.11.62.
The issue of this letter is only provisional and does not constitute the transfer or complete title in the property which cannot be sold or mortgaged until the final letter of adjustment of compensation has been issued.

He is further requested to make his own arrangements to look after the property and henceforth the two Chowkidars posted on the premises will be paid by him till he relieves them.

Sd/-
(P.N. Oberoi)
Managing Officer (II)"

k) Sh. Devinder Singh, *i.e.*, the displaced person/auction purchaser expired on 16.01.1977. Authorized Chief Settlement Commissioner passed an Order on 26.10.1977 calling upon LRs of auction purchaser to pay *Chowkidari charges* (Watch and Ward Charges) by 01.12.1977, when the physical possession of the property was supposed to be given by the Government to the LRs of the auction purchaser and the transfer documents were also to be issued simultaneously. The said order dated 26.10.1977 passed by Authorised Chief Settlement Commissioner reads as under: -

"With delegated powers of Chief Settlement Commissioner, New Delhi.
No. 121.Auth.CSC/DLH/77(GLA)
New Delhi

Dated the 26th Oct. 1977

Aminder Singh son of late Shri Davinder Singh,
94-Hardayal Road, Jullundur Cantt.
…appellant
V/S
The Deputy Chief Settlement Commissioner/S.C.
Jaisalmer House, New Delhi. ... respondent

Present Shri Aminder Singh with his counsel Shri Tara Chand Dutt. S/Shri B.P. Maithani and M.R. Mehtani Managing Officers for the Department. Heard.

ORDER:

l. The present appeal dated 13.7.1977 under Section 23 of the Displaced Persons (Compensation and Rehabilitation) Act, is directed against the order of the Settlement Commissioner dated 22.1.1977 whereby he cancelled the sale of property known as "Army Press" Khyber Pass, Delhi purchased by late Shri Davinder Singh in public auction held on 27.1.1957 for a sum of Rs. 3,05,000/- forfeiting the earnest money paid by the auction purchaser.

2. I have considered the contentions advanced by the learned counsel for the appellant as also what the Depar-tment9s representatives have stated, in the background of the Memo of appeal; impugned order and the record of the case.

3. The present case appears to have had a chequered history in as much as the sale took place two decades ago in 1957 and thereafter for one reason or the other it had not been consummate the sale price stood paid but the transfer documents were not issued in respect of the property. It is not necessary at this stage, after the

parties had been heard, to go into the various aspects illegible present sale transaction. But finally when the parties appeared before me, Shri Dutt, counsel for the appellant, made an application dated 26.10.1977 saying that the appellant does not persist in the supply of the Inventory of the machinery etc by the Department. The appellant is also agreeable to take over physical possession of the property for which he has already paid Rs. 3,05,000/- being the full cost of the property.

4. As the appellant/auction purchaser (predecessor-in interest) was not agreeable to take possession of the property at one time, the Department had to engage a Chowkidar for safeguarding the property/interest of the Department/auction-purchaser. In the process the Department appeared to have incurred an expenditure of Rs. 30,000/- or so. As per the application of 26.10.1977, Shri Dutt has said that an amount of Rs. 13,500/4 had already been paid by late Shri Davinder Singh under protest as “Chowkidari” charges. According to the Department a balance amount of Rs. 14,862/- is payable by the auction purchaser towards “Chowkidari” charges so that after the full amount is paid, the Department could c0nsider/ take steps for transfer of the property to the auction purchaser/ his successors4in-interest after observing due formalities prescribed by law.

5. Counsel for the appellant has said that since the appellant has been ready and willing to pay for the property fully, the cancellation order concerning the sale of the property may be set aside, including the forfeiture order concerning earnest money and the sale restored.

6. In view of what the counsel for the appellant has said in his application dated 26.10.1977, and considering What the Department had to Write to Shri Davinder Singh, auction purchaser illegible just and fair if the appellant is given a fresh opportunity for the consummation of the transaction. Appellant has requested for the physical possession of the property

mentioned here-in-above from the Department, for which the appellant Will give a valid discharge/ acquaintance. Indeed the late Shri Davinder Singh, auction purchaser Was called upon in November, l976 for taking delivery of physical possession of the property, but as the auction purchaser evidently was not willing then for taking physical possession, the deal did not go through. It was also communicated to the late Shri Davinder Singh that in case he failed to take possession of the property as offered by the Department action for cancelling the sale would be taken, which eventually actually did happen as per the order now impugned in the present appeal. The parties who have appeared before me today are agreeable to hand-over/ take over the physical possession of the property.

7. Shri Dutt counsel for the appellant has said that as the appellant would take time to arrange for the balance amount of Rs. l4,862/- on account of "Chowkidari charges" for payment to the Department (under protest), sometime may be given to him. The application dated 26.10.1977 made by Shri Aminder Singh! his counsel has been seen by the Department9s representatives today. The Department representatives have said that it is only after the last rupee has been paid on the property that the physical possession could be given and the transfer documents issued to the auction purchaser/appellant and not until then.

8. I have considered the case in all its aspects occurring over the last 20 years and more and it seems to me that bearing the convenience/request of the appellant in mind, it would be fair and proper if the balance amount of Rs. l4,862/- is paid by a Bank Draft by the appellant to the Deptt. <u>By illegible</u>. Immediately on payment of this amount to the Department the latter will take necessary steps and observe due formalities for giving physical possession and for the issue of transfer documents favouring the auction purchaser/ his successors-in-interest.

9. The net result concerning the disposal of the present appeal is that the appellant Will pay up the balance "Chowkidar" charges mentioned here-in-above by 1.12.1977 When the physical possession of the property Will be given by the Department to the appellant and the transfer documents also issued simultaneously. Ordered accordingly.

10. It follows that if the time schedule as mentioned here-in-above is observed, the impugned order dated 22.1.1977 would stand set aside. In the event, however, of the appellant failing to comply with the requirements setforth in the foregoing paragraph, the present appeal would be deemed to have been dismissed.
Announced in the presence of the parties who are present today. They can have a copy of this order on usual terms.

-Sd-
(Gulabi L. Ajwani) Auth.
Chief Settlement Commissioner
26.10.1977"
(emphasis supplied)

It is further pointed out that there was no dispute raised by any Government department, including L&DO, regarding the entitlement of the auction purchaser/his LRs to the said property.

l) An amount of Rs.14862/- towards claim of *Chowkidar*i charges were paid on 30.11.1977 and duly accepted by the Government of India.

m) Thereafter, actual physical possession of the subject property was also handed over to the LRs of auction purchaser on 12.12.1977.

n) In the meanwhile, the process for substitution of LRs for issuance of Sale Certificate was initiated by widow and sons of the auction purchaser and they were substituted *vide* order dated 18.12.1991 passed by Managing Officer. Evacuee Property. The relevant portion of the said order is reproduced as under: -

> " Factom of the death of Shri Devinder Singh has been proved by the death certificate. In view of the above facts coupled with the documents adduced and the witnesses produced. I appoint Smt. Raminder Kaur Widow and Shri Ravi Inder Singh and Shri Aminder Singh both sons legal heirs of Shri Devinder Singh in equal share. Only for the purpose of issue of Sale Certificate pertaining to Army Press."

Further, the sons of the auction purchaser were substituted by Managing Officer, Evacuee Property on 08.04.1992 as the widow (wife of the auction purchaser) had also expired. The relevant portion read as under: -

> "…… In view of the above facts S/Shri Ravi Inder Singh and Aminder Singh are brought on record as legal heirs of the deceased Smt. Raminder Kaur wd/o late Devinder Singh for the purpose of issue of Sale Certificate of the property known as "Army Press".

o) It is further pointed out that *w.e.f.* 01.05.1989 Government of India, Ministry of Home Affairs (Rehabilitation division) transferred the residuary works under the DPCR Act to Delhi Administration for management and disposal (sale), thereby authorizing Delhi Administration to administer, manage and dispose (sell) of these lands/

properties.

p) Moreover, sons of the auction purchaser were also substituted and brought on record by Evacuee Property Cell, Land and Building Department, Delhi Administration on 27.04.1992.

q) Finally, on 24.07.1992 Land and Building Department, Delhi Administration issued a Sale Certificate in favour of the sons of Late Devinder Singh. The said certificate read as under: -

> "Appendix XXIII
> Certificate of Sale
> (Lease Hold Properties)
> (Rule 90 (15))
>
> This is to certify that S/Shri Ravi Inder Singh and Amender Singh 5/0. Late Sh. Davinder Singh having given the highest bid at a sale by public auction held ion pursuance of the power conferred upon me under Section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) on the 27th day of January, 1957 of the property described in the schedule and his bid having been accepted and the value thereof having been paid by him in cash Rs.2982-75 P and Rs.127122-14 P by adjustment of compensation due on his claims and Rs.174895-11 P by adjustment of compensation due on the claims of his associates, has been declared the purchaser of the said property with effect from the 8th day of November, 1962.
>
> Given under my hand the seal of my office, this 24th day of July, 1992.
>
> Schedule
>
> Property known as Army Press (Site No.1&2) old
> Khyber Pass, Delhi
> Area 1013 sq. yds.
> Bounded by:-
> North: Weaving Factory

South: Lane
East: Lane
West: Main Road
Note: The superstructure sold to the auction purchaser stands on leasehold site. The lease of which has expired. The auction purchaser will deal direct with the DDA for the renewal/extension of the lease.
Seal & Sd/-
Name: H.S. Bhatia Designation: Managing Director
Land & Building Department
Evacuee Property Cell New Delhi
To
S/Shri Ravi Inder Singh and Amender Singh
S/o Late Shri Davinder Singh
R/o G-50, Saket, New Delhi-110017
1. Sub Registrar, Kashmeri Gate, Delhi
2. Municipal Corporation of Delhi
3. Delhi Development Authority (Nazul), Vikas Sadan, New Delhi, Near INA Market, New Delhi
4. Section file

Seal & Sd/-
Name: H.S. Bhatia
Designation: Managing Director
Land & Building Department
Evacuee Property Cell
New Delhi"

The sons were declared to be the purchasers of the property *w.e.f.* 08.11.1962. The sale certificate was duly registered before Sub-Registrar, Delhi.

r) However, 49 years after the auction, L&DO issued letter dated 24.08.2006 to Petitioners seeking to demolish the subject property.

s) The L&DO is claiming to be owner of the said property.

SUBMISSIONS/ RELEVANT FACTS AS PER RESPONDENT NO.1/L& DO

5. For adjudication of the present petition, the relevant facts as submitted by the main contesting respondent No. 1/L& DO are as under:

a) The land on which the property known as Army Press is situated (shop site no. 1 & 2 old Khyber Pass, Delhi) was leased out to Sh. K.S. Manzoor Ali by the erstwhile Notified Area Committee on 18.02.1941 for period from 01.06.1940 to 31.03.1949 at a yearly rent of Rs.162/-. Similarly, the Shop Site No. 2 was initially leased out to Shri O. Badri Dass for a period ending 31.03.1949. The lease of plot no. 2 was later transferred to Shri K. S Manzoor a *vide* Resolution No. Y of 1940.

b) The said properties were vacated by Shri Manzoor Ali in 1947 since he migrated to Pakistan.

c) Thereafter, these properties were placed with the Custodian of Evacuee Property, Ministry of Rehabilitation. The lease of these properties came to an end on 3l.03.1949.

d) The Notified Area Committee (NAC) *vide* their Resolution No.24 dated 25.04.1951 decided to renew the lease in respect of the above shop sites in favour of the custodian of evacuee property (Ministry of Rehabilitation) for a further period of 10 years, *i.e.*, upto 3l.03.1959, at an enhanced rent of Rs.450/- per annum for each site.

e) In the meanwhile, a proposal was made by the Assistant Custodian of the Evacuee Property, Ministry of Rehabilitation, for the sale of Army Press premises *vide* communication dated 23.06.1952.

f) The NAC examined and declined the said proposal *vide* their note dated 24.06.1952. The relevant portion of the note reads as under: -

> "The land in question belongs to the Government and vests in the Committee for management. Under the orders regarding transfer of Govt. land to the Committee for management (Letter No. 490-Education, dated 25th January 1926), the Committee is only authorised to lease out the land with prior approval of the Chief Commissioner. The question of sale of the plot, therefore, does not arise as far as the Committee is concerned. The lease of the site can, however, be given for a longer term say 30 years, with option to the lessee for further two renewals of 30 years each. In such cases, the premium at the current market is charges for the land along with ground-rent @ 21/2 % thereof. The ground-rent will be subject to revision at interval of 30 years.
>
> As the Government is considering possibility of sale of Army Press premises and the plot, it may be divided in two parts, one, the lease of the plot be auctioned, second, the value of the super structure be also obtained by auction ... "

g) The aforementioned decision of the NAC was communicated to the Assistant Custodian of Evacuee Property, Ministry of Rehabilitation *vide* communication dated 26.06.1952.

h) On the request of Ministry of Rehabilitation, *vide* Resolution No.54 dated 24.02.1953 of NAC, it was decided to allow the sale of the building. It was also resolved to consider the extension of lease beyond 31.03.1959 provided the lease money was enhanced. The relevant portions of the Resolution No. 54 dated 24.02.1953 of NAC are as under: -

> " ... The Period of lease can, however, be a longer one say 30 years in the first instance with option to the lease for further two renewals of thirty years each on payment of premium at the current market value of the land in lump sum and annual ground rent of 2 ½ % thereof ...
>
> ... It is therefore suggested that if possible and practicable, the lease of the' plots under the building for a period of thirty years each be put to auction. The price of Rs. 20/- per square yard which assessed by the Revenue Assistant be kept as the reserve price ...
> RESOLVED THAT - the Custodian be informed that the sale of the building only can be sanctioned for the term of the existing lease upto 31st March 1959 on the existing terms and conditions but if it is desired that the lease be extended beyond 31.03.1959, the Committee, would be willing to consider it provided the lease money is enhanced."

i) The auction was conducted on 27.01.1957, when Sh. Devinder Singh gave the highest bid of Rs.3,05,000/- against the reserve price of Rs.2,51,003/-. The auction purchaser Sh. Devinder Singh was required to furnish necessary documents before the acceptance of the bid. As he failed to furnish the necessary documents, the ASC(S) cancelled the bid on 31.07.1957. On this, the auction purchaser represented and filed the necessary documents covering 10% of the bid value. Thereafter, the bid acceptance letter was issued.

j) During 1957, all the properties under the Custodian of Evacuee Property was acquired by the Ministry of Rehabilitation, Office of Addl. Regional Settlement Commissioner) under DPCR Act.

k) After the auction, Shri Devendar Singh was informed *vide* communication dated 04.02.1958 that the lease of the plot underneath the Army Press Property will expire on 31.03.1959 and therefore, he was asked to apply for extension of the lease on perpetual basis directly to the Secretary, Notified Area Committee.

l) In 1958, the Chief Commissioner resumed Nazul lands under the management of the NAC and put them under the administrative control of the L&DO. The L&DO was brought under the Control of the then Ministry of Works & Housing & Supply (presently known as Ministry of Housing and Urban Affairs) *w.e.f.* 01.10.1959.

m) The L&DO, after taking the administrative control, asked for certain clarifications from the Ministry of Rehabilitation, Office of the Chief Settlement Commissioner *vide* communication dated 20.03.1961.

n) Ministry of Rehabilitation, Office of the Chief Settlement Commissioner *vide* letter dated 08.01.1962**,** addressed to the L&DO, stated that the land underneath the building is lease hold and the lease was to expire on 31.03.1959. It was also informed that the said office has disposed of the building with only lease hold right of the land. The relevant portion of the said letter is as under:

> "The auction purchaser has not yet been delivered the provisional possession as there still remain some deficiency in respect of the purchase price of the property. The land underneath the building is lease hold and the lease was to expire on 31-03-1959. This office has disposed of the building with only lease hold right of the land."

o) In response to the above letter, L&DO *vide* dated 22.01.1962 informed that the that the lease of the land is a temporary lease and the purchaser will have to vacate the site by 30.06.1962 unless Government agrees to extend it at such rate and condition which may be determined in its absolute discretion. The relevant portion of the said letter reads as under: -

> "It may also be pointed out that this is a temporary lease only and according to present policy of the govt. the same can be extended 30-06-1962, only by this office. The purchaser will have to vacate the site by 30-06-1962 unless Govt. agrees to extent it at such rate and condition which may be determined in its absolute discretion. This position may be explained to the purchaser,"

p) In its response, L&DO *vide* letter dated 20.02.1963 requested the Ministry of Rehabilitation, Office of the Chief Settlement Commissioner to ask the prospective purchaser to pay the arrears or

Ground Rent as the lease expired on 31.03.1959.

q) Ministry of Rehabilitation, Office of Regional Chief Settlement Commissioner, *vide* letter dated 11.04.1963 informed the L& DO that the provisional possession of the Army Press (Shop No-l & 2) has been given to auction purchaser *w.e.f.* 01.11.1962 therefore, the ground rent *w.e.f.* 01.11.1962, will be paid by the auction purchaser. However, since no lease deed was ever executed between the Government and Auction Purchaser, the office of the L&DO wrote few times to D/o Rehabilitation to pay the ground rent in respect of shop site Nos.1 & 2. In this regard letters dated 11.05.1970, 09.11.1970 and 03.05.1972 were issued.

r) As the entire sale price of the property in question was not paid by the Late Shri Devinder Singh, notices including notice dated 19.11.1969 were issued to Late Shri Devinder Singh. Subsequently, *vide* letter dated 09.04.1970, the sale was cancelled by the Regional Settlement Commissioner.

s) Subsequently, on representations filed by Late Shri Devinder Singh, the order of cancellation was recalled *vide* order dated 12.05.1971 subject to the payment of the remaining amount of the sale price and the payment of salary to the *Chowkidars*.

t) Since, the balance amount was not paid by Late Shri Devinder

Singh, the Regional Settlement Commissioner *vide* letter dated 25.06.1971 again cancelled the sale in favour of the Late Shri Devinder Singh. However, his order was set-aside by the Authorized Chief Settlement Commissioner *vide* order dated 19.11.1971 and the sale was restored in favour of Late Shri Devinder Singh vide letter dated 29.11.1971.

u) As per L&DO Shri Devinder Singh, the auction purchaser, paid the entire sale price only on 31.01.1972, however, full payment with regard to *Chowkidaar* was not made by Shri Devinder.

v) Thereafter, notices were issued to Late Shri Devinder Singh to take over physical possession of the property. However, despite service of notice, Sh. Devinder Singh failed to take the physical possession of the property.

w) The Deputy Chief Commissioner on 22.01.1977 ordered for sale cancellation and forfeiture of earnest money. However, the same was restored *vide* order dated 26.10.1977 as noted hereinbefore**.**

x) After the death of Sh. Devinder Singh on 16.01.1977, the legal heirs of Shri Devinder Singh filed application for delivery of physical possession of the property and the issuance of the sale deed in their favour.

y) Subsequently, though a certificate of sale has purportedly been issued by Land and Building Department, Evacuee Properly Cell, Government of NCT of Delhi. However, as per L&DO, the Government of NCT has no jurisdiction to issue any sale certificate of land that belongs to L&DO and in any case, the said document issued by the Govt. of NCT of Delhi also establishes that land was never put to auction.

SUBMISSIONS ON BEHALF OF RESPONDENT NOS.2 AND 3/LAND & BUILDING DEPARTMENT & DDA

6. Respondent Nos. 2 and 3/Land and Building Office & DDA, as per the counter affidavit filed on their behalf by R.R. Singh, Assistant Settlement Commissioner-cum-Managing Officer, Evacuee Property Cell, Land & Building Department, GNCTD, has, particularly in paragraphs 8, 11 and 14, taken the following stand: -

> "**8. The petitioner has tried to take undue advantage of the fact that the two Government Department i.e. L&DO (Resp. 1), DDA(Resp.3) and L&B (Resp.2 & 4) has some inter-department and/or disagreement qua the said property. The petitioner is trying to take usurp Govt. land although only the superstructure was sold to his/him or his predecessor. The land remains Government Property, irrespective of who is the owner. Admitting for the sake of argument that there was no consensus-ad-idem between one or more Government Department, it would still not give an undue advantage or legal right to the private litigant.**
>
> ****** **** ******
>
> **11. Thereafter during the year 1957, all the properties under evacuee**

property was acquired by the Ministry of Rehabilitation (Office of the Additional Regional Settlement Commissioner) under the Displaced Persons (Compensation & Rehabilitation) Act. In 1958 the Chief Commissioner resumed Nazul lands under the management of the NAC and put them under the administrative control of the L&DO. As such the property in question came under the control of the Land & Development Office and the L&DO became the lessor in respect of the same.

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14. In view of the fact that the land belongs to the respondent, the answering respondent admits that it had issued the sale certificate in 1992 to the petitioner to finalize the auction sale which was held in the year 1957 by selling the superstructure with lease hold rights."

ANALYSIS AND FINDINGS

7. Despite having chequered history, from above the following position clearly emerges out: -

(i) The subject "Evacuee" Property described as "Army Press" (Site No.1 and 2), Old Khyber Pass, Delhi was auctioned and the same was purchased by Sh. Devinder Singh (the displaced person as per DPCR Act) on 27.01.1957 being the highest bidder.

(ii) The auction price of Rs.3,05,000/- was paid by the auction purchaser and, thereafter, Provisional Possession of the subject property was handed over to the auction purchaser *w.e.f.* 01.11.1962.

(iii) After payment of *chowkidari* charges, actual physical possession of the subject property was also handed over on 12.12.1977 (to the LRs of auction purchaser as Sh. Devinder Singh had expired on 16.01.1977).

(iv) For issuance of Sale Certificate, the widow and sons of the auction purchaser were substituted by Managing Officer, Evacuee Property *vide* order dated 18.12.1991. Further, the sons of the auction purchaser were substituted by Managing Officer, Evacuee Property on 08.04.1992 since the widow had also expired. Moreover, sons of the auction purchaser were also substituted and brought on record by Evacuee Property Cell, Land and Building Department, Delhi Administration, on 27.04.1992.

(v) Finally, on 24.07.1992 the Land and Building Department, Delhi Administration issued a Sale Certificate, duly registered with the Sub-Registrar, in favour of the sons of Mr. Devinder Singh.

(vi) Throughout, there was no dispute raised by any Government department, including L&DO, regarding the entitlement of the auction purchaser/his LRs to the subject property and its possession by them.

(vii) However, in the year 2006 (nearly 49 years after the auction, nearly 29 years after taking actual physical possession and nearly 14 years after the issuance of Sale Certificate) L&DO sought to demolish the subject property and claims to be its owner.

8. The main contention of L&DO is that pursuant to the proposals/resolutions of Notified Area Committee in 1951-1953, in the auction dated 27.01.1957 only super structure with the leasehold rights of the land (which lease was to expire on 31.03.1959) was sold, however, the land beneath it was never sold. Regarding this contention of L&DO, one has to look into the following aspects: -

(a) The subject property was leased to Sh. K.S. Manzoor Ali by the erstwhile Notified Area Committee for a period ending 31.03.1949. The subject property was vacated by Shri Manzoor Ali in 1947 since he migrated to Pakistan. Thereafter, these properties were placed with the Custodian of Evacuee Property, Ministry of Rehabilitation. The lease of these properties came to an end on 31.03.1949.

(b) The Notified Area Committee (NAC) *vide* their Resolution No.24 dated 25.04.1951 decided to renew the lease in respect of the above shop sites in favour of the custodian of evacuee property (Ministry of Rehabilitation) for a further period of 10 years, *i.e.*, upto 31.03.1959 at an enhanced rent of Rs. 450/- per annum for each site.

(c) Proposal was made by the Assistant Custodian of the Evacuee Property, Ministry of Rehabilitation, for the sale of Army Press premises *vide* communication dated 23.06.1952. The NAC examined and declined the said proposal *vide* their note dated 24.06.1952. The relevant portion of the said note reads as under: -

> " The land in question belongs to the Government and vests in the Committee for management. Under the orders regarding transfer of Govt. land to the Committee for management (Letter No. 490-Education, dated 25th January 1926), the Committee is only authorised to lease out the land with prior approval of the Chief Commissioner. The question of sale of the plot, therefore, does not arise as far as the Committee is concerned. The lease of the site can, however, be given for a longer term say 30 years, with option to the lessee for further two renewals of 30 years each. In such cases, the premium at the current market is charges for the land along with ground-rent @ 21/2 % thereof. The ground-rent will be subject to revision at interval of 30 years.
>
> As the Government is considering possibility of sale of Army Press premises and the plot, it may be divided in two parts, one, the lease of the plot be auctioned, second, the value of the super structure be also obtained by auction."

(d) On the request of Ministry of Rehabilitation, *vide* Resolution No.54 dated 24.02.1953 of NAC, it was decided to allow the sale of the building. It was also resolved to consider the extension of lease beyond 31.03.1959 provided the lease money was enhanced. The relevant portions of the Resolution No. 54 dated 24.02.1953 of NAC are as under: -

> "... The Period of lease can, however, be a longer one say 30 years in the first instance with option to the lease for further two renewals of thirty years each on payment of premium at the current market value of the land in lump sum and annual ground rent of 2 ½ % thereof...

…It is therefore suggested that if possible and practicable, the lease of the plots under the building for a period of thirty years each be put to auction. The price of Rs. 20/- per square yard which assessed by the Revenue Assistant be kept as the reserve price...

RESOLVED THAT --- the Custodian be informed that the sale of the building only can be sanctioned for the term of the existing lease upto 3pt March 1959 on the existing terms and conditions but if it is desired that the lease be extended beyond 31.03.1959, the Committee, would be willing to consider it provided the lease money is enhanced."

(e) In the terms of acceptance of Indemnity Bond dated 27.01.1957 furnished by Devinder Singh (auction purchaser)**,** it is apparent that the land beneath the property is a leasehold site and the lease is in the name of President of Union of India. It also mentions the lease money which is payable and the lease in respect of both shops have expired on 31.03.1959. The terms of acceptance read as follows: -

"ACCEPTED
(Signature)______________________
FOR AND BEHALF OF PRESIDENT OF INDIA.

Superstructure Evacuee Acquired Property. Site owned by Notified Area Committee, Civil Station, Delhi and on lease in favour of the President of the Union of India. The site consists of two pieces of land Known as Shop Site No.1 & Shop Site No.2. The area of Shop Site No.1 is 496 square yards or thereabouts and the area of Shop Site No.2 is 517 square yards or thereabouts. The annual lease money of Shop Site No.1 is Rs.496/- and annual lease money of Shop Site No.2 is Rs.517/-. The lease in respect of both the pieces of land ends on 31st March, 1959. The property offered for auction includes the machinery lying in the premises. Further terms of lease and

> plans of the building & machinery are opened to inspection. Vacant possession will be given to the auction purchaser."

(f) Ministry of Rehabilitation, Office of the Chief Settlement Commissioner *vide* letter dated 08.01.1962, addressed to the L&DO, stated that the land underneath the building is leasehold and the lease was to expire on 31.03.1959. It was also informed that the said office has disposed of the building with only leasehold right of the land. The relevant portion of the said letter is as under: -

> "The auction purchaser has not yet been delivered the provisional possession as there still remain some deficiency in respect of the purchase price of the property. The land underneath the building is lease hold and the lease was to expire on 31-03-1959. This office has disposed of the building with only lease hold right of the land."

(g) L&DO *vide* dated 22.01.1962 informed that the lease of the land is a temporary lease and the purchaser will have to vacate the site by 30.06.1962 unless Govt. agrees to extend it at such rate and condition which may be determined in its absolute discretion. The relevant portion of the said letter is as under: -

> "It may also be pointed out that this is a temporary lease only and according to present policy of the govt. the same can be extended 30-06-1962, only by this office. The purchaser will have to vacate the site by 30-06-1962 unless Govt. agrees to extent it at such rate and condition which may be determined in its absolute discretion. This position may be explained to the purchaser,"

(h) L&DO *vide* letter dated 20.02.1963 requested the Ministry of Rehabilitation, Office of the Chief Settlement Commissioner to ask the prospective purchaser to pay the arrears of Ground Rent as the lease expired on 31.03.1959.

(i) Note in the Sale Certificate also mentions as under:

> “Note: The superstructure sold to the auction purchaser stands on leasehold site. The lease of which has expired. The auction purchaser will deal direct with the DDA for the renewal/extension of the lease”

9. As such, it is apparent from the above that the land on which the property known as "Army Press" is situated (Shop Site no. 1 & 2, Old Khyber Pass, Delhi" is a leasehold land. It was the building on the plots and the lease of the plots under the building which was put to auction and sold to Sh. Devinder Singh (displaced person and auction purchaser).

10. However, at the same time, it is beyond comprehension that the auction of the building was sanctioned with only leasehold right of the land for the term of the then existing lease upto 31st March 1959 with a high reserve price of Rs.2,51,003/- and Sh. Devinder Singh gave a bid and purchased the subject property for substantial amount of Rs.3,05,000/- during those times. In this regard one has to look at the following aspects: -

(a) The NAC in their decision dated 24.06.1952 clearly noted as under: -

> "The lease of the site can, however, be given for a longer term say 30 years, with option to the lessee for further two renewals of 30 years each. In such cases, the premium at the current market is charges for the land along with ground- rent @21/2 %

thereof. The ground-rent will be subject to revision at interval of 30 years."

The said decision of the NAC was communicated to the Assistant Custodian of Evacuee Property, Ministry of Rehabilitation vide communication dated 26.06.1952**.**

(b) In Resolution No. 54 dated 24.02.1953 of NAC, the following was again noted: -

"... The Period of lease can, however, be a longer one say 30 years in the first instance with option to the lease for further two renewals of thirty years each on payment of premium at the current market value of the land in lump sum and annual ground rent of 2 ½ % thereof...
... It is therefore suggested that if possible and practicable, the lease of the plots under the building for a period of thirty years each be put to auction.

The price of Rs. 20/- per square yard which assessed by the Revenue Assistant be kept as the reserve price...
RESOLVED THAT --- the Custodian be informed that the sale of the building only can be sanctioned for the term of the existing lease upto 31st March 1959 on the existing terms and conditions but if it is desired that the lease be extended beyond 31.03.1959, the Committee, would be willing to consider it provided the lease money is enhanced."

(c) Earlier, in 1953, "land" forming part of the subject property had been separately valued at Rs.20/- per yards in the present case. It can be noted that from perusal of the property documents of other properties (which are also on court record) that during that period, the market price of the land in posh colonies of Delhi was less than Rs. 20/- per square yards. For example, one can see the following land prices during that point of time: -

> "(i) Land at Sunder Nagar, New Delhi was given on perpetual leasehold basis by Govt. of India/ L&DO for premium of around Rs. 14/- per square yards [Page 362/ Vol. 5].
>
> (ii) Land at Diplomatic Enclave, Sardar Patel Marg, Near Chanakya Puri, New Delhi was given on perpetual leasehold basis by Govt. of India/ L&DO for premium of around Rs. 16.85/- per square yards [Page 553/ Vol. 6].
>
> (iii) Built-up freehold properties at Rajpur Road, Civil Lines, Delhi were sold at around Rs. 17/- per square yards [Page 342/ Vol. 5]."

(d) The reserve price of Rs.2,51,003/- fixed for the subject property on 04.06.1953, had *inter-alia*, included the components of land, building and machinery under separate heads based on valuation conducted by the Government of India in the following manner: -

"(i) Machinery ….. Rs. 81,003/-
(ii) Structure ….. Rs. 1,49,840/-
(iii) Land ….. Rs. 20,160/-

Rs. 2,51,003/-
-----------------"

(e) The highest bid of Devinder Singh for a. sum of Rs.3,05,000/- had been accepted and Indemnity Bond had been executed by Devinder Singh and same was accepted by the Managing Officer, for and on behalf of the President of India, clearly setting out the scope of the rights and entitlement of the auction purchaser in the schedule of property contained in the said Indemnity Bond, which included superstructure and land.

(f) By a letter dated 04.02.1958 the Managing Officer, Office of the Additional Settlement Commissioner, Ministry of Rehabilitation, Government of India, informed auction purchaser-Devinder Singh that the lease of the plot underneath the property expires on 31.03.1959 and he was requested to apply for extension of the lease on perpetual basis directly to the Secretary, Notified Area Committee, Civil Station, Delhi and copy of the said letter was also sent to the Notified Area Committee.

(g) Accordingly, the auction price was paid by the auction purchaser**.** Thereafter, Provisional Possession was handed over to the auction purchaser *w.e.f.* 01.11.1962.

(h) Authorized Chief Settlement Commissioner passed an order on 26.10.1977 calling upon LRs of auction purchaser to pay *Chowkidari* charges (Watch and Ward Charges) by 01.12.1977 when the physical possession of the property was supposed to be given by the Government to the LRs of the auction purchaser and the transfer documents were also to be issued simultaneously.

(i) An amount of Rs. 14862/- towards claim of *Chowkidari* charges were paid on 30.11.1977 and duly accepted by the Government of India.

(j) Thereafter, actual physical possession of the subject property was also handed over to the LRs of auction purchaser on 12.12.1977 which has continued till date.

(k) The process of for substitution of LRs for issuance of Sale Certificate was initiated by widow and sons of the auction Purchaser. They were substituted *vide* order dated 18.12.1991 passed by Managing Officer, Evacuee Property. Further, the sons of the auction purchaser were substituted by Managing Officer, Evacuee Property on 08.04.1992 since the widow (his wife) had also expired.

(l) Moreover, sons of the auctioneer/purchaser were also substituted and brought on record by Evacuate Property Cell, Land and Building Department, Delhi Administration on 27.04.1992. In 24.04.1992, Land and Building Department, Delhi Administration issued a sale certificate, duly registered, in favour of the sons of Lt. Devinder Singh. The note in the sale certificate also mentions that lease has expired and the auction purchaser will deal directly with DDA for the renewal/extension of the lease.

11. In view of the aforesaid, it is clear that NAC wanted to give the subject property on a long period of lease for 30 years in the first instance with option to the lessee for further two renewal of 30 years of each on payment of premium at the current market value of the land in lumpsum and annual ground-rent at the rate of 2 ½ % thereof. As such, a high price of Rs. 20/- per sq. yd. was assessed by the Revenue Assistant to be kept as a reserved price.

Further, despite expiry of the lease period on 31.03.1959, provisional possession was given, the LRs were substituted, *Chowkidari* charges were taken, actual physical possession was handed over in 1977 and sale certificate was issued as late as 1992. All this clearly, indicates the intention of giving a lease for a long period. Thus, the argument that the lease extinguished with expiry of 31.03.1959 and auction purchaser had no right is misplaced especially when no possession was handed over before the said expiry and in view of the aforesaid actions in furtherance to auction undertaken by the Government Authorities after 31.03.1959.

12. At this stage, it will be apposite to refer to the decision in **National Cold Storage and Refrigeration (Pvt. Ltd.) v. Union of India,** given *vide* order dated 05.04.2010 in W.P.(C) 1278/2007. While disposing of the aforesaid writ petition reference was made to Resolution No.20 dated 20.01.1950 by the Notified Area Committee to determine as to what would be the applicable rate with respect to the case of long-term or perpetual lease for purposes of conversion into freehold, by observing and holding as under: -

> "9. It is plain that the property in question would be covered under the Clause 1.4 above. However, it is contended by the Respondent that the allotment in the present case was 'temporary' and, therefore, not covered by the conversion policy. On perusal of the lease deed dated 6th September 1951 does not indicate that the allotment was temporary. The lease was not also for a short term as is sought to be projected by the Respondent. It was thirty years with an option to the Petitioner to have it renewed for a further period of thirty years. Accordingly, the contention of the Respondent that this was a 'temporary' lease, is hereby rejected.

10. This Court had by an order dated 1st December 2009 required the Respondent to explain on an affidavit the distinction between a short term and long term lease. In response thereto the Respondent have filed an affidavit dated 4th February 2010 in which it is stated that there are broadly three types of leases. First is for 99 years which is covered under the conversion policy. Perpetual leases in respect of the old Nazul lands form the second category and are also eligible for conversion. Third category are the temporary leases executed by the NAC for a limited period of thirty years. It is contended that the conversion policy does not cover these temporary leases.

11. As already noticed herein before, Clause 1.4 does not specifically exclude leases for a period of thirty years. If one goes by the Resolution No. 20 dated 28th November 1950 of the NAC, and the note leading up to the said Resolution, it is plain that for perpetual or long term leases a combination of a premium equal to the current market value plus ground rent at 2.5% per month was to be charged whereas for the short term leases only ground rent of 5% per month would be charged. The lease deed dated 6th September 1951 in the present case clearly mentioned that the lessee would pay combination of a premium and ground rent. The extension of the said lease for a period of thirty years had also been granted on the same basis. In terms of the renewal granted on 31 July 1984 the lease is valid till 6th September 2014. In the circumstances it appears that the Respondent themselves treated the lease in question as a long term lease."

It may be noted that the aforesaid judgment had been challenged by the respondent by way of LPA No. 454/2010; however, there is no stay granted by the learned Division Bench in the said LPA, which is still pending.

13. It is further pertinent to note that *vide* letter dated 13.05.1953, the Notified Area Committee to Custodian of Evacuee Property also stated as under: -

"under the rules, long term leases are granted on payment of premium at the current market value of land plus annual ground rent @ 2 ½ % thereof."

14. In the present case, it can be clearly seen that Lt. Devinder Singh had paid the premium at the then current market rate which is admitted by respondent No.1 in their written submissions in heading 'H', which reads as under: -

"**H. THE SUBMISSION OF THE PETITIONER THAT IT HAS PAID THE PRICE OF LAND AND NOT THE PREMIUM FOR LEASEHOLD LAND IS NOT ONLY CONTRARY TO THE RECORDS BUT ALSO CONTRARY TO THE SUBMISSIONS OF THE PETITIONER THEMSELVES IN THE WRITTEN SUBMISSIONS DATED 14.10.2024.**

From a perusal of the Resolution No. 54 dated 24.02.1953 of Notified Area Committee (Vol-II, pdf pg 16), it is apparent that the Notified Area Committee allowed only the sale of building while retaining the leasehold rights in respect of the land. The said resolution dated 24.02.1953 clearly mentions that the period of lease would be a longer one say 30 years in the first instance with option to the lessee for further two renewals of thirty years each on payment of premium at the current market value of the land in lump sum and annual ground rent of 2 ½ %. The said resolution also mentions the reserve price assessed by the Revenue Assistant i.e. Rs. 20 per sq yard.

From a perusal of the valuation report placed on record by the Petitioner, it is apparent that the total area of land is [492 sq yds (**Vol III pdf pg 41**) + 516 sq yds (**Vol III pdf pg 47**)] 1008 sq yds. Multiplying the said area with the reserve premium price @ Rs. 20 sq yd fixed by the NAC, the total amount comes to (1008 sq yd X Rs. 20 per sq yd) Rs. 20,160/-. It is relevant to mention herein that price of land mentioned in the Note dated 11.01.1967 which has been relied upon by the petitioners is also Rs. 20,160/- . **(Vol III pdf pg 93)**. It is relevant to mention herein that the other amounts mentioned in the said note dated 11.01.1967 pertains to value of machinery and structures.

In addition to the above, from a perusal of the written submissions dated 14.10.2024 (para 7 (m) of the WS at Vol VI pg 619), it is an admitted position that the Petitioner has paid the premium at the current market rate. The relevant portions of the WS dated 14.10.2024 is reproduced herein below:

> *"7' . It is humbly submitted that the following admitted position has emerged on record: ……. ……. (m) ………………………………………………………………………… …………………………. ………………………………………………………………………… …… In the present case, Devinder Singh had paid a premium at current market rate."*

It is further the respectful submission of the answering Respondent that the reserve price fixed @ Rs. 20 per sq yd as premium for leasehold properties fixed by the NAC is also fair & reasonable and in line with the premium prices mentioned in the leases given by the Govt. of India and placed on record by the Petitioners themselves."

(emphasis supplied)

15. As can be seen, the issue of extension of the lease and execution of lease was not settled by the concerned Authorities. The Authorities cannot shift blame on each other to wriggle out from their responsibilities. The auction purchaser, his LRs throughout with the *bonafide* belief that they were the purchasers and in possession kept pursuing the cause and in fact got actual physical possession in the year 1977 and the sale certificate in their favour in the year 1992.

16. Plea of L&DO that sale certificate dated 24.07.1992 issued by the Government of NCT of Delhi is without jurisdiction since the land beneath the property belongs to the Central Government and the Government of NCT of Delhi had no jurisdiction to issue the said certificate is misplaced. The Government of India, Ministry of Home Affairs (Rehabilitation Division) w.e.f. 01.05.1989 transferred the residuary works under the DPCR Act to Delhi Administration from Management and disposal (sale) whereby authorising Delhi Administration to administer, manage and dispose (sell) of these lands and properties. The relevant portion of the said communication dated 20.04.1989 reads as under: -

> " I am directed to say that after the relief and rehabilitation work for displaced persons from West Pakistan was substantially over, it was decided to wind up gradually the activities of Settlement. Wing of this Department. With this and in view, package deals/administrative and financial arrangements were concluded with various State Governments and evacuee lands and properties were transferred to them for management and disposal. The question of transfer of such properties and lands situated in the Union Territory of Delhi to Delhi Administration has been engaging the attention of the Government of India for sometime past.
>
> 2. After detailed discussions, it has been decided that the residuary work relating to composite properties, evacuee urban and rural properties and lands in Delhi. may be transferred, in public interest, to Delhi Administration for management and disposal.
>
> 3. Accordingly, sanction of the President is hereby conveyed to the following arrangements being made with the Delhi Administration for the management and disposal of the residuary work in accordance with the Displaced Persons (Compensation and Rehabilitation) Act, 1954 and the rules framed thereunder: -

i) The work relating to administration, management and disposal of the remaining urban evacuee built up properties, urban evacuee plots, rural evacuee agricultural lands and houses and composite properties will stand transferred to Delhi.

Administration w.e.f. 1st May, 1909. The Delhi Administration shall administer, manage and dispose of these lands/ properties to the best advantage of the Government;

ii) The work relating to recovery of rent. (arrears as well as current) in respect of above mentioned properties shall also stand transferred to Delhi Administration w.e.f. 1st May, 1909;

iii) Delhi Administration shall take over all litigation cases pending in Supreme Court, High Court, Civil Courts/Revenue Courts etc. relating to the above-mentioned properties in Delhi.

4. The expenditure in connection with the administration and management of lands/properties, recovery of rent and litigation etc. shall be met by the Delhi Administration from their own budget. The realisations made by them from the disposal of lands/properties recovery of rent etc. shall be credited to their appropriate receipt head."

17. As already noted hereinbefore, sons of the auction purchaser were also substituted and brought on record by the Evacuee Property Sell, Land and Building Department, Delhi Administration on 27.04.1992 and on 24.07.1992, the Land and Building Department, Delhi Administration issued a sale certificate in favour of the sons of the Lt. Devinder Singh. The registration of the said certificate before the Sub-Registrar has not been denied by anyone and no Government Authorities specially L&DO has challenged the same.

18. In view of the above position and especially the fact that despite expiry of lease period on 31.03.1959, provisional possession was given, the LRs were substituted, *Chowkidari* charges were paid in 1997 and (duly accepted by the Government of India), actual physical possession was handed over in 1977, sale certificate issued as late as 1992 and then in near 2006 (nearly 49 years after the auction, nearly 29 years after taking actual physical possession and nearly 14 years after the issuance of sale certificate) L&DO sought to demolish the subject property claiming to be its owner, it is clear that filing of writ petition, its amendment and its prayers are not barred by limitation. As regards the arguments on behalf of the L&DO that the petitioner had sold the property and has no *locus-standi* to contest the petition it is noted that letter dated 09.08.2024 of the Sub-Registrar (showing 12 transactions of the subject premises) relied upon by the L&DO only mentions execution of some power of attorneys and declaration and does not reveal any sale deeds.

19. At this stage, it is apposite to refer to the judgment in similar circumstances rendered by learned Single Judge of this Court in W.P.(C) 8201/2003 dated 08.12.2004 titled as "**Shri Narender Gangwani *v.* D.D.A & Anr.",** in which it was observed as under: -

> "4. Petitioner challenges the Impugned order dated 18.9.2003 passed by the learned Additional District Judge In PPANo.269/03. Vide the said judgment, learned Additional District Judge has upheld the order dated 19.8.2003 passed by the Estate Officer of DDA ordering eviction of the appellant from the premise In question under Section 5 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.
>
> 5. Briefly stated, facts of the case, necessary to be noted for disposal of the writ petition are that petitioner's father Shri Ram Piarey Lai along with his two brothers, Shri Attar Chand and Shri

Ramji Dass migrated to Delhi in the year 1947, on the partition of the country.

6. The migrant family was given possession of house No.XV/2879/2018, Pahar Ganj, New Delhi by the Custodian of Evacuee Properties on 6.10.1947. Vide order dated 1.11.1947, it was let out to the family at a monthly rent of Rs. 3/-.

7. It has to be noted that when the migration took place on partition, Muslims migrated to Pakistan. Hindus migrated which went to Pakistan. from the areas Everything was chaotic. People occupied houses abandoned by Muslims in India. Same thing happened on the other side of the border.

8. Claims of the migrant population in respect of the property left in Pakistan were scrutinized by the Government. Many of them sought and were granted adjustment of their claims viz-a-viz value of the property allotted to them by the Government. The Custodian of Evacuee Properties took charge of evacuee properties i.e. properties left in India by Muslims. Hindu migrants were allotted these properties and claims adjusted against value of the property.

9. Shri Attar Chand moved an application before the Managing Officer praying that the property in question be transferred to him.

10. A new number was assigned to the property, being XV/2108, Pahar Ganj. New Delhi. On 12.7.1961, the Managing Officer required Attar Chand to attend office and produce certain documents which were indicated in the said letter.

11. On 27.9.1961, Managing Officer informed Attar Chand that it was decided to transfer the property in his name at a price of Rs.2341/-. It was indicated that arrears of rent have to be paid additionally.

12. Attar Chand paid the arrears of rent and the sale price demanded by the Custodian/Managing Officer. On 30.12.1961, an indenture was executed on behalf of the President of India favour of Shri Attar Chand. The property in question was sold to Attar Chand.

13. It so transpired that the land underneath the super structure was held on a lease executed probably by the Delhi Improvement Trust or may be some other Government department as it is not ascertainable as to who was the owner of the land. In the indenture dated 30.12.1961, schedule of the property conveyed is recorded as under:

> "Super structure of property No.XV/2018 (New), Pahar Ganj. Delhi. The lease of the site stands expired, the lessee was duly directed on his own responsibility with the appropriate authority for renewal/extension of lease of the site. Anything to the contrary contained in this document shall be ineffective and inoperative."

14. Management of the land ultimately came to be vested On 2.3.1964, DDA wrote a letter to Attar Chand informing that he had purchased the evacuee superstructure. Land belongs to the Government and vests in DDA for management. Attar Chand was requested to settle the issue of occupation on the land. He was requested to supply a copy of the sale deed in respect of the superstructure. On 16.3.1964, Attar Chand submitted the relevant documents.

15. Correspondence continued between the parties. In the meanwhile on 30.3.1968. Managing Officer executed a regular sale deed in favour of Attar Chand transferring to him the superstructure in question.

16. On 31.1.1979, DDA required Attar Chand to send a photocopy of the conveyance deed. On 27.3.1979, Attar Chand complied with the request of DDA.

17. Attar Chand sold half share of the superstructure to his brother Ram Plarey Lal, father of the petitioner.

18. On 18.7.1979, DDA issued a notice to Attar Chand requiring him to pay damages for unauthorised occupation of the site. On 16.5.1990, Attar Chand sold his remaining half share in the property in favour of the petitioner.

19. Unfortunately, DDA did not settle the issue of extension of leasehold rights in the land. It initiated proceedings for eviction of the petitioner holding him to be a trespasser/unauthorised occupant on the ground that no lease deed was executed in favour of the petitioner. On 19.8.2003. eviction order was passed. Appeal filed by the petitioner was dismissed. Reason given by the learned Additional District Judge is that since Attar Chand was sold only the superstructure lease of the land having been expired and having not been renewed, appellant who claimed under Attar Chand has to be held as an unauthorised occupant.

20. As noted by me above, it is an unfortunate case and mindless exercise of power by DDA. A large number of cases have come to the notice of this Court where DDA has been regularising possession of unauthorised occupants on the basis of policy decision. DDA is even giving alternative sites to trespassers when Government land is reclaimed. This happened in Motia Khan and Zakhira.

21. Be that as it may, on 29.9.1951, late Shri V.N.Gadgil, Minister for Works, Production and Supplies gave an assurance in Parliament as under:

"Where any displaced person without any authority to do so. had occupied any public land or constructed any building or part of a building on such land before the 15th August, 1950 such person shall not be evicted, nor such construction shall be removed unless certain conditions such as sector wise plan, alternative accommodation on developed land etc. were fulfilled In respect of the constructions which may have to be demolished, an assurance was given that ex- gratia payment will be made to the displaced persons in cash or in kind. In the case of construction which comply or fairly comply or with suitable modifications might made fairly or comply with the municipal requirement and town improvement plans (where such plans exist) the land may be made available to the unauthorised occupants on 'no profit no losses basis'. In the case of construction which complied with municipal requirements, but not with the town improvement plans such plans were to be so modified as to avoid, as far as possible, the demolition or removal of construction and where the plan was so modified and the construction was not demolished or removed, the land should be made available to the occupants, on 'no profit no loss' basis."

22. On 19.11.1955, Government of India Following office order:

DISPOSAL OF RESIDENTIAL LANDS

G.O.I. MIN. OF HEALTH LETTER NO.14-27/54- LSG DATED 19.11.1955 REGARDING ALLOTMENT OF LAND ON A NO-PROFIT-NO- LOSS BASIS TO THE DISPLACED SQUATTERS WHO SQUATTED ON PUBLIC LAND BEFORE 19.8.1950

No.14-27/54-LSG Government of India, Ministry of Health

Shri V.V.Vekatasubbam New Delhi 19.11.1955
Deputy Secy. to Govt. of India The Chief Commissioner
(A.P.Pandit, I.C.S.)
Delhi.

Subject: Assurance given by Shri V.N. Gadgil in Parliament on 23.3.1951 in connection with the Bill to demand the Government Premises (Eviction) Act, 1950.

Sir,

I am directed to refer to the Assurance given by Shri V.N. Gadgil, then Minster of Works, Productions and Supply in the Government of India, in Parliament on the 29th November, 1951. One of the Assurance, relates to the allotment of land on no profit no loss basis to displaced squatters on public lands before the 15th August, 1950. It has been decided that land should be allotted to such squatters in the various I areas at the rates indicated against each such area in the table below for the purpose mentioned: -

Name of area Rate at which land should be allotted on no-profit-loss basis for residential purpose

Residential purpose Commercial purpose

1. Motia Khan Dum Scheme	....	Rs.25/-per sq.yd
2. Moti Nagar on Rohtak Road	Rs.12/10-per sq.yd	
3. Western Extension area	Rs.12/10-per sq.yd	Rs.21/-per sq.yd
4. Jhandewala	Rs.14/12-per sq.yd	
5. Paharganj	....	Rs.25/4/per.yd
6. Ahata Kidara	Rs.11/- Per sq.yd	.....
7. Reshnara Extension	Rs.11/- Per sq.yd	......
8. Northern City	Rs.11/- Per sq.yd	......
9. Paharganj Circus	Rs.11/- Per sq.yd	Rs.33/10- Per sq.yd

According to rates settled between Trust & the purchaser.
** residential cum commercial.

2. I am to request that further action in the matter may please be taken accordingly.

Yours faithfully,
sd/-
(A.V.VENKATASUBBAN)
Dy.Secy."

23. Squatters on public land have had the trespass regularised under the aforesaid office order dated 19.11.1955. Attar Chand stands on a better footing. He never trespassed into any property. He purchased the superstructure. Land was on lease. Lease had expired. It was expected from DDA to have renewed the lease. As noted above, at one point of time, DDA wrote to Attar Chand on the issue of extension of lease. evidenced by DDA's letter dated 2.3.1964. On 31.11.1979 also, DDA wrote on the Issue, but thereafter did nothing.

24. Petitioner, who claims through Attar Chand, must have the benefit of Gadgil assurance. Petitioner cannot be put in a position worser than the trespasser in whose favour the trespass was regularised in terms of order dated 19.11.1995 noted above.

25. Writ petition is allowed. Impugned order dated 18.9.2003 in PPA.No.269/03 as also the eviction order dated 19.8.2003 are quashed. Mandamus is issued to DDA to finalise the issue of extension of lease of the land. DDA would raise a demand for the leasehold rights to be extended. Petitioner would pay the same within four weeks of the demand being raised. Lease deed would be executed in favour of the petitioner by DDA thereafter."

20. The aforesaid judgment points out the fact that squatters on public land had their illegal trespass regularised on the basis of assurance given by Lt. Sh.

V.N. Gadgil Minister of Works, Production and Supply on 29.09.1951 on the basis of an office order dated 19.11.1955. It is also noted in the said judgment that the petitioner therein stood on a much better footing than the trespassers' as the said petitioner had never trespassed into a property and had purchased the super structure and land was on lease though the lease had expired. The case of the present petitioners is similar to the facts in the aforesaid judgment.

21. As noted hereinbefore, Lt. Shri Devinder Singh and his LRs had purchased the subject property in auction, if not the land beneath, at least the superstructure with leasehold rights. It was expected from the concerned Authorities to have renewed the lease and in turn execute a long-term lease in favour of the auction purchaser Lt. Shri Devinder Singh or his LRs after his demise. In fact, the NAC, in their decision/resolutions dated 24.06.1952 and 04.02.1953 (as pointed out hereinbefore) fairly noted that the lease of the site can be given for a longer term say 30 years, with option to the lessee for further two renewals of 30 years each on payment of the premium at the current market charge for the land along with ground rent at the rate of 2.5% thereof (the ground rent subject to revision at interval of 30 years). Similarly, the Managing Officer, Office of Additional Settlement Commissioner, Ministry of Rehabilitation, Government of India, *vide* Letter dated 04.02.1958 had informed the auction purchaser, Lt. Shri Devinder Singh that the lease of the plot underneath the property expires on 31.03.1959 and he was requested to apply for extension of the same on perpetual basis directly to the Secretary, Notified Area Committee, Civil Station, and a copy of the said letter was also sent to the Notified Area Committee.

22. Learned counsel appearing on behalf of the petitioner had argued that the subject land was held in auction under the provisions of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 and the Rules framed thereunder. It was argued that the said enactment was brought in by the Government of India to pay heed to the national cry for settlement and rehabilitation of those who were displaced during the partition of British India in 1947. It is a matter of record that millions of people were displaced and lost their lives. The displaced persons were suddenly uprooted overnight, rendering them homeless and without shelter. All their valuable properties/assets were also lost during the partition. At this stage, it is apposite to refer to the Statements of Objects and Reasons of the DPCR Act to which attention of this Court was drawn by learned counsel for the petitioner. The Statements of Objects and Reasons of the DPCR Act, reads as under: -

"STATEMENT OF OBJECTS AND REASONS

"Negotiations have been in progress with the Government of Pakistan for more than six years with a view to arrive at an equitable solution of the problem of immoveable evacuee property. The Government of India have all through been of the view that the immovable evacuee properties including agricultural land in India and Pakistan should be exchanged in lump on Government to Government basis, the debtor country paying to the creditor for the difference between the values of such properties in the two countries. The proposals made by the Government of India from time to time have, however, been turned down by Pakistan. There has been a persistent demand from displaced persons that these properties should be transferred to them in permanent ownership, the properties have been fast deteriorating and many of them have already been declared unfit for habitation or have crumbled down. To halt further deterioration and to facilitate the rehabilitation of displaced persons from. West Pakistan this Bill provides that the right title and interest of evacuees in evacuee properties in India should be acquired by Government. The compensation to be paid to displaced person will be confined to the utilisation of the acquired evacuee property in India as well as any amount realised from Pakistan on account of the difference between the values of evacuee properties in the two countries. The loans so far advanced to displaced persons from West Pakistan, the properties build by the Government for their rehabilitation and the provision made till May, 1953 for their rehabilitation for the future under the Five Year Plan or otherwise will be utilised for rehabilitation by giving grants. The Bill provides for the payment of rehabilitation grants."

Thus, the Act was introduced with a view to arrive at a solution of the problem of immovable evacuee properties. It was noted that evacuee properties are fast deteriorating and to halt the same, evacuee properties should be acquired by the Government. Section 12 of the DPCR Act provided for the power to acquire evacuee property for rehabilitation of displaced persons. Section 14 of the DPCR Act provided for establishing a compensation pool and Section 20 of the DPCR Act provided for the power to transfer property out of the compensation pool to the Managing Officer or Managing Corporation under the Act by any of the modes provided therein. The procedure and criteria for such transfer was provided in the Rules formulated in exercise of the power conferred under Section 40 of the DPCR Act. Chapter IV in the said Rules provided for Determination of Compensation. Rule 15 provided for the determination of net compensation payable to the applicant in respect of his/her verified claims as per Section 2(e) of the DPCR Act. Rule 18 provided for compensation to be determined on the total value of all claims of the applicant in all kinds of properties. Lt. Shri Devinder Singh was also such a displaced person who required rehabilitation. It is pertinent to note that the Certificate of Sale dated 24.07.1992 issued to the petitioner reads thus: -

> "…….in pursuance of the power conferred upon me under Section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) on the 27th day of January, 1957 of the property described in the schedule and his bid having been accepted and the value thereof having been paid by him in cash Rs.2982-75 P and Rs.127122-14 P by adjustment of compensation due on his claims and Rs.174895-11 P by adjustment of compensation due on the claims of his associates, has been declared the purchaser of the said property with effect from the 8th day of November, 1962."

23. In the considered opinion of this Court, since the subject property was allotted to Lt. Shri Devinder Singh after adjustment of compensation due on his claims and adjustment of compensation due on the claims of his associates, the same cannot be for short term lease otherwise, the whole purpose and scheme of DPCR would be defeated.

24. It is pertinent to note that during the pendency of these proceedings, learned Predecessor Bench on 15.02.2018 during the course of the arguments made the following observations: -

> "1. After some arguments, it does, prima facie, appear that the land on which the property in question is situated (site Nos. 1 & 2, Old Khyber Pass, Delhi measuring 1013 sq. yds) was a leasehold land and the lease expired several decades ago.
>
> 2. The learned counsel appearing for the petitioner has referred to the decision of a coordinate Bench of this Court in ***Shri Narender Gangwani v. D.D.A. & Anr. : W.P. (C) 8201/2003, decided on 08.12.2004*** wherein, in somewhat similar facts, this Court had directed the DDA to finalise the issue with regard to the extension

of lease of the land. The DDA was further directed to raise a demand for the leasehold rights to be extended and the petitioner (therein) was directed to pay the same within a period of four weeks of the demand being raised.

2. The aforesaid decision was rendered on the basis that in several cases, the DDA had extended leasehold rights in respect of persons who had migrated to India during the partition. The Court had also noted that even rank trespassers had been assured that the areas occupied by them would be regularized.

3. The petitioner claims to be the owner of the property in question; however, without prejudice to the same, the learned counsel appearing for the petitioner states that the petitioner is also willing to accept the land as leasehold and pay the leasehold charges to L&DO for extending the lease.

4. Mr Kirtiman Singh, the learned counsel appearing for respondent no. 1 seeks time to take instructions whether the said lease in respect of the land occupied by L&DO can be extended. The concerned officer shall take a view in the matter having regard to the decision of this Court in ***Shri Narender Gangwani v. D.D.A. & Anr.*** as well as its policies.

5. List for further proceedings on 16.03.2018."

25. In response to the aforesaid order, the respondents did not come with any compassionate response.

26. In the present case, it is not in dispute that Lt. Shri Devinder Singh was the highest bidder in the auction held by the Government of India and the same was accepted by the Authorities followed by various actions as pointed out hereinbefore including issuing of the sale certificate.

27. It has also contended on behalf of the respondents that the entire area is proposed to be developed into a District Centre and, therefore, there would be no occasion for renewal of lease is again misplaced. It is relevant to point out that Mr. P. K. Pradhan, the then Joint Secretary (DNL) at the relevant time, way back on 15.06.2001 had noted on the said file as under: -

> "…….Secondly, the area under the Army press appears to be handed over by the Ministry of Home Affairs as evacuee property to the Govt. of NCT of Delhi. This area has to be identified and papers collected so that whether this land could be taken by L&DO could be considered. Alternatively, this land has to be excluded from the proposal .... "

28. In **Rehabilitation Ministry Employees Co-operative Housing Building Society Ltd. v. Union of India**[2]**,** it was held that any administrative decision, even if, the same is a high-powered policy decision by the Cabinet cannot be at variance with or contrary to the provisions of the DPCR Act. The relevant paragraphs of the judgment are reproduced as under: -

> "**17.** The very fact that the impugned order dated 7th May, 1979 was passed also shows than an allotment had been made earlier. As already stated hereinabove, by the order dated 7th May, 1979 the allotment which had been made earlier was sought to be cancelled. There can be no requirement to cancel an allotment if a valid allotment had not been made. The said order, therefore, clearly postulates that an allotment as contemplated by the Act had been made. In ground 2 of the writ petition it has been specifically averred that 60 acres of land had been allotted to the Society out of the compensation pool under the provisions of the Act and the Rules made there under and in particular under Sections 14 and 20 of the Act and Rules 87 and 101 of the Rules. In reply to the said ground there is a bald denial. There is no averment in the reply-affidavit, and was sought to be contended at the time of arguments by

[2] **ILR 1982 Del 1450: 1980 SCC Online Del 232**

Shri Lokur, namely, that no allotment had been made by a competent authority. Whether the allotment had in fact been made under Section 20 by the Competent Authority, namely, the Managing Officer or not is purely a question of fact. At no stage was in everredated by the respondents that the Managing Officer had not passed the order of allotment. Even in the return to the writ petition, it was no where stated that the Managing Officer had not passed any order under Section 20. In the absence of any pleadings, and in the absence of any evidence on record, Shri Lokur cannot be permitted to contend that no allotment was in fact made by the Managing Officer. The effect of accepting this submission would be that the statements which were made by the Ministers in the House of Parliament would be wrong statements. I am not prepared to accept the bald argument without any averment having been made by way of an affidavit and without there being any documents on the record which can show that the Managing Officer did not in fact pass any such order. It must be presumed that the Government had acted in accordance with law. For the last ten years Government had been stating invariably that an allotment had in fact been made of the land in question the Govt. cannot be permitted to resile from the stand already taken by them. I am, therefore, of the opinion that a valid allotment as contemplated by Section 20 of the Act had in fact taken place.

18. It was next contended on behalf of the respondents that the allotment was invalid because it had been made in disregard of the high policy decision which had been recorded in the Cabinet decision of January, 1967. There is no merit in this submission. The land in question formed part of the compensation pool. It could go out of the compensation pool only in accordance with the provisions of the Act. If no order was passed in accordance with the provisions of Section 20 then the land could not go out of the compensation pool, even if a high powered policy decision had been taken. It is, therefore, not correct to state that because of the policy decision having been taken, namely, that the surplus land should be transferred from the Ministry of Rehabilitation to the Delhi Administration, the allotment could not be made under Section 20 of the Act. It has been rightly contended by the petitioner, while relying upon the authority of *Bhiru Mal alias Bhoju Mal* v. *The Financial Commissioner, Revenue, Haryana, Chandigarh*, 69 P.L.R. 656 (1) that an administrative decision cannot be at variance with or contrary to the previsions of any Act. In the aforesaid case it was held that if on the basis of any administrative instructions an order is passed such an order would be defective. It was held that the power to transfer property from the compensation pool is vested in the Managing Officer under Section 20 of the Act. The powers have to be exercised subject to the rules that may be made under the Act and the discretion of the Managing Officer cannot be controlled by any administrative decision or instructions. Reliance in this case was also placed on a Bench decision in the case of *Bishan Singh* v. *The Central Government*, 63 P.L.R. 75 (2) wherein it was held that no press note can be issued by the Central Govt. or by the Chief Statement Commissioner dealing with the manner for disposal of acquired urban agricultural land. It was held that such press notes would not be valid and no action could be taken on the basis thereof and that the Central Govt. could not sell such land without framing relevant rules. The import of these decisions clearly is that whether land is to go out of the compensation pool or not is for the Managing Officer to decide. If the Managing officer acts on the basis of any administrative instructions then such a decision would be quashed as having been passed for extraneous reasons. When an act requires a particular action to be taken in a particular manner, no administrative decision can be taken to nullify such a provision of he statute. If the contention of the respondents is accepted it would men that Section 20 of the said Act would have to yield to any administrative decision which is taken by the Government from time to time. This is certainly not permissible. It is well settled that there can be no administrative decision, even by the Cabinet, which would in any way be contrary to the provisions of a statute. If, therefore, as in the present case, allotment has been made of land, in accordance with the provisions of Section 20 of the Act, such an allotment cannot be regarded as invalid merely because the same may be regarded as having been made contrary to the policy decision which had been recorded by the Cabinet on January, 1967."

Thus, the aforesaid contentions of the respondents with regard to land for HUDCO, District Centre, cannot deny the rights and entitlements of the petitioners.

CONCLUSION

29. In the totality of facts and circumstances of the case and legal position as noted hereinbefore, the respondent No.1, in the considered opinion of this Court, should execute lease deed of land with superstructure in favour of the petitioners for 30 years *w.e.f.* 08.11.1962, when the provisional possession was handed over to the auction purchaser, with option to the lessee for two further renewal of 30 years lease each on payment of premium at the then current market charges for the land alongwith ground rent @ 2 ½ percent thereof (ground rent subject to revision at interval of 30 years).

30. In view of the above, respondent No.1/L&DO is directed to execute, within six weeks, lease deed of land in respect of property described as "Army Press" (Site Nos. 1 and 2) Old, Khyber Pass, Delhi, comprising of plot of land measuring 1013 square yards with superstructure in favour of the petitioners for 30 years *w.e.f.* 08.11.1962 with option to lessee for two further renewal of 30 years each (payment of the premium at the then market value of land and superstructure of Rs.3,05,000/- has already been paid) alongwith ground rent @ 2 ½ percent (ground rent subject to revision at interval of 30 years). L&DO would raise a demand for leasehold rights for the first and second renewal for thirty years each within four weeks of the execution of the aforesaid lease. Petitioners would pay the same within four weeks from the date of demand. Thereafter, the lease deed for first and second renewal period of land and superstructure would be executed by L&DO in favour of the petitioners as per the aforesaid terms. Further, the impugned letter dated

24.08.2006 of respondent No.1 is hereby quashed. However, the government authorities are at liberty to take action against any unauthorized construction or to acquire the subject land but after following due process of law.

31. The petition stands disposed of in the aforesaid terms.

32. Pending application, if any, also stands disposed of.

33. Judgment be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA
(JUDGE)

NOVEMBER 26, 2025*/bsr/kr/nk/ns*