



2026:DHC:2356



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment pronounced on: 20.03.2026

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W.P.(C) 5363/2023 and CM APPLs. 20958/2023, 51712/2023, 9313/2024, 39879/2025**UNITED NEWS OF INDIA**

.....Petitioner

Through: Mr. Rajshekhar Rao (Sr. Advocate)
along with Mr. Praveen Kumar,
Mr. Nikhil Singhvi, Mr. Vinayak
Bhandari, Mr. Sarthak Gupta,
Mr. Soham Krishan Luthra, Mr.
Suman Raj, Advocates.

versus

**UNION OF INDIA THROUGH LAND
AND DEVELOPMENT OFFICER MINISTRY
OF HOUSING AND URBAN AFFAIRS & ANR.**

.....Respondents

Through: Mr. Chetan Sharma (ASG) along with
Mr. Ashish K. Dixit (CGSC) along
with Mr. Umar Hashmi, Mr. Gautam
Yadav, Advs. and Mr. Gaurav,
Mr. Suchit Goyal (Dy, L&DO), Ms.
Iqra Sheikh, Mr. Amit Gupta, Mr.
R.V. Prabhat, Mr. Yashvardhan and
Mr. Naman, Advocates for R-1.
Mr. Yashaswi S K Chocksey (GP) for
UOI.
Mr. Gaurav along with Mr. Yash
Narain, Advs. along with Mr. Bipin
Bhatt (Section Officer/ L&DO).
Mr. Vikramjit Banerjee (ASG) along
with Mr. Apoorv Kurup (Sr.
Advocate) along with Ms. Gauri
Gobhurdun, Mr. Nring C. Zeilang,
Advocates.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA**



JUDGMENT

CM APPL.58548/2023 (Application on behalf of Press Council of India for impleadment as a party in the present proceedings)

1. The present application for impleadment is filed in the present Writ Petition bearing W.P.(C) 5363/2023, wherein the Petitioner/ United News of India has assailed the letter no. L&DO/L-II-B/10(88)/2017/91 dated 29.03.2023 (“Impugned Cancellation Letter”) issued by the Respondent No.1/ Land & Development Office, Union of India (L&DO). The Applicant – Press Council of India seeks to implead itself in the present petition on the ground that it is a necessary and proper party to the proceedings.
2. Learned senior counsel for the Applicant submits that, being a co-allottee, the grant of any relief to the Petitioner in respect of the cancellation of allotment of the subject land would inevitably affect the interests of the Applicant as well. Accordingly, the Applicant seeks to be impleaded in the present proceedings so as to be heard in the matter.
3. On 24.09.2025, the Petitioner filed its reply to the said application strongly opposing to the impleadment of the Press Council of India, stating that the same is not maintainable.
4. The present petition impugns the cancellation action taken by the L&DO *qua* an allotment made to the petitioner. The said challenge is required to be adjudged on its own merit; the stand of the Press Council of India (PCI) will have no bearing thereon. No relief has been sought against the PCI in these proceedings. As such, this Court has not found it necessary to formally implead the PCI in these proceedings. Nevertheless, PCI has been given an opportunity to refer to certain documents (official



correspondences), and make submissions on the legal issues.

5. The said application stands disposed of.

W.P.(C) 5363/2023

6. The present writ petition has been filed by the Petitioner/ United News of India, under Article 226 of the Constitution of India, *inter-alia* assailing the Impugned Cancellation Letter, issued by the Respondent no.1/ Land and Development Office, Union of India, whereby the allotment of land admeasuring 2024 sq. meters at 9, Rafi Marg, New Delhi, which had been allotted to the Petitioner, has been cancelled on the ground of alleged violation of the terms of the allotment letter dated 27.06.2000. The principal grievance of the Petitioner is that the impugned cancellation is arbitrary, unreasonable and contrary to the terms governing the allotment. The Impugned Cancellation Letter dated 29.03.2023 reads as under:

BY SPEED POST

Computer No. 3131463
No. L&DO/L-II-B/10(88)/2017/ 91
Government of India
Ministry of Housing & Urban Affairs
Land & Development Office
Nirman Bhawan, New Delhi,
Date: 29 March, 2023.

To, ✓
Mr. Ajay Verma,
Authorized Signatory,
United News of India,
9, Rafi Marg,
New Delhi-110001

Subject: Cancellation of land allotted to United News of India for construction of Composite Building with Press Council of India at 9, Rafi Marg, New Delhi – due to Non construction of building.

Sir,

I am directed to say that a piece of land measuring 2024 sq. mtrs. at 9, Rafi Marg, New Delhi was allotted to United News of India vide this office letter No.L-II/10(88)/2000/391 dated 27.06.2000 for construction of Composite Building with Press Council of India. As per clause 1(v) of the said allotment letter "The allottees will complete the construction within a period of 2 years from the date of handing over the said land".

2. As per terms & conditions of the said allotment letter, the United News of India (UNI) failed to comply with the terms of allotment after a lapse of 22 years which is gross violation of terms of allotment and never sought extension of time for construction of building.

3. In the meantime, the co-allottee Press Council of India has intimated vide letter dated 19.7.2022 that they have been requesting UNI continuously to start construction of the composite building at the allotted land but UNI expressed their inability to arrange funds on their part and the matter has come to a standstill.



4. In this matter, various meetings held in the Office of PCI and Land & Development Officer but no one appears from the United News of India in these meetings. Minutes of the meetings dated 29.9.2022 were issued on dated 28.10.2022 but no reply received from UNI till date.

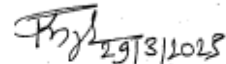
5. Accordingly, a last opportunity was given to UNI vide show cause notice dated 12.01.2023 was issued to UNI to show cause (SCN) as to why the allotment of land in favour of United News of India may not be cancelled on the following grounds:-
a. neither constructing the building timely nor sought extension of time
b. asking for subletting their share of land without starting the construction,
c. occupying the 620.76sq. mtrs. of land, which belongs to the PCI, in an unauthorised manner, and
d. for not cooperating with PCI in the construction of composite building which results in prolonged delay in construction.

No reply has been received from UNI.

Contd..2/-

6. In view of above, the land measuring 2024 sq. mtrs. at 9, Rafi Marg, New Delhi and allotted to United News of India vide this office letter No.L-II/10(88)/2000/391 dated 27.06.2000 for construction of Composite Building with Press Council of India hereby stands cancelled for violation of clause 1(v) and 1(xiv) of the said allotment letter. It is therefore requested to hand over the vacant peaceful possession of the land to Sh. Suresh Kumar, Engineer Officer, the representative of this office on dated 10.04.2023 at 11:30 AM.

Yours faithfully,



(Sunil Kumar Singh)

Dy. Land & Development Officer

Ph. 23063613

Copy to:

1. The Chairman, Press Council of India, Sookna Bhawan, 8, CGO Complex, Lodhi Road, New Delhi.
2. JS (Policy & Amin.), Ministry of Information & Broadcasting, Shastri Bhawan, New Delhi.
3. Pay & Accounts Officer, M/o.HUA, Nirman Bhawan, New Delhi.
4. The Principal Director of Audit, Economic & Service Ministries, AGCR Building, I.P. Estate, New Delhi.
5. Vice Chairman, DDA, Vikas Sadan, INA, New Delhi.
6. Chief Architect, CPWD, Nirman Bhawan, New Delhi
7. Delhi Urban Arts Commission, New Delhi.

Dy. Land & Development Officer

FACTUAL MATRIX

7. An allotment letter dated 14.12.1979 was issued by the Land and Development Office (L&DO) in favour of the Petitioner, whereby land situated at 9, Rafi Marg, New Delhi came to be allotted. The said letter



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recorded the area of the plot as measuring 1.453 acres (0.588 hectares). The allotment was made not only for the benefit of the Petitioner but also in respect of four other participating news media institutions, namely, the Press Association of India, the Press Institute of India, Samachar Bharati, and Hindustan Samachar, for the purpose of constructing a composite office complex intended to house the offices of the said news media organizations. The said letter reads as under: -

*“Government of India
Ministry of Works and Housing
Land & Development Office
Nirman Bhawan*

No. L.II.1(576)/78

New Delhi, dt. 14th Dec. 1979

To

*The United News of India,
9, Rafi Marg,
New Delhi-110001*

Sub: Allotment of land to the United News of India for construction of a composite office complex to accommodate the requirements of U.N.I. and other News Media.

** * **

Dear Sir,

I am directed to say that the President is pleased to sanction allotment of plot of land measuring about 1.453 acres or 0.588 hectares on Rafi Marg New Delhi (as shown in L&DO's plan NO. 3453 enclosed) to the United News of India on behalf of the United News of India and four other participating News Media viz. the Press Association of India, the Press Institute of India, the Samachar Bharti and the Hindustan Samachar for the construction of a composite office complex to accommodate the offices of these news media.

The allotment is subject to the terms and conditions as given in the Agreement for Lease & Perpetual Lease, which shall also include the followings:-



- (i) *The date of allotment of the site will be the date of this letter and all payments in respect of this allotment will become due for payment from this date.*
- (ii) *The United News of India shall be required to construct the building in conformity with the architectural surrounding of the area, within 2 (two) years from the date of formal handing over the possession of the land.*
- (iii) *The United News of India shall be required to pay for the land @ Rs. 3 lakhs per acre as premium plus annual ground rent @ 2^{1/2} % thereon.*
- (iv) *The land shall be used by the United News of India only for the construction of a composite office complex to accommodate the offices of the above said news media and for no other purpose whatsoever without the prior approval of the lessor. No residential accommodation except for a caretaker or chowkidar shall be allowed to be construction on the land. The plinth area of the residential unit of caretaker or chowkidar will be fixed by the lessor in his absolute discretion but shall not exceed 34 sq. meters or 365 sq.ft. for chowkidar's residence or 55.75 sq. meters or 600 sq.ft. for caretaker's residence.*
- (v) *The trees, if any, standing on the plot shall remains as Govt. property and shall not be removed otherwise disposed of without obtaining prior permission of this office.*
- (vi) *The United News of India shall execute the Lease Agreement & Lease Deed at their own cost on behalf of all the five News media viz. the UNI, the Press Insitute of India, the Samachar Bharti, the Press Association of India and Hindustan Samachar.*
- (vii) *The United News of India shall be required to get the plan approved from the Municipal Authority (Local Body) and then from this office before the commencement of the construction work on the land.*
- (viii) *The land in question falls under the jurisdiction of the New Delhi Municipal Committee.*
- (ix) *The United News of India shall be required to pay ground rent half yearly in advance i.e. on the 15th January and 15th July each year whether the same shall have been demanded or not, and in case of your failure to make the payment of ground rent on due dates will render you liable to pay interest @ 10% per annum or at such rates as Govt. may fix from time to time for the period the payment of ground rent is delayed from the date it fall due.*



- (x) *The United News of India shall also be required to pay the depreciated cost of the superstructure standing on the land as assessed by the Central Public Works Department and will be intimated in due course.*
- (xi) *The build-up accommodation in the proposed composite office complex shall be shared by all the five participating news media.*
- (xii) *The United News of India shall not declare dividends to the shareholders as it has converted itself into a non-profit making company under section 25 of the companies Act.*
- (xiii) *In case the company is wound up or its conversion into a company, for profit without licence under section 25 of the companies Act, the lease hold land along with the superstructures thereon, if any put up by the company i.e. United News of India shall stand reverted to the lessor.*

3. *The Press Club of India and the Delhi Union of Journalists shall also be accommodated in the proposed composite office complex on payment of economic rent if they come up with a request for allotment of accommodation at a later date.*

4. *If the above terms and conditions are acceptable to the United News of India the acceptance thereof may please be communicated together with a cheque for a sum of Rs. 4,46,827.50*

1.Rs. 4,35,900.00 as premium

2.Rs. 10,897.50 as yearly ground rent.

3.Rs. 30.00 cost of preparation of Agreement for lease.

Crossed 'Not negotiable' and drawn in favour of the Land & Development Officer, Nirman Bhawan, New Delhi. If no reply is received within 30 days from the date of receipt of this letter, it will be assumed that you are not interested in the allotment and the allotment will be cancelled at your risk.

5. *Six copies of the constitution of the UNI may also be furnished to this office.*

The possession of the site with superstructure will be handed over to you after completion of above formalities and after registration of Agreement for Lease.

Yours faithfully,

Sd/-

(R.S. Sibal)

Engineer Officer

for & On behalf of the President of India

Encl: One Plan."



8. On 08.08.1980, the aforesaid allotment letter dated 14.12.1979 was modified, whereby certain minor revisions were effected with respect to the area of the plot as well as the premium and ground rent payable in relation thereto. The said letter dated 08.08.1980 reads as under: -

Government of India
Ministry of Works and Housing
Land and Development office
6th Floor, Nirman Bhawan

No. I-II-1(576)/78

Dated 8.8.1980

To
The United News of India
9 Rafi Margh
New Delhi

Sub:- Allotment of land to the United News of India for Construction of a composite office complex to accommodate the requirement of U N I and other News Media

Sir,

In partial modification of this office allotment letter No. I-II-1(576)/78 dated 14.12.79 the following may be substituted as Under:-

1. The area of the plot may be read as 1.523 acres instead of 1.53 acres as shown in plan L& DO 3453 enclosed.
2. The premium of Rs. 4,56,900.00 may be read in place of Rs. 4,35,900.00.
3. The rate of ground rent may be read as Rs. 11422.50 P.A. instead of Rs. 10,897.50 P-1.

All the other terms and conditions of the allotment letter No. I-II-1(576)/78 dated 17.12.79 will remain the same.

If the above terms and conditions are acceptable to the United News of India, the acceptance thereof may please be (Rs. 21000.00 as difference of premium and Rs. 525.00 as difference of ground rent) crossed 'Not negotiable' and drawn in favour of the Land and



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Development Officer, New Delhi. If no reply is received within 30 days from the date of receipt of this letter it will be assumed that you are interested in the allotment and the allotment will be cancelled at your risk.

Yours faithfully
(B.S. Sibal)
For and behalf of President of India

9. It is noticed that, in terms of the allotment letter dated 14.12.1979, the Petitioner was required to complete construction of the proposed building within a period of two years from the date of formal handing over of possession of the land. The Petitioner asserts that the premium and ground rent stipulated in the said allotment letter were duly paid and that the depreciated cost of the existing superstructure on the plot was also deposited. It is further stated that a Memorandum of Agreement dated 22.01.1981, along with a rectification deed dated 25.02.1981(seeking to amend the said Memorandum), came to be executed, copies whereof have been placed on record along with CM APPL. 81679/2025 (seeking to place on record certain additional documents). Be that as it may, it is not in dispute that no steps were taken by the Petitioner towards construction of the building/composite office complex in accordance with the stipulations contained in the allotment letter dated 14.12.1979. Notwithstanding the same, a revised allotment letter dated 07.11.1986 came to be issued in supersession of the earlier office letter No. L-I-II-I(576)/78 dated 08.08.1980. A copy of the said communication has been placed on record as Annexure P-5 to the present petition. The said letter reads as under:-



“The United News of India
Rafi Marg,
New Delhi,

Sub:- Allotment of land under 9, Rafi Marg, for New Media Units for construction of a composite office complex.

Sir,

In suppression of this office letter No. L -1(576)/78 dated 8.8.80, I am directed to say that the President is pleased to sanction allotment of a plot of land measuring 1 acre (as show bounded, in red in LDO Plan No. 3453) on Rafi Marg, New Delhi to the United News of India, Press Club of India and Press Association (hereinafter referred to as “the said news media”) for construction of a composite office complex for accommodating the news media.

2. The allotment is subject to the terms and conditions as given in the Memorandum of Agreement and Perpetual Lease which shall also include the followings:-

- (i) The date of allotment of the site will be the date of this letter and all payments in respect of this allotment will become due for payment from the date of offer of handing over possession or the date of binding, over possession, whichever is earlier.
- (ii) The United News of India, Press Club of India and Press Association shall be required to construct the building in conformity with the architectural surroundings of the area, within 24 months from the date the parties are allowed to enter the land.
- (iii) The said news media will be required to pay security for the land at the concessional rate of Rs. 3 lakhs per acre and the license fee at 2.1% of the security amount every year. On grant of lease hold rights, the amount of security will be treated as the premium for the land and



the said news media will be liable to pay the annual ground rent at 2% of the premium.

- iv. The land will be used for putting up composite office building, utilizing the full FAR permissible for accommodating the requirement of the said news media or any other media unit/Govt/semi Govt organization/ any other organization that may be nominated by the Govt.
- v. The land is allotted jointly to the United news of India, press club of India and Press Association.
- vi. The land is allotted initially on license basis on terms and conditions contained in the memorandum agreement to be entered into for this purpose. After the construction of the composite office building and satisfactory fulfilment of the other terms and conditions of the said agreement, leasehold rights will be granted.
- vii. In addition, the said media units shall be required to pay depreciated cost of the building standing on the land, on the basis of the present-day cost minus depreciation.
- viii. The said media units shall be required to get the plans approved from the Municipal Authority (Local Body) and then from the office, DDA, DUAC (Design Urban Arts Commission) etc. Before the commencement of the construction work on the land. The building shall be constructed by the said news media at their own cost according to designs and plans so approved by the above stated organizations.
- ix. The said media units will be entitled to the following percentage share of accommodation in the space created in the above composite office building:-
United New India - 50%
Press club of India- 25%
Press Association- 25%
- x. As the allotment is being made at a concessional rate, the said news media cannot sublet accommodation in favour of third parties provided that if at any time there is any office space or accommodation available in the said multistoried office complex which is surplus to the requirement of the press media, the government shall have the right to nominate any other news media (including government media) or any other organization (Govt/semi Govt organization) upon payment of economic rent/license fee to be prescribed by the direct rate of state in respect of the space allotted to such news media/organization/ Govt/semi Govt organization. Such rent shall be calculated on the basis of concessional value at which land is allotted to the news media.



(xi) The said media units shall enter into an agreement among themselves as to the basis on which they will share the cost of the construction. The agreement will provide for other incidental matter, including arrangements for construction, management of property etc. Three copies of the Agreement shall be sent by them to this office and shall form a part of the licence agreement (i.e. Memorandum of Agreement to be entered into by them with the Government.

(xii) The liability for payment of security/ licence fee/ premium/ Ground rent and other dues to the Govt. under this allotment shall be joint and several.

(xiii) The said media units to whom the land has been allotted jointly shall not be entitled to divide the land by meants and bounds or demarcate on the land any share of the respective parties.

(xiv) Not-with-standing the provision of clause (xii) above, in the event of any breach committed by the parties to this joint allotment, the right of re-entry will be restricted to this portion of the building and the undivided interest in land of the party in default.

(xv) The parties shall clearly show on a building plan the space allotted to each party under this allotment and forward the same to the Government. The plan shall form part of the lease deed to be entered into by the Government with the parties.

(xvi) If any surplus space remains after meeting requirements of the media units, the Govt. will have the right to sponsor any other news organization for purchasing space, or hiring accommodation in the composite office building on the basis indicated in clause (x) above.

(xvii) The land shall be used for the purpose for which it has been allotted and for no other purpose whatsoever without prior approval of the lessor.



(xviii) No residential units except that of a caretaker or of a chowkidar shall be allowed to be put on the land. The plinth area of the residential unit of caretaker or chowkidar will be fixed by the lessor in his absolute discretion but shall not exceed 34 sq. meters or 365 sq.ft. for chowkidar's residence or 55.75 sq.mts. or 600 sq.ft. for caretaker's residence.

(xix) In case the company/ society/ cooperative society constituting the said media units is wound up or converted into a company for profit, the Government shall have the right to rescind or revoke the licence (Memorandum of Agreement) or cancel the lease deed, as the case may be.

(xx) The said media units will be required to execute such other documents and comply with such formalities as may be necessary, or are usually done for giving effect to the allotment on the terms and conditions herein mentioned.

(xxi) The said news media units will be required to submit to any legislation on Apartment Ownership that may be enacted for the Union Territory of Delhi.

(xxii) The Agreement executed with the U.N.I. on the earlier allotment will be cancelled after furnishing to the land and Development office a consent in writing by the U.N.I.

(xxiii) The trees, if any, standing on the plot shall remain as Government property and shall not be removed or otherwise disposed of without obtaining prior permission of this office.

(xxiv) The news media shall execute the Memorandum of Agreement and lease deed at their own cost.

(xxv) The land in question fall under the jurisdiction of the New Delhi Municipal Committee.

(xxvii) The United News of India shall not declare dividends to the shareholders as it has converted itself into a nonprofit making company under section 25 of the Companies Act.



(xxviii) In the event of winding up or its reconversion into a company for profit without license under Section 25 of the companies Act the lease hold land along with the superstructures thereon, if any, put up by the Company, i.e. United News of India, shall stand reverted to the lessor.

(xxix) If the news media so desire, on receipt of a formal request from than and after completing usual formalities the amount lying in this office to their credit against the earlier allotment will be adjusted towards their dues for this allotment. The balance if any, to their

credit will be returned to them on their producing the no demand certificate' from Directorate of Estate towards the licence fee payable by then to that office for the allotment of Government bungalow being occupied by them at present.

3.If the above terms and conditions are acceptable to the United News of India? Press Club of India and Press Association the acceptance thereof may please be communicated with a cheque/demand draft for a sum of Rs. 307530/- (Rs. 3,00,000/- as security, Rs. 7,500/- as licence fee for 1st year and Rs. 30/- as cost of preparation of Memorandum of Agreement) crossed ' Not Negotiable and drawn in favour of Land & Development Officer, New Delhi. If no reply is received within 30 days from the date of receipt of this letter, it will be assured that you are not interested in allotment and allotment will be cancelled at your risk.

4.Six copies of the Memorandum of Association of your Association may also be furnished to this office.

5.The possession of the site will be handed over to you after completion of above formalities and after execution of the licence deed.

Yours faithfully,

Sd/-

(L.D. GANDTRA)

Engineer Officer

For & on behalf of president of India

Encl: 1 plan.



10. As is evident from the aforesaid communication, it was contemplated that the land would stand jointly allotted to the Petitioner, the Press Club of India, and the Press Association. The aforesaid allotment letter records the area of the allotted plot as admeasuring 1 acre, and envisaged that the said land would be jointly allotted amongst United News of India, Press Club of India, and Press Association in the following proportions: -

United News of India – 50%

Press Club of India – 25%

Press Association– 25%

11. The said allotment letter further contemplated the following arrangement: -

- vi. The land is allotted initially on license basis on terms and conditions contained in the memorandum agreement to be entered into for this purpose. After the construction of the composite office building and satisfactory fulfilment of the other terms and conditions of the said agreement, leasehold rights will be granted.

12. Clause (xi) of the allotment letter dated 07.11.1986 provided that the said media institutions were required to enter into an agreement amongst themselves stipulating the basis on which the cost of construction of the proposed building would be shared, along with other incidental matters, including the arrangements for construction, management, and maintenance of the property.

13. Admittedly, the requisite steps that were required to be taken in terms of the allotment letter dated 07.11.1986 were not taken inasmuch as no agreement was entered into between the concerned allottees nor any steps were taken for raising the requisite construction.



14. On 17.06.1999, yet another allotment letter came to be issued in respect of the land situated at 9, Rafi Marg, New Delhi. The said communication records that the total area of the plot measured 1.841 acres, out of which 1 acre had already been jointly allotted to United News of India, Press Club of India, and the Press Association. The letter further purported to allot the remaining 0.841 acres to the Press Council of India and the Joint Director General of Foreign Trade, Ministry of Commerce. It was further contemplated therein that a composite building on the entire plot would be constructed by the Central Public Works Department (CPWD), in which the various allottees would be entitled to share the built-up space in the proportions specified in the said allotment letter. The said allotment letter dated 17.06.1999 reads as under: -

GOVT. OF INDIA
MINISTRY OF URBAN DEVELOPMENT
LAND & DEVELOPMENT OFFICE
NIRMAY BHAVAN NEW DELHI

No. L&DO/L-II-10 (88)/99/475 Dated:- 17/6/99

To,

1.	The Chairman & President Press Council of India Pandit House Copernicus Marg New Delhi	2.	Director, Joint Director General of Foreign Trade Ministry of Commerce Udyog Bhavan New Delhi
----	--	----	--

Sub:- Allotment of land to Press Council of India and Joint Director of General Foreign Trade Ministry of Commerce, at 9, Rafi Marg New Delhi.

Sir,

I am directed to convey the sanction of the President of India to the allotment of land as per L&DO's plan No. 34532) measuring in area of 1400 sq. Mts to the Press Council of India and 2000 sq mts to the Joint Director General of Foreign Trade Ministry of Commerce at 9, Rafi Marg for construction of their office building. The Allotment is subject to the terms & conditions to be given in the Memorandum of Agreement & Perpetual Lease which shall also include the following terms & conditions.



- i) The Press Council of India shall pay the land cost @ Rs. Twenty two lacs per acres plus 2 and $\frac{1}{2}$ % thereof as annual ground rent.
- ii) The Joint Director General of Foreign Trade Ministry of Commerce shall pay the land cost @ Rs. 32 lacs per acre.
- iii) The total plot are of 9. Rati Marg is 1.841 acres out of this 1 acre has already been allotted to UNL Press Club of India and Press Association. The balance 0.841 acre is now allotted to the Press Council of India and Joint Director General of Foreign Trade Ministry of Commerce. A Composite building on the entire plot will be constructed by C.A. CPWD in which all the allottees will

share the built-up space as detailed below and pay the propionate and cost to the L&DO and construction cost to the C.A CPWD:-

a)	UNI	-	2024 sq. mts.
b)	Press Club of India	-	1012 sq. mts.
c)	Press Association	-	1012 sq. mts.
d)	Press Council of India	-	1400 sq.
e)	Joint Director General of Foreign Trade Ministry of Commerce	-	2000 sq. mts

- iv) The CA. CPWD will prepare the composite building plan and get in cleared from The local boav DUAC etc. before starting the actual construction. The cost of plan as well as construction cost will be some propermonately by all the adhere unconcern.
- v) The allottee CA. CPWD will complete the construction within a period of 2 years from the date of handing over of the land.
- (vi) the allottee shall also be required to pay depreciated cost of the building standing on the land of the basis of the present day cost minus depreciation as calculated by the CA. CPWD.
- (vii) The allottees shall not be permitted to divide the land and they will be provided any the proportionate FAR built-up space.



- viii) The allottees shall utilize the land only for the purpose for which it has been allotted and not for any other purpose.
- ix) The land will be subject to the inspection during after construction of the building.
- x) The trees if any standing on the pilot shall be the Govt. property and the same shall not be removed or otherwise disposed or without obtaining prior approval of this office.
- xi) The allottees shall execute the Memorandum of Agreements and Lease Deed at its own costs.
- xii) The allottee shall pay licence fee verity in advance i.e. on 15th January and 15th July every year whether the same is demanded or not and in the case of nonpayment of licence fee before the dates the allottee will be liable to pay interest at the rates prescribed by the Govt.
- xiii) The date of allotment of the site will be the date of this letter.
- xiv) Non-fulfillment non-compliance and violation of any of the aforesaid terms and conditions and also the terms & conditions of earlier allotment letter Agreement for Lease will amount to cancellation of the allotment of the land.

If the above terms & conditions are acceptable to Press Council of India & Ministry of Commerce the written acceptance thereof may be communicated within 45 days from the date of this letter alongwith a cheque demand draft in favour of Land & Development Office, New Delhi. The details of amount provisionally payable by the allottees separately are as follows:-

A) Press Council Of India

i)	Premium	-	Rs. 7.61.084/-
ii)	Ground Rent @ 2 ½% of premium	-	Rs. 19.027/- P.A.
iii)	Cost of Lease Deed	-	Rs. 30/-

~



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B)

i)	Premium	-	Rs. 10,87,263/-
ii)	Cost of Lease Deed	-	Rs. 30/-

If the acceptance is not received within time, it will be presumed that the allottee is not interested in the allotment and it will be cancelled at their own risk.

Yours faithfully

Sd/-

(LAJPAT RAI)

Assistant Settlement Commissioner]

For & on behalf of President of India

Copy to:-

1. The Principal Director of Audit, the Economic & Service Ministers.

AGCR Building I.P. Estate. New Delhi.

2. Finance Division (Land Unit).

3. Ministry of Information & Broadcasting Shastri Bhavan New Delhi.

4. Ministry of Commerce. Udyog Bhavan New Delhi.

5. Lt. Governor. Raj Niwas. Delhi.

6. CA. CPWD Niman Bhavan New Delhi.

7. VC. DDA Vikas Sadan New Delhi.

8. Chief Planner, TCPO, New Delhi.

9. Directorate of Estates (Works Div.)

10. Press Council of India, Faridkot House, Copernicus Marg New Delhi.



11. Information Officer, Ministry of UA&E. Shastri Bhavan, New Delhi.
12. DUAC. New Delhi.
13. (ENDZ-II) CPWD . R.K. Puram. New Delhi.
14. PS to UAEM PS to MOS Sr. PPS to Secy (CAE) PS to special secretary PS to AS (LD) PS to JS (UD).
15. A C Section L&DO.
16. S D Section L&DO.
17. Guard File.
18. UVI 9 Rafi Marg New Delhi.
19. Press council of India New Delhi.

Assistant Settlement Commissioner

15. Admittedly, no memorandum of agreement or any lease deed was executed in respect of the land/ allotted area, despite the stipulation contained in clause (xi) of the allotment letter dated 17.06.1999.

16. Thereafter, a revised allotment letter dated 27.06.2000 came to be issued in respect of the said land, in partial modification of the earlier allotment letter dated 17.06.1999. By way of the said communication, sanction was conveyed for the allotment of land admeasuring 5289.52 sq. mtrs. situated at 9, Rafi Marg, New Delhi in favour of the Press Council of India and United News of India equally, for the purpose of construction of their composite office building. The said letter reads as under: -



Government of India
Ministry of Urban Development and Poverty Alleviation
Land and Development Office
Nirman Bhavan, New Delhi

No.L-II-10(88)/2000/ 391

Dated.....27/6/2000

To

- ✓ 1. The Chairman & President,
Press Council of India,
Faridkot House,
Copernicus Marg,
New Delhi.
2. The Chief Editor & General Manager,
United News of India,
9, Rafi Marg,
New Delhi.

Subject:-Allotment of land to Press Council of India and United News of India at 9, Rafi Marg, New Delhi.

Sir,

In partial modification of this office letters No.L-II-1(576)/86 dated 7.11.86 and No.L-II-10(88)/99/475 dated 17.6.99 I am directed to convey the sanction to the allotment of land measuring 5289.52 sq.mtrs. (as per L&DO's Plan No.3453/2) at 9, Rafi Marg to Press Council of India and United News of India for construction of their office building. The allotment is subject to the terms & conditions to be given in the Memorandum of Agreement & Perpetual Lease which shall also include the following terms & conditions:-

- (i) The Press Council of India shall pay the land cost @ Rs.22 lacs (Rupees twenty two lacs only) per acre plus 2.5% thereof as annual ground rent for the extra land now allotted. This rate was valid up to 31 March, 2000. The Press Council of India



will pay the enhanced land rate as and when revised subsequently.

- (ii) The United News of India shall pay the land cost for the excess land now allotted to United News of India at current rate, i.e., @ Rs.57,960/- per sq.mtrs. plus 2.5% thereof as ground rent. This rate was valid up to 31 March, 2000. The United News of India will pay the enhanced land rate as and when revised subsequently.
- (iii) The total plot area of 9, Rafi Marg is now 5289.52 sq.mtrs. which may be equally shared by Press Council of India & United News of India without physical sub-division of the plot. Out of this 1400 sq.mtrs. was already allotted to Press Council of India and 2024 sq.mtrs. was already allotted to United News of India. A composite building on the entire plot will be constructed by the C.A., CPWD in which the allottee shall pay the proportionate land cost to the Land and Development Office & construction cost to the C.A., C.P.W.D.
- (iv) The CA, CPWD will prepare the composite building plan and get it cleared from the local body, DUAC, etc. before starting the actual construction. The cost of plans as well as construction cost will be borne proportionately by both the allottee institutions.
- (v) The allottees/CA, CPWD will complete the construction within a period of 2 years from the date of handing over of the land.
- (vi) The allottees shall be required to pay depreciated cost of the building standing on the land on the basis of the present day cost minus depreciation as calculated by the CA, C.P.W.D.
- (vii) The allottees shall not be permitted to divide the land and they will be provided only the proportionate FAR/built-up space.
- (viii) The allottees shall utilise the land only for the purpose for which it has been allotted and not for any other purpose.
- (ix) The land will be subject to the inspection during after construction of the building.



- (x) The trees, if any, standing on the plot shall be the Government property and the same shall not be removed or otherwise disposed of without obtaining the prior permission of this office.
- (xi) The allottees shall execute the Memorandum of Agreement and Lease Deed at its own cost.
- (xii) The allottees shall pay licence fee half-yearly in advance, i.e., on 15th January and 15th July each year whether the same is demanded or not, and in the case of non-payment of licence fee before the dates, the allottees liable to pay interest at the rates prescribed by the government.
- (xiii) The date of allotment of the land will be the date of this letter.
- (xiv) Non-fulfillment, non-compliance and violation of any of the aforesaid terms and conditions of earlier allotment letter/Agreement for Lease will amount to cancellation of the allotment of the land.

3. If the above terms and conditions are acceptable to Press Council of India and United News of India the written acceptance thereof in writing may be communicated within 45 days from the date of this letter along with a cheque/crossed demand draft drawn in favour of Land and Development Officer, New Delhi with an undertaking on stamped paper of Rs.2/- to the effect that the allottees will pay the difference in premium and licence fee as and when land rates are revised w.e.f. 1.4.2000.

The details of the amount payable by Press Council of India and United News of India are as follows:-

A) Press Council of India

- | | |
|------------------------------|------------------|
| (i) Excess area now allotted | 1244.76 sq.mtrs. |
| (ii) Premium for excess area | Rs.6,76,691.00 |



(iii) Licence fee @ 2.5% of premium for excess area. Rs. 16,918.00

B) United News of India

(i) Excess area now allotted. 620.76 sq.mtrs.

(ii) Premium for excess area. Rs.3,59,79,250.00

(iii) Licence fee @ 2.5% of premium for excess area. Rs. 8,99,482.00

4. If the acceptance is not received within time, it will be presumed that the allottees are not interested in the allotment and it will be cancelled at their own risk.

5. The allotments made to following organisations vide letters dated 7.11.86 & 17.6.99 are hereby cancelled :-

1. Press Club of India =1012 sq.mtrs.

2. Press Association =1012 sq.mtrs.

3. Joint Director General of Foreign Trade, M/O. Commerce. =2000sq.mtrs.

Refund of premium, etc. already paid, if any, is being made separately.

Yours faithfully,

Encl. Plan.

(S.Ashraf)

Dy. Land and Development Officer
For and on behalf of the President of India
Tel.No.3014448.



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17. As is evident, the letter dated 27.06.2000 purports to cancel the allotments earlier made in favour of the Press Club of India, the Press Association, and the Joint Director General of Foreign Trade, Ministry of Commerce. The said communication further provides for the allotment of additional land measuring 1244.76 sq. mtrs. to the Press Council of India and 620.76 sq. mtrs. to the Petitioner, over and above the 1400 sq. mtrs. already allotted to the Press Council of India and 2024 sq. mtrs. already allotted to the Petitioner/ United News of India.

18. Subsequently, *vide* communication dated 30.03.2005 addressed by L&DO to the Petitioner, the additional area of 620.76 sq. mtrs. that had been allotted to the Petitioner over and above the originally allotted 2024 sq. mtrs. came to be cancelled. The said letter dated 30.03.2005 reads as under:

-



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No.L-II-10(88)/10-6
Government of India
Ministry of Urban Development
Land and Development Office

Nirman Bhavan, New Delhi.
Dated the 30th March, 2005.

To
Chief Manager,
United News of India, 9, Rafi Marg,
New Delhi.

Subject : Allotment of plot at 9, Rafi Marg, New Delhi

Sir,

I am directed to refer to your letter dated 29-10-2004 vide which you have not accepted the allotment of excess area of 620.76 sq. mtrs. which was allotted vide allotment letter No.L-II-10(88)/2000/391 dated 27-06-2000 and to say that the allotment letter dated 27-06-2000 is modified as under :-

For para 3(B)(i) to (iii), the following may be read :

"The share of UNI will be restricted to 2024 sq. mtrs. only which already stands allotted to them. The land measuring 620.6 sq. mtrs. will be handed over to CPWD so that Govt. can fund for the proportionate area in the composite building and utilize the same for Govt. offices".

The other terms and conditions mentioned in the allotment letter shall remain the same.

Yours faithfully,


(H.K. Beniwal)
Dy. Land and Development Officer
PH: 23018296

19. It may also be noted that, *vide* communication dated 09.10.2012, it was conveyed that the Competent Authority had accorded approval for the construction of a composite building at 9, Rafi Marg, New Delhi for the Press Council of India and United News of India through the National Buildings Construction Corporation Ltd. (NBCC), in place of the Central Public Works Department (CPWD) which had earlier been envisaged as the executing agency. The said letter reads as under: -



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No. L&DO/L-II-B-10(88)/579

Dated : 09/10/12

To

1. The Secretary,
Press Council of India,
Soochna Bhawan, B, CGO Complex,
Lodhi Road,
New Delhi-110003.
2. The Chief Editor & General Manager,
United News of India,
9, Rafi Marg,
New Delhi.

Sub: Construction of composite building at No.9, Rafi Marg, New Delhi for PCI & UNI jointly.

Sir,

I am directed to refer to PCI's letter No.10/1/2002-PCI (Admn.)-Part-II dated 5.9.2012 on the subject cited above and to inform that the competent authority has accorded its approval for construction of composite building at No.9, Rafi Marg, New Delhi for PCI and UNI through National Buildings Construction Corporation Ltd.(NBCC) instead of Central Public Works Department (CPWD). The other terms and conditions communicated vide this Office's letter of even number dated 27.6.2000 (copy enclosed) shall remain the same.

Yours faithfully,

(Sumit Gakhar)

Dy. Land & Development Officer
Tel. 2306 1296

20. As is evident from the aforesaid letter, the said communication was issued in response to correspondence addressed by the Press Council of India.

21. On 20.02.2018, the Petitioner addressed a communication to the Land and Development Office (L&DO) seeking clarification as to whether a tripartite agreement ought to be executed amongst the Petitioner, the Press Council of India, and the Ministry of Urban Development, in view of the fact that an additional area measuring approximately 620 sq. mtrs. had by



then been earmarked for CPWD/Government use. The said letter reads as under: -

February 20, 2018

Land & Development Officer
Ministry of Urban Development
Nirman Bhawan
New Delhi - 110 001

Subject: Composite building of UNI / PCI at 9, Rafi Marg

Sir,

This is to inform you that United News of India (UNI) and Press Council of India (PCI) held a meeting on 23rd November, 2017 to discuss the pending issues. During the discussion, issues related to proposed MoU and construction of building were deliberated in detail. This matter was further discussed by Board of Directors of UNI also. It also needs to be noted that out of the total FAR of 5289.52 sq. mtr. the share of Press Council of India is 2644.76 sq. mtr. and 2644.76 sq. mtr. is the share of United News of India. The Ministry of Urban Development has decided to retain an area of 620.76 sq. mtr. out of the total FAR. Thus, it needs to be determined if the agreement should be a tripartite agreement between the United News of India, Press Council of India and Ministry of Urban Development and the payment module thereof.

The building is proposed to get constructed through NBCC as composite façade but with distinct demarcation of towers. The agreement with NBCC will, therefore, perhaps be with three land holders on one part and the NBCC as the other.

It has also been gathered by United News of India from NBCC that the plot perhaps stand recorded in NDMC records as bungalow plot and not an institutional plot. Clarification on the issue is essential.

I may convey the desire of UNI that the issue be settled at the earliest so as to begin the construction on the shared plot No.9, Rafi Marg as early as possible.

Thanking you,

Yours faithfully,

(Ashok Upadhyay)
Editor



22. The aforesaid communication was thereafter followed by a reminder dated 30.05.2018 addressed by the Petitioner to the L&DO reiterating its request for clarification in the matter.

23. Another communication dated 09.12.2019 came to be addressed by the Petitioner to the L&DO, wherein reference was made to a meeting held on 29.11.2018 in the office of the L&DO. In the said meeting, it was noted that the additional area measuring 620 sq. mtrs., which had earlier been allotted to the Petitioner and whose allotment had subsequently been cancelled *vide* letter dated 30.03.2005, was now proposed to be allotted to the Press Council of India. Pursuant thereto, the said area measuring 620.76 sq. mtrs. ultimately came to be allotted to the Press Council of India *vide* communication dated 15.03.2021. The said communication dated 15.03.2021 is reproduced hereunder: -

To,



The Chairman,
Press Council of India, Soochna Bhawan,
8, CGO Complex, Lodhi Road,
New Delhi-110003

Date: 15-3-2021

Sub: Additional allotment of land measuring 620.76 sq.mtr. to Press
Council of India at 9, Rafi Marg, New Delhi.

Sir,

I am directed to convey the sanction to the allotment of additional land measuring 620.76 sq.mtr. (as per L&DO's Plan No.3453/2) at 9, Rafi Marg to Press Council of India for construction of office building. The allotment is subject to the terms and conditions to be given in the Memorandum of Agreement and Perpetual Lease which shall also include the following terms and conditions:-



(i) The Press Council of India shall pay the land cost for the excess land now allotted to Press Council of India at current rate, i. e. @3095.38 Lakh per acre plus 2.5% thereof as ground rent. The Press Council of India will pay the enhanced land rate as and when revised subsequently.

(ii) The total plot area of 9, Rafi Marg is now 5289.52 sq.mtrs. which may be shared by Press Council of India & United News of India without physical sub-division of the plot. Out of this 2644.76 sq.mtrs. was already allotted to Press Council of India and 2024 sq.mtrs. was allotted to United News of India. A composite building on the entire plot will be constructed by the C.A., CPWD in which the allottee shall pay the proportionate land cost to the Land and Development Office & construction cost to the C.A., CPWD.

(iii) The allottee shall pay licence fee half-yearly in advance, i.e., on 15th January and 15th July each year whether the same is demanded or not, and in the case of non-payment of ground rent before the dates, the allottee liable to pay interest at the rates prescribed by the government.

(iv) The date of allotment of the land will be the date of this letter.

(v) The allottee is required to pay the following amount on account of premium and ground rent:-

- | | |
|---------------------------------------|----------------------|
| A. Premium @ Rs.3095.38 Lakh per acre | Rs.=4,74,81,085/- |
| B. Ground rent @ Rs.2.5% of premium | Rs.= 11,87,027/-P.A. |

(vi) The other terms and conditions of the allotment letter No. L-II-B-10(88)/2000/391 dated 27/06/2000 shall remain unchanged.



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(vii) If the above terms and conditions are acceptable, the above mentioned Govt. dues may be deposited through online payment link available on the website ldo.gov.in and acceptance letter be sent within 45 days from the date issued of this letter, failing which the allotment will be deemed to have been withdrawn and cancelled at their own risk.

(viii) The possession of the land will be handed over after completion of all the formalities.

Yours faithfully,

Encl: Lay out plan

(Din Dayal) 15/3/2021

Dy. Land & Development officer
Ph.23061915

Copy to:

- (1) PS to Hon'ble MOS(I/C), MOHUA /Sr.PPS to Secretary, MOHUA / PS to JS(L&E).
- (2) Vice Chairman, DDA, Vikas Sadan, INA, New Delhi.
- (3) The Chief Planner, TCPO, Vikas Bhawan, I.P. Estate, New Delhi.
- (4) The chief Editor & General Manager, United News of India, 9, Rafi Marg, New Delhi.
- (5) Pay & Accounts Officer, Ministry of Housing & Urban Affairs.
- (6) The Principal Director of Audit, Economic & Service Ministries, AGCR Building, I.P.Estate, New Delhi.
- (7) Chief Engineer (NDZ-II), Vidyut Bhawan, CPWD, New Delhi.
- (8) ADG (Arch.), CPWD, Nirman Bhawan, New Delhi.
- (9) Guard file.
- (10) Drawing Section.
- (11) Accounts Section.

-sd-

Dy. Land & Development Officer

24. The position that thus emerged was that the Press Council of India stood allotted an aggregate area of 3,265.52 sq. mtrs., comprising 1,400 sq. mtrs. allotted *vide* letter dated 17.06.1999, 1,244.76 sq. mtrs. allotted *vide*



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letter dated 27.06.2000, and 620.76 sq. mtrs. allotted *vide* letter dated 15.03.2021. As against this, the Petitioner continued to hold an allotment of 2,024 sq. mtrs. Notably, therefore, notwithstanding the fact that the extent of land allotted to the Press Council of India exceeded that allotted to the Petitioner, the Press Council of India appears to have remained in only notional possession, whereas the actual physical possession of the entire parcel of land continued to remain with the Petitioner.

25. As is evident from the factual narration set out hereinabove, multiple allotment letters came to be issued from time to time in respect of the land at 9, Rafi Marg, New Delhi. The entities in whose favour the allotment was contemplated, as well as the extent of area proposed to be allotted to each of them, underwent changes on multiple occasions. Notwithstanding these developments, it is apparent that the underlying objective of the allotment i.e., the construction of a composite office building on the said plot, was not fructified at any point.

26. *Vide* communication dated 23.11.2022, the Press Council of India raised an objection stating that the Petitioner had purportedly commenced operating a restaurant/canteen on the portion of land measuring 620 sq. mtrs., which had been allotted to the Press Council of India, without any prior intimation to it and in derogation of the terms and conditions governing the allotment. The said letter reads as under: -



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No. 10/1/2015-PCI (Admn.)-Vol II

Dated: 23.11.2022

Shri Sagar Mukhopadhyay,
Chairman, Board of Directors, United
News of India
Email: sagar@manipalgroup.info

Subject: Construction of composite building of PCI and UNI at 9, Rafi Marg, New
Delhi-reg.

Sir,

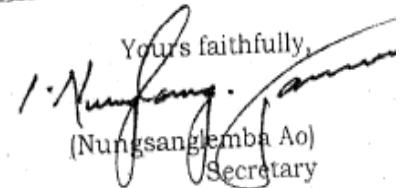
I am directed to inform you that vide letter dated 15.03.2022, the additional land measuring 620.76 sq. mtrs was allotted to Press Council of India (copy of allotment letter dated 15.03.2021 is enclosed). It has further come to our notice that on the additional land measuring 620.76 sq. mtrs. a restaurant or canteen is being run without any intimation to PCI as the land belongs to PCI. Copy of photographs at the time of handover of land and after opening a restaurant or canteen is enclosed herewith for your reference.

As per the condition (viii) of Terms and Conditions of the allotment letter no. L-II-10(88)/2000/391 dated 27.06.2000 (copy enclosed) "the allottees shall utilize the land only for the purpose for which it has been allotted and not for any other purpose." Thus, functioning of canteen is against the provision of terms and conditions set-out there-in.

In view of the above, you are required to immediately stop functioning of the restaurant/canteen on the additional land measuring 620.76 sq. mtrs (allotted to PCI) without obtaining any prior permission of PCI.

An early action is solicited so as to apprise the matter to L&DO.

Yours faithfully,


(Nungsanglemba Ao)
Secretary

27. It transpires from the counter-affidavit filed on behalf of Respondent No. 1 that, even prior thereto, the Petitioner had, *vide* communication dated 24.01.2022, sought permission to commercially lease out up to 70% (seventy percent) of the proposed building upon its construction and after obtaining possession thereof. The said letter dated 24.01.2022 reads as under:-



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"To,
The Land and Development Officer,
Ministry of Housing and Urban Affairs,
Government of India,
Nirman Bhawan, New Delhi-110011

Dear Sir,

United News of India (UNI), the second largest multilingual news agency of India, founded in December, 1961, providing news feeds in English, Hindi, Urdu and Kannada languages. Its news bureaus are present in all state capitals and major cities of India. It has developed over the years as one of the strongest medium of news dissemination and distribution, benefitting different sectors including journalism as a whole.

Being a non-profit company, (Section 8 company), UNI's motto has always been to act as a fourth pillar of the democracy and to serve the nation and to reach out the people on a positive and a welfare note.

We would like to inform your good office that Land & Development Office (L&DO), Ministry of Housing & Urban Affairs (MOHUA) was kind enough to allot allotted a piece and parcel of the land admeasuring 5289.52 Sq. Mt. to Press Council of India (PCI) and UNI at 9, Rafi Marg, New Delhi-110001, India vide allotment letter No. L-II-B-10(88)/2000/391 dated 27.06.2000 and additional allotment letter No. L&DO/L-II-B/10(88)/2021/100 dated 15.03.2021.

As per the aforesaid allotment letters 3265.52 Sq. Mt., land allotted to PCI and 2024 Sq. Mt. land allotted to UNI (i.e. in the ratio of 62:38).

PCI and UNI are in discussion of build/construct a Building at the aforesaid location. We have been informed that, the Govt. of India has already sanctioned the required fund for the construction of the proposed building at the aforesaid piece and parcel of land.

Due to rapid & continuous changes in technology & business scenarios, as well as numerous other reasons, the business model of the agency is badly affected and it is facing severe financial stress. As the company has to clear a huge backlog of salaries & other dues of its present & former employees, it needs to explore and commercially develop the present premises as per the set guidelines framed and as permitted by the august office.

In order to generate funds for the construction of the building alongwith PCI and sustainability of the organization, I, undersigned, humbly request you to grant us the required permission to commercially lease out up to 70 (seventy) percent of the proposed building after construction and possession of the proposed building.

We will ever remain grateful to you for approving our request.

*Thanking your
With high regards,
Ajay Verma"*

28. Notably, the said communication records that the Petitioner was



facing acute financial stress and had accumulated a substantial backlog of salaries and other dues payable to its present as well as former employees. The request made by the Petitioner seeking permission to commercially lease out a portion of the proposed building after its construction was, however, rejected by the L&DO *vide* communication dated 29.03.2022.

29. In the aforesaid backdrop, the Press Council of India, having been allotted a substantial portion of the plot, continued to press for the expeditious construction of the composite building on the said land.

30. The Petitioner, *vide* email dated 18.05.2022 stated that, in view of the prevailing financial situation, it was presently unable to participate in the construction of the proposed composite building and requested the Press Council of India to either await the outcome of the proposed fund infusion by its shareholders or proceed with construction on its allotted portion of the land. The said communication is reproduced hereunder:-

*“To,
Deputy Secretary’s Offices
Press Council of India,
Soochna Bhawan,
C.G.O. Complex, New Delhi-110003*

We acknowledge the receipt of the email and the letter enclosed thereto and thereupon deliberated on the same internally at length.

You are well aware of the prevalent unprecedented business environment, the Covid 19 pandemic period was really bad for us commercially. This has further dented on our financial crises. We have reached out to our shareholders for infusion of funds by way of equity. Participation and in this regard a Shareholder meeting was called on 14th March, 2022. Though the shareholders have neither rejected or approved the infusion of the capital, have adjourned the said meeting sine die after due consideration for further consideration on the matter:

We are in a process of calling the said shareholders meeting again and will solicit the shareholders to infuse funds. Until then, we humbly solicit



your good office either to wait or go ahead with construction of building on your portion of the land and consider this letter as our inability to participate in the construction of the composite building due to acute financial crunch.

*Thanking you
Binod Mandal
Director
United News of India”*

31. A communication dated 19.07.2022 addressed by the Press Council of India to the Petitioner records that the Press Council of India had, on several occasions, requested the Petitioner to vacate the land admeasuring 620 sq. mtrs, which had been allotted to it. The said letter further notes that the Petitioner had expressed its inability to participate in the construction of the proposed composite building. The said letter reads as under:-

“Subject: Construction of composite building of PCI and UNI at 9, Rafi Marg, New Delhi-reg.

Sir,

I am to inform you that I have assumed the charge of Secretary, Press Council of India w.e.f 08.07.2022. I have come to know that PCI is pursuing the matter of construction of composite building of PCI and UNI. The PCI has also released the payment to L&DO and now the Council is continuously requesting the UNI to make the land available but the land has not been vacated till date due to which the matter has come to a standstill.

I am further to refer to your email dated 18.05.2022 wherein you have expressed UNI's ability to participate in the construction of the composite building and requested either to wait or go ahead with construction of building on Council's own portion of land. Further, vide letter dated 20.06.2022, you were again requested to make the land allotted to PCI i.e., 3265.52 sq. mtrs available so as to enable the PCI to move forward in construction of its building but received no response.

In view of the above, you are once again requested to make the land available so as to enable the PCI to move forward in construction of its building.

An early response in the matter is solicited.”



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32. The Press Council of India, *vide* communication dated 20.07.2022, requested the L&DO to convene a meeting to address the issue. The matter, however, remained unresolved.

33. It is also relevant to note that, in an e-mail dated 08.08.2022 addressed by the Petitioner to the Press Council of India, the Petitioner reiterated that it was not in a position to participate in the construction of the proposed building on account of financial constraints. It was further reiterated that the Petitioner would be unable to participate in the construction of the proposed composite building and therefore, the Press Council of India could proceed with construction on its allotted portion of the land. The said e-mail dated 08.08.2022 reads as under:-

To,
Shri Nungsanglemba Ao
Secretary
Press Council of India
Soochna Bhawan,
C.G.O. Complex, New Delhi- 110003

Dear Sir/ma'am;

Further to my email dated 18th May, 2022, wherein it had been apprised to your good office that the organisation has been facing an acute financial crunch. The Govt institutions like Prasar Bharthi and Urdu development council have stopped our services without assigning any reasons, which has impacted us very badly. The shareholders have also not come forward to contribute equity into the company.

Apropos thereto through our above stated email we have communicated to your good office that PCI should go ahead with the construction of building on your portion of the land and consider this letter as our inability to participate in the construction of the composite building due to acute financial crunch.

We, being based out of Manipal Karnataka and due to our prior commitments, would request your goodself to excuse us for not being able to make ourselves available to your good office on 16th August, 2022.

We all (Directors) being the non-executive directors of the company, have deliberated the matter in the Board meeting and resolved that PCI should go ahead with the plans to construct the building alone and we shall be happy to extend all the co operations required in this regard.

Thanking you!
For United News of India
Binod Mandal
Director



34. It is further noticed that a meeting convened by the L&DO on 29.09.2022 to deliberate upon the outstanding issues was not attended by the Petitioner. The minutes of the said meeting record as under: -

Following Officers of PCI attended the meeting:

- i. Shri Nungsanglemba AO, Secretary
- ii. Shri J. Shailendar, Under Secretary, and
- iii. Shri Rohit Singh, Section Officer

- No one was present on behalf of the UNI.
- At the outset, the Chairperson, Dr. Madhu Rani Teotia, Land & Development Officer welcomed the participating officers.
- While discussing the issue, L&DO asked the PCI to write a letter to UNI expressing PCI's objection on opening a restaurant or canteen on the piece of land measuring 620 sq. mtrs. which belongs to PCI without its consent.
- She further enquired when the NBCC came into picture as a constructing agency as earlier it was CPWD. On which, PCI replied that in the year 2012, PCI and UNI jointly requested the Ministry of Urban Development to change the terms for construction of the composite building through NBCC instead of CPWD and sought 36 months' time for construction of the building.
- L&DO directed to issue a Show Cause Notice (SCN) to the UNI on the following grounds: a) neither constructing the building timely nor sought extension of time, b) asking for subletting their share of land without starting the construction, c) occupying the 620 sq. mtrs. of land, which belongs to the PCI, in an unauthorized manner, and d) for not cooperating with PCI in the constructing of composite building which results in prolonged delay in construction. 15 days' time may be given to the UNI for submitting their response against this SCN.
- L&DO directed that if the response is not received from UNI within time, then one of the following options may be considered in the matter:

Option 1: To cancel UNI allotment & to get changed the layout plan and sub-divide the land parcel and allot a parcel to PCI and rest may be considered for further allotment to any other department.

Option 2: To cancel the allotment of UNI and make PCI as lessee after obtaining necessary approvals from local authority and if UNI requests, PCI may sublet the portion to UNI for their use.

Option 3: To cancel the allotment of UNI and allot the entire plot to PCI for their utilization upon payment.

The meeting ended with vote of thanks to the Chair and participants.



35. Thus, the record indicates that the matter had reached a stage where: -
- i. the Petitioner was allegedly utilizing a portion of the property for purposes not contemplated under the terms of the allotment;
 - ii. the Petitioner had expressly conveyed its inability to participate in the construction of the proposed composite building on account of acute financial constraints;
 - iii. the Petitioner had taken the position that the Press Council of India may proceed with the construction activities independently, without the Petitioner's involvement; and
 - iv. the Petitioner did not participate in the meetings convened by the L&DO to address the outstanding issues relating to the project.
36. In the aforesaid backdrop, a Show Cause Notice dated 12.01.2023 came to be issued to the Petitioner by the L&DO, which reads as under:-

Sub:- Show Cause Notice for non-construction of Composite Building on the land allotted to United News of India and Press Council of India at 9, Rai Marg New Delhi-Reg.

Sir,

I am to refer to this office letter dated 28.10.2022 on the above cited subject whereby minutes of the meeting dated 29.9.2022 was forwarded to you and to say that on behalf of President of India this is the last opportunity for You (UNI) to show cause (SCN) as to why not the allotment of land in favour of United News of India be cancelled on the following grounds:-

- a) neither constructing the building timely nor sought extension of time.
- b) asking for subletting their share of land without starting the construction.
- c) occupying the 620 sq. meters of land which belong to the PCI in an unauthorized manner and
- d) for not cooperating with PCI in the constructing the composite Building

2. In view of the above which results in prolonged delay in construction UNI is hereby given 15 day's time for submitting their response against the SCN failing which action against you will be taken without any further correspondences in this regard.



37. In response thereto, the Petitioner submitted a vague and arbitrary reply dated 14.02.2023 to the aforesaid Show Cause Notice. The Petitioner *inter-alia* stated that since it did not have a Board of Directors at that point, it would not be able to adequately respond to the said Show Cause Notice. The same reads as under: -

Chaman Bhandari, New Delhi
Sub: Response to Show-Cause Notice for non-construction of Composite Building on the land allotted to United News of India and Press Council of India at 9, Rafi Marg, New Delhi.

Sir,

This refers to your Show Cause Notice (SCN), dated 12th January, 2023 and received at our office on 1st February, 2023, as to why the allotment of land in favour of United News of India (UNI) should not be cancelled.

You have stated in the notice that UNI is neither constructing the building timely nor sought extension of time and not cooperating with PCI in the constructing of composite building.

You wanted response within 15 days.

In this regard, we would like to inform you that the decisions related to the subjects mentioned by you in your notice fall in the ambit of the Board of Directors of UNI. Any decision related to the questions you posed is to be taken by the Board of Directors.

However, at present there is no Board of Directors of UNI as all the Directors resigned in September 2022.

We have been waiting for reconstitution of the Board of Directors, which is to be done by the shareholders of the company.

Meanwhile, after we received your notice dated 12th January, 2023 on 1st February, 2023, our Editor-in-Chief wrote to the Shareholders of UNI on the same day (1st February, 2023), informing them about your notice.

He wrote to the Shareholders to seek guidance on this subject.

But till now there is response from the Shareholders.

This is all we can state at present.

Yours faithfully,

Himanshu Chowdhury
Himanshu Chowdhury
Head (HR & Admin),
United News of India



38. In the aforesaid backdrop, the impugned Cancellation Letter dated 29.03.2023, whereby the allotment in favour of the Petitioner came to be cancelled, was issued. The said communication has been assailed by way of the present petition.

EVENTS WHICH TRANSPIRED AFTER FILING OF THE PRESENT PETITION

39. On 27.04.2023, when the instant writ petition came up for hearing for the first time, this Court, *inter-alia* recorded and directed as under:-

“4. The present writ petition has been filed challenging the letter dated 29.03.2023, by which the allotment letter in favour of the petitioner for 2024 square meters of land in question has been cancelled.

5. By way of impugned letter dated 29.03.2023 issued by the Land and Development Office (L&DO), Government of India, the allotment of land at 9, Rafi Marg, New Delhi in favour of the petitioner has been cancelled due to non-construction of building.

6. It is the case of the petitioner that land was allotted to the petitioner vide letter dated 14.12.1979 along with other participating news media institutions like Press Association of India, the Press Institute of India, the Samachar Bharati and Hindustan Samachar.

7. It is submitted that since then the respondent no. 1 has changed the co-allottees of the allotment several times. However, the petitioner has been in allotment since 1979 and has been using the said premises since then. It is submitted that as per allotment letter dated 27.06.2000, Press Council of India (PCI) was also made co-allottee along with the petitioner herein.

8. It the case on behalf of the petitioner that petitioner wrote various letters since the year 2018 to complete the formalities and start construction. Thus, attention of this Court has been drawn to letter dated 20.02.2018 written on behalf of the petitioner to the respondent L&DO. By way of the said letter dated 20.02.2018, the petitioner raised the issue with respect to the fact that since the composite building was to be constructed over the land in question, there should be a tripartite agreement between the United News of India (UNI) i.e. the petitioner herein, Press Council of India (PCI) and the Ministry of Urban Development and the payment module, thereof should also be laid down. Further, by way of the said letter dated 20.02.2018, the petitioner herein had also raised the issue that the plot in question stands in



the New Delhi Municipal Council (NDMC) records as bungalow plot and not an institutional plot. Thus, as per the petitioner clarification on the said issue was also essential.

9. Subsequently, the petitioner wrote another letter dated 30.05.2018 to the respondent L&DO with respect to construction of the composite building of the UNI and PCI at the land in question i.e.9, Rafi Marg, New Delhi. In the said letter, it was again reiterated on behalf of the petitioner that the petitioner had been seeking clarifications with respect to the construction of the composite building, however, no clarification as such had been received from the respondent L&DO in this behalf. Thus, by way of letter dated 30.05.2018, the petitioner herein requested the respondent L&DO to look into the matter so as to complete formalities with the petitioner and the PCI and the National Buildings Construction Corporation Limited (NBCC), so that the project for construction of building in question is approved.

10. Thus, it is the case on behalf of the petitioner that a composite building was to constructed on behalf of the petitioner. The petitioner is not a single entity who has to carry out the construction of the building in question and that there are other entities involved. Thus, it is the case on behalf of the petitioner that in the absence of the requisite clarifications from the L&DO, the construction of the building could not be commenced. It is submitted that the petitioner has always been ready to commence the construction of the composite building. It is further submitted that since the other partners/stakeholders in the land in question kept on changing by the respondent L&DO, and in the absence of requisite clarifications, the petitioner was unable to commence the process of construction of the building.

11. Attention of this Court has been drawn to the allotment letter dated 27.06.2000 issued by the L&DO, wherein in Clause (iv), it has been stated in categorical terms that the Chief Architect of the CPWD will prepare the composite building plan and get it cleared from the local body, DUAC etc, before starting the actual construction. It is further stipulated that the cost of plans and construction cost will become proportionately by both the allottee institutions i.e. the petitioner UNI and Press Council of India.

12. It is further submitted by reference to Clause (v) of the said letter dated 27.06.2000 that the CPWD was required to complete the construction within two years of handing over the land in question. Thus, it is the case of the petitioner that it was not the petitioner, but the CPWD that was responsible for preparation of the composite- building plan and for clearance of the same from the local body. It is submitted that the CPWD has not initiated the said process.



14. On the other hand, learned counsel appearing for the respondents on advance notice submits that the petitioner has been in possession of the land in question since the year 1979. He submits that construction of the composite building was required to be done by the petitioner along with other co-allottees within two years of the handover of the land in question.

15. It is further submitted that the land in question has been given only on license basis for the time being. It is submitted that lease was to be executed in favour of the petitioner and the other co-allottees only after completion of the construction of the composite building.

16. It is further submitted that the petitioner has never had any intention to construct the composite building, in view of the fact that the petitioner has no funds required for construction of the said building.

17. Learned counsel for the respondent has relied upon the letter dated 14.02.2023 written by the petitioner to the respondents in response to the show cause notice dated 12.01.2023. By reference to the said letter dated 14.02.2023, it is submitted on behalf of the respondents that the petitioner had no defence whatsoever for non-construction of the composite building on the land in question. It is submitted that the only defense taken by the petitioner by way of its letter dated 14.02.2023 was that the Board of Directors of the petitioner had resigned in September, 2022 and that the petitioner herein was waiting for re-constitution of the Board of Directors. Further, the only defence taken by the petitioner was that the petitioner had written to the its shareholders and was waiting for the response from the shareholders in this aspect. Thus, it the contention on behalf of the respondents that no defence whatsoever has been raised on behalf of the petitioner in order to justify its non-construction of the composite building.

18. Learned counsel appearing for the respondent has also drawn the attention of this Court to the letter dated 07.11.1986 issued by the L&DO to the petitioner herein. It is submitted that the said letter of allotment clearly stipulates that the petitioner herein was required to construct the building within 24 months from the date when the respective parties entered the land.

19. Attention of this Court is also drawn to Clauses (iv), (v) and (vi) of the letter dated 07.11.1986, in order to contend that the land in question has been allotted initially only on licence basis.

20. Learned counsel appearing for the respondents also relies upon Clauses (ix), (xi), (xii) and (xiv) of the letter dated 07.11.1986. Thus, it is submitted that the petitioner holds a major share in the land in question along with the other stakeholder i.e. Press Council of India(PCI).



21. Learned counsel appearing for the respondents also relies upon the letter dated 27.06.2000 written by the L&DO to the Press Council of India (PCI) as well as the petitioner UNI herein. By reference to the said letter, it is submitted that the land in question cannot be sub-divided. Thus, it is submitted that the petitioner herein has not been cooperating with the PCI and therefore, the PCI has also not been able to commence the construction of the composite building.

22. Learned counsel appearing for the respondent has also referred to the letter dated 30.03.2005 issued by the L&DO to the petitioner herein, in which it is submitted that the share of UNI i.e. the petitioner herein will be restricted to 2024 square meters. Thus, it is submitted that the petitioner herein held 2024 square meters in its favour, before issuance of the impugned cancellation letter.

23. Learned counsel for the respondent further submits that a show cause notice dated 12.01.2023 was issued to the petitioner herein for non-construction of the composite building. It is submitted that reply as received from the petitioner dated 14.02.2023, as referred to earlier, does not disclose any cause of action in favour of the petitioner. Thus, it is submitted that by way of letter dated 29.03.2023, the respondent herein was constrained to issue the letter of cancellation to the petitioner herein due to non-construction of the building.

24. Per contra, Mr. Sriharsha Peechara, Advocate appearing on behalf of the petitioner submits that in order to show its bonafides, the petitioner will approach the CPWD along with the co-allottee i.e. PCI for the purposes of passing the requisite layout plans for construction of the composite building within two weeks. He further submits that the meeting of the shareholders of the petitioner is going to be held next week and in the said meeting, the requisite decision shall be taken for the purposes of approaching the CPWD as well as the NDMC for seeking clarification with respect to user of the land for construction of the composite building.

25. Learned counsel appearing for the petitioner further submits that the petitioner undertakes to pay all the requisite amounts that maybe demanded by the CPWD in terms of the allotment letter issued by the respondent.

26. I have heard learned counsels for the parties and the matter requires consideration.

27. In view thereof, issue notice to the respondents.

28. Notice is accepted by learned counsel appearing for the respondents.



29. Reply be filed within four weeks. Rejoinder thereto, if any, be filed within two weeks thereafter.

30. Considering the fact that the petitioner is a well known media body and has been in possession of the land in question since the year 1979 and also considering the fact that an undertaking has been given by the petitioner herein that they shall approach the requisite authorities viz the CPWD and the NDMC within a period of two weeks for the purposes of finalization of layout plans for construction of the composite building and also in view of the fact that an undertaking has been given on behalf of the petitioner that the petitioner shall pay all the requisite amounts that are demanded by the CPWD in terms of the allotment letter in favour of the petitioner, the operation of the impugned letter dated 29.03.2023 issued by the Land and Development Office, Government of India is stayed till the next date of hearing.

31. Petitioner is granted liberty to approach the CPWD as well as the NDMC within two weeks from today for the purposes of conversion of the user of the land for an institutional purpose and for the purpose of finalization of the layout plans for construction of the composite building along with the PCI, within two weeks from today.

32. It is directed that the PCI shall cooperate with the petitioner UNI in making the joint applications and request to the NDMC as well as the CPWD.

33. It is further directed that the petitioner is bound by its undertaking that the petitioner shall pay the requisite amounts to the CPWD as and when any demand in that regard is raised by the CPWD in terms of the allotment letter.

34. List on 08.09.2023.”

40. Thereafter, upon a petition filed under Section 9 of the Insolvency and Bankruptcy Code, 2016 (“the Code”) by certain employees/ex-employees of the petitioner, Corporate Insolvency Resolution Process (“CIRP”) came to be initiated against the petitioner *vide* order dated 19.05.2023 passed by the National Company Law Tribunal, New Delhi Bench (Court -II) (“NCLT”). Consequently, a moratorium came into operation in terms of Section 14 of the Code.



41. In the meantime, on 07.11.2023, the Press Council of India filed an application being CM APPL. 58548/2023 seeking its impleadment in the present proceedings, *inter-alia* contending that, being a co-allottee of the land in question, its rights in the said property may not be adequately protected in the absence of its participation in the proceedings.

42. Thereafter, since the Petitioner had been admitted into CIRP, an application being CM APPL. 9313/2024 came to be filed on behalf of the Petitioner seeking that the present proceedings be kept in abeyance till the subsistence of the moratorium period under the IBC.

43. Thereafter, the CIRP culminated in an order dated 12.02.2025 passed by the NCLT, whereby the resolution plan submitted by the successful resolution applicant, namely, *The Statesman Limited*, came to be approved.

44. Subsequently, on 08.07.2025, the Press Council of India filed an application being CM APPL. 39879/2025, *inter-alia* alleging that the Petitioner was carrying out unauthorized construction activities on the land in question, thereby seeking a direction to cease any and all construction activities on the site, namely, No.9, Rafi Marg, New Delhi - 110001, being jointly allotted to the Press Council of India and the Petitioner.

45. On 13.08.2025, the Press Council of India thereafter filed another application being CM APPL. 50043/2025, seeking, *inter-alia*, a direction that the Petitioner be restrained from creating any impediment or obstruction, or otherwise preventing access to or use of the portion of land allocated to the Press Council of India by the L&DO at 9, Rafi Marg, New Delhi. The said application also reiterated allegations regarding unauthorized and illegal construction being carried out by the Petitioner



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and/or its successor-in-interest.

46. In this backdrop, *vide* orders dated 11.07.2025 and 18.08.2025, this Court directed the Land and Development Office to carry out a physical inspection of the site in question to check whether there has been any fresh construction, and thereafter place a status report on record.

47. On 14.07.2025, the said inspection was carried out and an inspection/status report in that regard was filed by the L&DO on 04.08.2025, wherein it had been alleged that unauthorized construction activities were being carried out by the Petitioner, and that such activities had resulted in a change in the nature of the plot in question. The said inspection/status report records as under: -



Inspection-cum-Status Report in compliance of Hon'ble Delhi High Court order dated 11.7.2025 in WP(C) 5363/2023

The Hon'ble Delhi High Court has given directions to L&DO vide order dated 11.7.2025 in WP(C) 5363/2023, to carry out the inspection of suit property within 3 days from date of order dated 11.7.2025. Accordingly, an inspection was carried out by the team of officials from Land and Development office on 14.7.2025. The representative of UNI Mr. Saini and Mr. Gupta were present on the site. The following major observations were made:-

1. It was seen that renovation work is under process and construction work has also been started on the site by UNI.
2. The unauthorized construction carried out on the site by UNI is as under:-

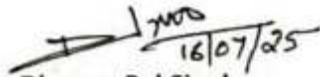
Renovated/ Altered Structures			
S.No.	Structure Type	Dimensions	Area (Sq.feet.)
1	Unauthorized Room Covered With Sheets	(21.75+18.25)/2 X 21.25	425
2	Unauthorized Room Covered With Sheets	(20'-4" x 11'-5")+(8'-4.5" x 12'-1.5")	333.51
3	Unauthorized Prefabricated Steel Sheet Room	(19'-3" x 20'-3")	389.81
4	Unauthorized Prefabricated Steel Sheet Room	(34' x 22'-7.5")	769.25
5	Unauthorized Prefabricated Steel Sheet Room	(70'-10.5" x 22'-9")	1612.4



In addition to above one unauthorized structure of an odd shaped building, as shown in the attached Survey Plan of Bungalow No-9 on Rafi Marg, was also found constructed. Also jhuggies at two locations were seen to be occupied by the workers working on site .

3. Thus unauthorized activities are being conducted by UNI on the said plot . It will be pertinent to mention that :-

- (i) In comparison to the original nature of the land; UNI has gone ahead and done not just renovation & alterations but also additional construction on the said plot and thus changed the nature of plot. Such changes have been done even though the allotment to the UNI has been cancelled and the matter is sub-judice in the Hon'ble court. Thus it was seen by the Inspection team that such activities have been illegally carried out.
- (ii) In addition, around 20-25 people were also found working for UNI.


Dharam Pal Singh
Survey officer (L&DO)


Ranjeet Singh
Junior Engineer (L&DO)

48. On 24.09.2025, a reply was filed by the Petitioner refuting the allegations in CM APPL. 50043/2025 and seeking to contend that only repair and renovation work was carried out, and no permanent structure had been constructed on the subject land.

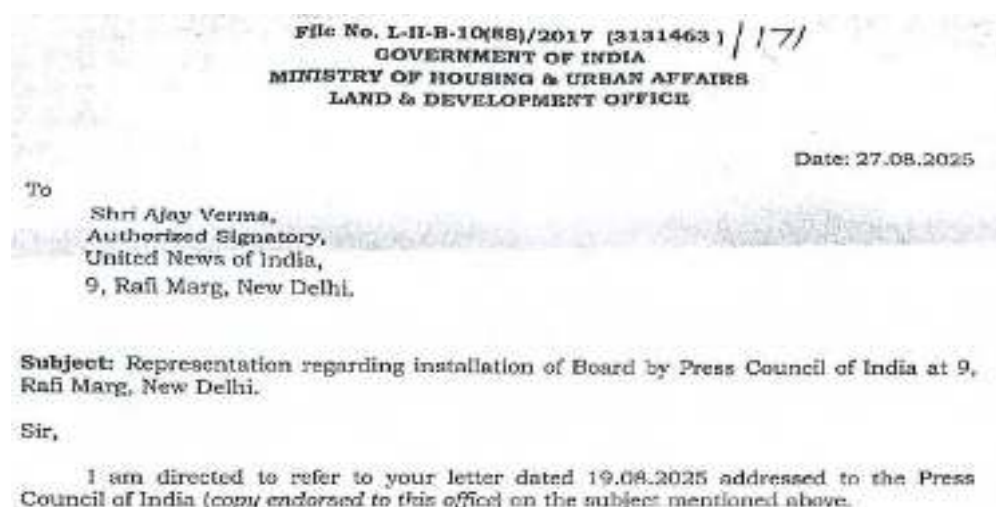
49. On 09.07.2025, the Petitioner addressed a communication to the Chairperson of the Press Council of India, expressing its intention to proceed with the construction work on an urgent basis. Subsequently, vide letter dated 19.08.2025, the Petitioner addressed another communication to the Press Council of India, objecting to what was described as an attempt on



the part of the Press Council of India to unilaterally alter the status of the property, including by installation of its board on the land in question. In the said communication, the Petitioner asserted that the entire land had been allotted to United News of India by the L&DO *vide* letter dated 08.08.1980. In support of this assertion, reference was also made to the alleged Memorandum of Agreement, as well as to the payment made by the Petitioner towards the depreciated cost of the superstructure existing on the said plot of land.

50. In response, the Press Council of India, *vide* communication dated 21.08.2025, addressed a reply to the Petitioner asserting that the failure to undertake construction in accordance with the stipulations contained in the allotment letters was attributable to lapses on the part of the Petitioner. It was further emphasized therein that the Press Council of India held approximately 62% share in the land in question, thereby having full right to install its board on the subject land.

51. Subsequently, a letter dated 27.08.2025 came to be addressed by the L&DO to the Petitioner stating as under:-





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I am directed to refer to your letter dated 19.08.2025 addressed to the Press Council of India (*copy endorsed to this office*) on the subject mentioned above.

2. At the outset, it is reiterated that the allotment of premises at 9, Rafi Marg, New Delhi, in favour of UNI, has already been cancelled by this Department. The cancellation order, however, is presently *sub-judice* in the Hon'ble High Court of Delhi.

4. Accordingly, the claims and contentions made in your aforesaid communication are not in conformity with the records of this Department, and are not accepted.

5. This issues without prejudice to the rights and contentions of this Department before the Hon'ble Court.

Yours faithfully,


(Suchit Goyal)

Deputy Land & Development Officer

Copy for information to: The Secretary, Press Council of India, Soochna Bhawan, New Delhi-110003.



Deputy Land & Development Officer

52. In compliance with the order dated 19.09.2025 passed by this Court, a further joint inspection of the property in question was carried out. The inspection report dated 24.09.2025 again indicates that certain unauthorized structures had been raised on the property by the Petitioner, being in clear violation of the status quo order dated 19.09.2025 passed by this Court. The said inspection report reads as under:-



SUBJECT:- Inspection Report on Plot No-9, Rafi Marg, New Delhi-110001 in compliance with the Hon'ble High Court of Delhi vide order dated 19.09.2025 in WP(C) 5363/2023.

This report is submitted in compliance with the Hon'ble High Court of Delhi vide order dated 19.09.2025 in WP(C) 5363/2023, which directed a joint inspection of the subject property to verify claims regarding repair activities. The following points consolidate findings from the previous inspection dated 14.07.2025 and the joint inspection conducted on 22.09.2025.

1. Joint Inspection Details

A joint inspection of the Plot No-9, Rafi Marg, was conducted on 22.09.2025 at 2:00 PM. The inspection team from the L&DO consisted of Engineer Officer Shri Suresh Kumar and AE Shri Chandra Agam Prakash. Shri Vineet Gupta, Director, United News of India (UNI), was present at the site.

2. Observations:-

- **Unauthorized Structures:** (Refer Line Diagram attached herewith)
- Refer Block at S.No-10 in line diagram, there was the only one permanent structure known as "Old Bungalow" which was handed over to UNI at the time of allotment of Land parcel having address Plot No-9, Rafi Marg, New Delhi. All the other structures were temporary having tin shed roofing, which were unauthorised structure constructed by UNI after allotment.
- Now Old Bungalow has been extended as shown at S.No-6,7,8 in Line diagram which now becomes part and parcel of Old Bungalow.
- The new structure has been erected as shown in S.No-1 by dismantling the old unauthorised structure.
- The new unauthorised structure at S.No 3 has been erected where no structure was previously in existence.
- The new unauthorised structure is also erected at S.No-2 and 9 including Toilet Rooms where no structure was previously in existence.
- However, the unauthorised structures at S.No-11(Account Office Block), 12 (canteen block) , and 13 (labour room) were found removed.
- One new unauthorised structure at S.No- 14 was also erected in Grass lawn.

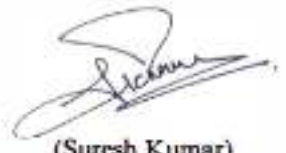


- The temporary Labour huts were available at site. This indicates a continuation of unauthorized construction activity despite the court's order to maintain status quo.
- **Development Work:** Extensive development work has been and is being carried out on the open land, including the redevelopment of the parking area with interlocking tiles and cement concrete floors one structure to another structure.

The activities observed during the joint inspection indicate a violation of the Hon'ble Court's order to maintain status quo with regard to new construction. The new constructions and extensive development work suggest that UNI has continued to alter the nature of the plot, which is in contravention of the directions given by the Hon'ble Court.

This report, along with Line diagram and the photographs taken during the inspection are submitted please.


(Chandra Agam Prakash)
Assistant Engineer (L&DO)


(Suresh Kumar)
Engineer Officer (L&DO)

53. The Petitioner has, however, disputed the aforesaid inspection report dated 24.09.2025 and has filed a response contending that no unauthorized construction had been carried out, and that only renovation and repair works were undertaken on the existing structure.

54. *Vide* order dated 09.02.2026, this Court disposed of CM APPLs. 50043/2025 and 39879/2025, observing that status quo shall be maintained in respect of the property in question. By the same order, CM APPL. 81679/2025, filed by the petitioner seeking permission to place certain additional documents on record, was allowed, and the said documents were accordingly taken on record. The order dated 09.02.2026 *inter-alia* reads as under:-

“CM APPLs. 50043/2025, 39879/2025



1. *It is agreed that status quo in all respects shall be maintained in respect of the property (i.e. No. 9, Rafi Marg, New Delhi-110001) and construction subsisting therein.*
2. *In view of the said understanding, and also since this court is inclined to hear and decide the main petition itself, these applications are not pressed at this stage.*

CM APPL. 81679/2025

3. *This is an application filed by the petitioner seeking to place on record certain additional documents.*
4. *Considering the averments made in the application, the same is allowed. The same shall be without prejudice to the rights of the respondents to raise objections as regards the veracity and relevance of the documents sought to be placed on record.*
5. *The application stands disposed of.”*

55. Final hearing in the present matter commenced on 12.02.2026. *Vide* order dated 12.02.2026, the matter was listed on 26.02.2026 for remaining arguments. Thereafter, an application seeking amendment of the present petition was filed by the petitioner on 25.02.2026. By way of the said application, the Petitioner sought to insert the following paragraphs in the writ petition: -

i. *“That on 22.01.1981, a registered memorandum of agreement was executed between the Respondent No.1 and Petitioner with respect to the subject property i.e. 9 Rafi Marg, New Delhi-110001. The said Memorandum of Agreement gave a grant in favour of the Petitioner in land for a sum of Rs. 4,56,900/-coupled with transfer of bungalow and a sum of Rs. 1,11,1980/-was paid by the Petitioner for the superstructure. Parties also executed a rectification deed dated 25.02.1981 in this regard. The Memorandum of Agreement was an agreement for lease and was duly registered and is in force even as per the case of the Respondent No.1. as stated in para 2 (a) and (b) of the Counter-Affidavit. It is settled position of law that a registered document can be cancelled by another registered document. As the bungalow stood transferred, making the license irrevocable under Section 60 (a) of the Easements Act.(Annexure P1 & P2 – Additional Documents).*

ii. *That Petitioner was notified vide letter dated 27.02.1981 that cost of superstructure standing on the plot allotted to UNI based on revised plinth area rates as on 01.10.1976 is worked out as Rs. 1, 11, 900/-.*



An amount of Rs.1,11,900/- was paid vide receipt dated 06.03.1981 by the Petitioner towards the depreciated cost of the superstructure standing on the plot, the same structure is being used as office since the time of allotment. After the memorandum of agreement was executed the Petitioner has raised a boundary wall which is of permanent character as it is standing on the property for the last 45 years and also paid for the superstructure which is a work of permanent character thus incurred expenses in the execution, thereby making the license irrevocable under Section 60 (b) Easements Act. (Annexure P3 & P5 – Additional Documents).

iii. That without prejudice to the right of the Petitioner of an irrevocable licensee, it is stated that exclusive possession of the entire property admeasuring 1.523 acres along with bungalow was handed over to the Petitioner on 02.03.1981. It is further stated that since exclusive possession was handed over to the Petitioner along with transfer of property the nature of right enjoyed by the Petitioner was more than that of a licensee and graduated to that of a lessee in perpetuity.(Annexure P4– Additional Documents).

iv. That it is submitted that the Respondent, vide letter dated 03.08.2021, changed its stand and decided that a composite building on the entire plot will be constructed by National Buildings Construction Corporation (NBCC). Vide this letter the Respondent No.1 had revised the terms of the allotment letter dated 27.06.2000 whereby the responsibility for construction no longer remained with the Petitioner/CPWD and it became the sole responsibility of NBCC.

v. That it is submitted that in the meeting held on 26.05.2017 under the Chairmanship of Mr. Dharmendra, Joint Secretary (L&E), M/o UD, it was decided that Architect(s) of Press Council of India and the Petitioner will sit with CPWD's Architect and prepare the modalities for a common and uniform facade of the proposed building in such a way that any stakeholder does not lose out in terms of FAR, parking space, entry to the premises, etc. corresponding to their respective allotted area.

vi. That it is submitted that as per Section 60 of the Indian Easements Act, 1882, a license can only be revoked by the grantor unless 1) the license is coupled with a transfer of property and such transfer is in force 2) the licensee has executed a work of a permanent character and incurred expenses in the execution. In the present case not only the Respondent No.1 has transferred the superstructure in favour of the Petitioner, which is in force, the Petitioner has executed work of permanent character and incurred expenses in the execution. It is



therefore a case of special license with an agreement for lease in perpetuity.”

56. Although, the amendment application filed by the Petitioner, being CM APPL. 13239/2026 was quite belated, the same came to be disposed of *vide* order dated 26.02.2026, recording as under:-

“1. This is an application under Order VI Rule 17 of the CPC, 1908, seeking amendment of the writ petition.

2. It is noticed that the application has been moved after the final hearing in the matter has begun.

3. It is noted that on 09.02.2026, the matter was fixed for final hearing on 12.02.2026 with the consent of the respective counsel.

4. On 12.02.2026, the respective counsel for the parties were substantially heard.

5. This application has been moved in the midst of the final hearing. There is no explanation for the delay in filing the same.

6. It is noticed that the amendment application refers to certain additional averments sought to be incorporated based on the petitioner’s version / understanding of certain official documents / meetings.

7. Learned counsel for the respondents/non-applicants, while strongly expressing their reservation at the conduct of the petitioner/s in filing the present application at such a belated stage, accede to the said application being allowed, subject to the right/s of the respondents to object to the veracity and relevance of the documents referred to therein, as also the inference/s sought to be derived therefrom.

8. Reserving the aforesaid liberty, the application is allowed; the amended writ petition is taken on record. The respondents/non-applicants shall be entitled to make submissions with regard to the fresh averments incorporated therein, inter alia, the relevance and/or the version/interpretation sought to be given by the petitioner in respect of certain correspondence/ official meetings.

9. The application stands disposed of in the above terms”.



57. Judgment in the matter was reserved on 27.02.2026.

SUBMISSIONS ON BEHALF OF THE PETITIONER:

58. Learned senior counsel for the Petitioner has contended that the Impugned Cancellation Letter is unsustainable both in law and on facts. It is submitted that the terms and conditions governing the allotment underwent several modifications from time to time, including alterations in the extent of land proposed to be allotted. In this regard, attention is invited to the fact that the original allotment letter dated 14.12.1979 contemplated allotment of land admeasuring 1.453 acres. The said extent was subsequently altered *vide* communication dated 08.08.1980. Thereafter, the allotment in favour of the petitioner stood confined to 1 acre by virtue of the allotment letter dated 07.11.1986. Finally, it is submitted that under the allotment letter dated 17.06.1999, the Petitioner was conferred only the right to share built-up space over the land in question to the extent of 2024 sq. metres. On this basis, it is contended that after the issuance of the allotment letter dated 17.06.1999, the Petitioner no longer bore any obligation to undertake construction of the building, and consequently, no fault or default can be attributed to the Petitioner on that account.

59. It is further submitted that there was no clarity as regards the agency responsible for undertaking the construction of the proposed composite building. According to the Petitioner, at no point of time were any building plans prepared by either CPWD or NBCC. It is also emphasized that, even till date, there is no clarity with respect to the manner in which the built-up space in the proposed composite building was to be shared amongst the concerned entities. It is further contended that no demand was ever raised by



the L&DO towards the construction costs, which, according to the Petitioner, further demonstrates the absence of any concrete framework for execution of the construction.

60. It is further submitted that the land use in respect of the subject property has not been changed from “residential/bungalow” to “institutional”. According to the Petitioner, unless such change in land use is duly effected, no construction of the proposed composite office building could be undertaken. On this basis, it is contended that the Impugned cancellation of the allotment on the ground that the Petitioner failed to carry out the requisite construction is untenable and unsustainable.

61. It is further submitted that the mere act of seeking permission for sub-letting or for utilization of a portion of the built-up structure for commercial purposes cannot, by itself, be construed as sub-letting of the land. According to the Petitioner, the same has been erroneously relied upon by the Respondents as a ground in the Impugned Cancellation Letter dated 29.03.2023.

62. It is further submitted that the Petitioner was lawfully handed over physical possession of the entire plot of land as far back as in the year 1981. While it is acknowledged that, at one stage, an additional parcel of land admeasuring 620.76 sq. mtrs. was sought to be allotted to the Petitioner, it is pointed out that the said allotment subsequently came to be cancelled. According to the Petitioner, however, this circumstance does not detract from the fact that the entire plot of land continues to remain in its lawful physical possession. It is therefore contended that the Petitioner’s occupation of the said 620.76 sq. mtrs. of land, which was later allotted to the Press Council of India upon cancellation of the earlier allotment in



favour of the Petitioner, cannot possibly constitute a ground for cancellation of the Petitioner's allotment. On this basis, it is urged that none of the four grounds cited in the Impugned Cancellation Letter are made out in the facts and circumstances of the present case.

63. It is further submitted that the rights of the Petitioner in respect of the subject land have crystallized over the last 47 years. In this regard, it is pointed out that the Petitioner has paid a sum of Rs. 4,56,900/- towards the premium for the land. Additionally, the Petitioner is stated to have paid an amount of Rs. 1,11,900/- towards the cost of the superstructure as consideration for its transfer. On this basis, it is contended that the Petitioner has acquired vested rights in respect of the property which could not have been disregarded while issuing the impugned cancellation order.

64. It is further submitted that the Petitioner had paid the licence fee up to 05.03.1981. It is contended that thereafter, the Petitioner stood exempted from payment of licence fee, and consequently no further licence fee was payable by the Petitioner in respect of the subject land.

65. It is further submitted that on 22.01.1981, a registered Memorandum of Agreement came to be executed in respect of the property in question. According to the Petitioner, the said agreement created a grant in its favour coupled with the transfer of the bungalow standing on the land. It is further submitted that the parties subsequently executed a Rectification Deed dated 25.02.1981 in this regard. On this basis, it is contended that the bungalow stood transferred in favour of the Petitioner and that such transfer continues to subsist till date, thereby rendering the licence in favour of the Petitioner irrevocable under Section 60(a) of the Indian Easements Act, 1882.



66. It is further submitted that after the execution of the Memorandum of Agreement dated 22.01.1981, the Petitioner raised a boundary wall around the property in question. According to the Petitioner, the said boundary wall is a work of permanent character, having remained in existence on the property for the last approximately 45 years. On this basis, it is sought to be contended that the Petitioner has executed work of a permanent character acting upon the licence.

67. It is further submitted that, by virtue of the aforesaid circumstances, namely, the construction of the boundary wall as well as the payment made by the Petitioner towards the cost of the superstructure (which is also asserted to be a work of permanent character), the licence in favour of the Petitioner has become irrevocable under Section 60(b) of the Indian Easements Act, 1882. In support of this submission, reliance is placed upon the judgments in *Deep Chand Sao Vs. Smt. Kasturi Devi & Ors.*, 1974 SCC OnLine Pat 131; and *Narsingh Das & Ors. Vs. Mian Safiullah Sha*, 1954 SCC Online All 147.

68. It is further submitted that since exclusive possession of the property was handed over to the Petitioner, coupled with the alleged transfer of the superstructure, the nature of the rights enjoyed by the Petitioner are akin to those of a lessee in perpetuity. On this basis, it is contended that the Petitioner is also entitled to protection under Section 53A of the Transfer of Property Act, 1882. It is further urged that the present writ petition is maintainable as it seeks to challenge the impugned action of the respondents as being arbitrary, unreasonable and discriminatory. In support of the said contention, reliance is placed on *Express Newspaper vs. UOI*, 1986 (1) SCC



133 and *Edward Keventers (Successors) Pvt. Ltd. vs. UOI*, AIR 1983 Del 376.

SUBMISSIONS ON BEHALF OF THE RESPONDENTS:

69. Learned counsel for the Respondent No.1/L&DO, Union of India has emphasized that the Petitioner is merely an allottee/licensee in respect of the land in question. In this regard, attention is invited to the averments made in paragraph 55 of the unamended writ petition itself, wherein the petitioner has categorically admitted that “till date the L&DO has even failed to enter into the lease agreement”. It is therefore contended that the Petitioner’s own pleadings make it abundantly clear that no leasehold rights were ever created in its favour and that its occupation of the land has always been in the capacity of a licensee/allottee.

70. It is further submitted that even in the correspondence exchanged prior to the filing of the present writ petition, the Petitioner itself had acknowledged on multiple occasions the conditional nature of its occupation of the land in question. It is vehemently contended that the Petitioner, being merely a licensee, does not enjoy any proprietary rights in the property and cannot claim, either in law or in equity, any entitlement to perpetuate its occupation of prime public land. It is further submitted that the Petitioner is in breach of its primary and mandatory obligation to undertake construction of the composite office building on the land in question.

71. It is submitted that the Supreme Court, in *Dalip Singh & Ors. v. State of Haryana & Ors.*, (2019) 11 SCC 422, has upheld the resumption/cancellation of allotments in cases where the allottees have



failed to comply with the essential conditions governing the allotment of land. It is submitted that the Court, in such circumstances, declined to interfere with the action of the authorities once due process had been followed.

72. It is submitted that even after the composite planning and construction of the proposed building came to involve CPWD, it remained incumbent upon the Petitioner to actively pursue the project and coordinate with CPWD for the said purpose. It is further contended that the onus was upon the Petitioner to ensure that the building plans were duly prepared and obtained approval/sanction from the concerned statutory authorities. It is emphasized that the Petitioner's own communication (Annexure P-18 to the writ petition) clearly indicates that the project was never pursued to completion; instead, the Petitioner sought time to resolve certain "internal issues", thereby evincing its lack of readiness and compliance with the obligations attached to the allotment.

73. It is further submitted that the correspondence on record also reflects the Petitioner's continued non-participation in the meetings convened by the L&DO/Press Council of India for the purpose of discussing and taking forward the work relating to the construction of the proposed building. It is emphasized that the record clearly demonstrates the Petitioner's inability to marshal the necessary resources for undertaking the construction. It is further pointed out that the Impugned Cancellation Letter was preceded by a valid Show Cause Notice and came to be issued only after due consideration of the Petitioner's reply thereto.

74. It is contended that, upon revocation of a licence, the licensee is merely entitled to reasonable time to vacate the premises and to remove any



goods or belongings which it was permitted to place upon the property. It is finally submitted that the case set up by the Petitioner is devoid of any factual or legal merit, and the present petition therefore deserves to be dismissed.

SUBMISSIONS ON BEHALF OF THE PRESS COUNCIL OF INDIA:

75. Learned counsel for the Press Council of India has contended that the Petitioner has, on multiple occasions, stalled the project by seeking repeated modifications to the terms of allotment, raising issues regarding land dues, and otherwise creating impediments in the process of construction of the proposed composite building.

76. It is submitted that the construction of the composite building has not commenced solely on account of the persistent delay, indecision and non-cooperation on the part of the Petitioner. As a result, the Press Council of India has been unable to enjoy the rights conferred upon it, despite the allotment in its favour having been made as far back as 17.06.1999 and notwithstanding the fact that it has paid a sum of Rs. 5,15,86,197/- towards licence fee and premium up to the year 2021.

77. It is submitted that the Petitioner's disregard for the terms and conditions of the allotment has been manifest and brazen, inasmuch as the Petitioner has not even attended meetings convened with the concerned stakeholders for the purpose of deliberating upon and taking forward the construction to be undertaken at the site.

78. It is submitted that the Petitioner, in its email dated 08.08.2022, has itself acknowledged its financial inability to undertake the construction of the composite building. This admission constituted sufficient grounds for



the issuance of the Impugned Cancellation Letter. It is also submitted that, notwithstanding this admitted financial incapacity, the Petitioner approached this Hon'ble Court and obtained an interim order by advancing incorrect and misleading pleas.

79. It is further submitted that the Press Council of India was compelled to file CM.APPL.39879/2025 to bring to the notice of this Hon'ble Court the unauthorized construction activities being carried out on the land in question. It is contended that this is corroborated by the inspection conducted pursuant to the order dated 11.07.2025 passed by this Hon'ble Court.

80. It is contended that the conduct of the Petitioner clearly reflects a consistent pattern of delay, non-cooperation, and disregard for both the terms of the allotment and the orders of this Hon'ble Court, whereas the Press Council of India has, always, fully complied with its obligations under the allotment.

81. It is submitted that the Petitioner, being merely a licensee, acquired no proprietary right or interest in the land and was entitled to occupy the premises only for the duration of the subsistence of the license.

82. Learned Counsel places reliance upon the judgment of the Supreme Court in *Corporation of Calicut v. K. Sreenivasan*, (2002) 5 SCC 361 to contend that a licensee acquires no right or interest in immovable property and can occupy the premises only so long as the license subsists. The present case thus falls under the Indian Easements Act, 1882, wherein Sections 62 and 63 provide for revocation of a license in various circumstances and require only reasonable time for the licensee to vacate. The Petitioner's sole remedy under Section 64 of the said Act is for



compensation if evicted without fault before enjoying the license. Therefore, the Petitioner has no legal or fundamental right over the land, and any alleged right is purely contractual, enforceable only before a civil court, not under Article 226 of the Constitution.

83. It is also emphasized that the validity of the cancellation of allotment must be examined with reference to the circumstances prevailing on the date of termination, and not on any subsequent developments.

84. It is further submitted that any relief granted to the Petitioner in respect of the cancellation of the allotment would result in serious prejudice to the rights of the Press Council of India, which flow from the allotment letter dated 27.06.2000 and the subsequent allotment dated 15.03.2021.

85. Finally, it is urged that this Hon'ble Court may direct the Petitioner to refrain from obstructing Press Council of India's entry or use of the allotted land, direct the L&DO to hand over peaceful and encumbrance-free possession for the construction of Press Council of India's office building, order the demolition of any illegal construction by the Petitioner or its successor, and ensure expeditious resolution of all pending issues to enable immediate commencement of construction.

ANALYSIS AND CONCLUSION

Persistent Non-Compliance by the Petitioner with the Conditions of Allotment

86. At the outset, it is necessary to note that the Petitioner has miserably failed to comply with the obligations cast upon it, under the various licenses/allotment letters issued in its favour. In this regard, it is pertinent to



note that the allotment letter dated 14.12.1979 contained, *inter-alia*, the following stipulation:

“ii. The United News of India shall be required to construct the building in conformity with the architectural surroundings of the area, within 2 (two) years from the date of formal handing over the possession of the land.”

87. It is undisputed that the Petitioner failed to undertake or carry out any construction whatsoever in terms of the aforesaid stipulation.

88. Long after the expiry of the period within which the Petitioner was required to fulfil its obligations under the aforementioned allotment letter dated 14.12.1979, a revised allotment letter came to be issued on 07.11.1986. In terms thereof, a percentage share of the accommodation was prescribed for the Petitioner, along with the Press Club of India and the Press Association. It was further provided as under:

“ii. The United News of India, Press Club of India and Press Association shall be required to construct the building in conformity with the architectural surroundings of the area, within 24 months from the date the parties are allowed to enter the land.”

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xi. The said media units shall enter into an agreement among themselves as to the basis on which they will share the cost of the construction. The agreement will provide for other incidental matter, including arrangements for construction, management of property etc. Three copies of the Agreement shall be sent by them to this office and shall form a part of the license agreement (i.e. Memorandum of Agreement to be entered into by them with the Government).”

89. Once again, no construction whatsoever was carried out in terms of the aforesaid stipulation.

90. A perusal of the material placed on record does not reveal/ disclose any meaningful action on the part of the Petitioner to undertake the



construction of the building as contemplated under the allotment letter dated 07.11.1986.

91. Again, the petitioner was granted yet another indulgence in the form of a revised allotment letter dated 17.06.1999. The said allotment letter also contemplated the construction of a composite building over the entire plot, *albeit* by the CPWD, wherein the petitioner, along with certain other beneficiaries, was to share the built-up space on the plot. It was *inter-alia* provided as under:

“iii) The total plot area of 9. Rafi Marg is 1.841 acres out of this 1 acre has already been allotted to UNI, Press Club of India and Press Association. The balance 0.841 acre is now allotted to the Press Council of India and Joint Director General of Foreign Trade Ministry of Commerce. A Composite building on the entire plot will be constructed by C.A. CPWD in which all the allottees will share the built-up space as detailed below and pay the proportionate and cost to the L&DO and construction cost to the C.A CPWD: -

a)	UNI	-	2024 sq. mts.
b)	Press Club of India	-	1012 sq. mts.
c)	Press Association	-	1012 sq. mts.
d)	Press Council of India	-	1400 sq.
e)	Joint Director General of Foreign Trade, Ministry of Commerce	-	2000 sq. mts.

iv) The CA. CPWD will prepare the composite building plan and get it cleared from the local body DUAC etc. before starting the actual construction. The cost of plan as well as construction cost will be some proportionately by all the adhere unconcern.

v) The allottee CA. CPWD will complete the construction within a period of 2 years from the date of handing over of the land.”

92. There is no material/ correspondence which evinces any serious effort or follow-up on the part of the Petitioner to ensure that construction was undertaken through the CPWD.



93. Instead, it is noticed that *vide* letter dated 01.09.2000 addressed by the Press Council of India to the Chief Architect of CPWD, a request was made for expeditious consideration of work of drawing up the design of the composite office building. A copy of the said communication was also marked to the General Manager of the Petitioner, with a request that the Petitioner forward its requisition directly to the CPWD with regard to the proposed design.

94. On 09.10.2012, the Ministry of Urban Development addressed a communication to the Petitioner and the Press Council of India, stating that the construction of the building would thereafter be carried out through NBCC instead of CPWD.

95. Even thereafter, the inertia on the part of the Petitioner continued, and no pro-active steps were taken by it to pursue the matter with NBCC for expeditious construction of the building.

96. On 20.02.2018, almost eighteen years after the revised allotment letters dated 17.06.1999 and 27.06.2000 were issued, the petitioner addressed a letter to the L&DO (filed as Annexure-P10 to the writ petition) seeking certain clarifications regarding the construction on the plot of land. This was followed by a reminder letter dated 30.05.2018 (filed as Annexure-P11 to the writ petition).

97. Thereafter, *vide* letter dated 09.12.2019, the Petitioner addressed a communication to the L&DO expressing its desire to undertake the construction of the composite building at the earliest.

98. However, it is a matter of record that construction never commenced, and the purpose of the licence/allotment remained unfulfilled, even after



lapse of more than four decades since the initial allotment in December 1979.

99. Crucially, *vide* e-mail dated 18.05.2022 (filed as AnnexureR-9 to the counter affidavit of respondent no.1), it was stated by the Petitioner as under:

*“To,
Deputy Secretary’s Offices
Press Council of India,
Soochna Bhawan,
C.G.O. Complex, New Delhi-110003*

We acknowledge the receipt of the email and the letter enclosed thereto and thereupon deliberated on the same internally at length.

You are well aware of the prevalent unprecedented business environment, the Covid 19 pandemic period was really bad for us commercially. This has further dented on our financial crises. We have reached out to our shareholders for infusion of funds by way of equity. Participation and in this regard a Shareholder meeting was called on 14th March, 2022. Though the shareholders have neither rejected or approved the infusion of the capital, have adjourned the said meeting sine die after due consideration for further consideration on the matter:

We are in a process of calling the said shareholders meeting again and will solicit the shareholders to infuse funds. Until then, we humbly solicit your good office either to wait or go ahead with construction of building on your portion of the land and consider this letter as our inability to participate in the construction of the composite building due to acute financial crunch.

*Thanking you
Binod Mandal
Director
United News of India”*

100. Thus, the Petitioner itself requested the Press Council of India to treat the said communication dated 18.05.2022 as an admission of its “*inability to participate in the construction of the composite building due to acute financial constraints.*” This position was further emphatically reiterated in



an e-mail dated 08.08.2022 sent by the Petitioner to the Press Council of India, wherein it was recorded as follows:

“We all (Directors) being the non-executive directors of the company, have deliberated the matter in the Board meeting and resolved that PCI should go ahead with the plans to construct the building alone and we shall be happy to extend all the co-operations required in this regard.”

101. It is evident that things reached a point where the Petitioner did not even consider it worthwhile to participate in meetings with the stakeholders, and adopted the unequivocal stance that the Press Council of India should proceed with its plans to construct the building independently, while simultaneously undertaking to extend all necessary cooperation in that regard.

102. It is thus manifest that there was an abject failure on the part of the petitioner to even initiate the preliminary steps necessary for the construction of the building. The record reflects that the Petitioner was given more than excessive latitude for several decades since 1979. In fact, the Respondent No.1 would have been fully justified in cancelling the allotment in view of the Petitioner's complete inaction and failure to take the requisite steps in the aftermath of the allotment letter dated 14.12.1979 itself. The Petitioner's persistent and continued non-performance was evidently overlooked, while issuing different variants of allotment letter/s, in the years/ decades following the initial allotment letter dated 14.12.1979.

103. It is neither necessary nor apposite for this Court to embark upon a blame-fixing exercise as to how this unsatisfactory state of affairs has persisted for over four decades, wherein extremely valuable public land stood parted with, without any corresponding obligation/s being fulfilled.



What is, however, indisputably clear is that, despite the passage of several decades, there has been a complete and abject failure to achieve the very purpose underlying the allotment/license.

104. This becomes particularly relevant in view of Section 62(f) of the Indian Easements Act, 1882, which provides as follows:

“62. License when deemed revoked.—A license is deemed to be revoked—

(f) where the license is granted for a specified purpose and the purpose is attained, or abandoned, or becomes impracticable.”

105. In the present case, the prolonged inaction and failure to achieve the purpose for which the allotment/ license was issued, clearly justifies revocation/ cancellation thereof.

106. Even as on date, the stand of the petitioner (as recorded in its written submissions dated 02.03.2026) is as under:

“Till date there is no clarity on sharing of the portions in the proposed composite building; no demand raised for any construction cost by L&DO; The land use from residential/bungalow has not been changed to institutional and no construction can be carried out without first changing the land use. Till date L&DO is not clear as to how much is the estimated cost of construction.”

107. Given the facts and circumstances, there is no manner of doubt that the purpose for which the license / allotment was made in favour of the Petitioner, has not been achieved and has become impracticable. Also, the Petitioner's stated concerns regarding lack of clarity of sharing of construction costs, and land-use change, only serve to demonstrate that the stated purpose of the allotment/ license stands frustrated.

108. Once the purpose of the license had remained unfulfilled for such an inordinate period, its continuation became legally untenable. This is



particularly reinforced by the Petitioner's candid acknowledgment in the aforementioned correspondence (leading upto the impugned cancellation) that it lacked the financial capacity to proceed, coupled with its explicit stance that the Press Council of India could carry forward the construction of the building without its participation.

109. In view of the prolonged default spanning several decades, Respondent No. 1 was fully justified in issuing the Show Cause Notice dated 12.01.2023 and was well within its rights to thereafter cancel the allotment by the Impugned Cancellation Letter dated 29.03.2023. The Petitioner's persistent inaction and failure to perform its obligations leave no ground for interference with the lawful exercise of powers by the Respondent No.1.

110. It is further noticed that even after the cancellation of the allotment, the Petitioner, in a communication dated 10.04.2023 addressed to Respondent No. 1, referred to an understanding reached with the L&DO on 06.04.2023 during a meeting, to the effect that the cancellation of the allotment (*vide* letter dated 29.03.2023) would be kept in abeyance for a period of six months. The letter dated 10.04.2023 concluded by making the following limited request:

“But in view of this development, I would urge you to kindly make aware your colleagues and those in other relevant departments about the understanding reached between us, so that no officer again lands at our office to demand handing over of the premises till the time sought by us.”

111. In light of the foregoing facts and circumstances, it is unmistakably clear that the purpose of the license has remained wholly



unfulfilled, principally due to the persistent and prolonged inaction of the petitioner over several decades.

112. Reference may be made to an order dated 06.12.2024 of a Coordinate Bench of this Court in ***Center for Applied Politics v. Union of India***, W.P.(C) 16309/2024, wherein, in somewhat similar circumstances, it was held as under:

“7. The terms of the allotment, as outlined in the Agreement to Lease, are unambiguous and place an unequivocal obligation upon the Petitioner to construct an office building and five single-seated rooms within 24 months of taking possession of the land. These facilities were envisaged to advance the cause of education in Political Science, Administration, and Diplomacy. Despite being in possession of the land for nearly five decades, the Petitioner has not fulfilled this fundamental purpose. Such a prolonged lapse of time exhibits Petitioner’s gross failure to meet its contractual obligations and erodes any claim to equity in their favour.

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11. Public land, when allocated for a specific purpose, must be utilized in strict conformity with the terms of allotment. The Petitioner’s inaction has entirely frustrated the purpose of the allotment, which was to establish a hub for education and scholarship in Political Science. In a rapidly urbanizing city like Delhi, where land is both scarce and valuable, the effective utilization of public resources assumes importance. The L&DO, as a trustee of public land, is duty-bound to ensure that such lands are utilised meaningfully for public purposes. Unfortunately, in this instance, it appears to have faltered in acting with the urgency required to prevent the misuse of this resource. Nonetheless, permitting the Petitioner to retain possession despite their flagrant non-compliance would be countenancing misuse of public resources which would set a concerning precedent emboldening other allottees to disregard their obligations with impunity. Therefore, this Court finds no reason to condone such a breach or to invoke its extraordinary jurisdiction under Article 226 of the Constitution of India to aid a party that has wilfully and persistently violated the terms of the Agreement to Lease.”



113. In LPA No. 95/2025, emanating from the aforesaid order, it was held by a Division Bench of this Court, *vide* judgment dated 10.02.2025, as under:

“7. The Agreement to Lease placed an obligation upon the appellant to construct an office building and five seated rooms within 24 months of taking possession of the land. It is obvious that the sanctioned building plans ought to have been obtained by the appellant within the stipulated period noted above. Despite passage of five decades, the application of the appellant seeking sanction of building plans has not seen the light of the day. Clearly, the delay is attributable only to the appellant. Reference to a notice dated 28.12.2007 issued by MCD does not come to the rescue of the appellant nor does it enure to its benefit. Rather, it only explains and establishes that the appellant has been absolutely negligent and lackadaisical in completing its obligations both towards the L&DO and towards the MCD. Nothing has been placed either before the learned Single Judge or before this court evidencing any documentation to prove the active engagement of the appellant with the MCD for approval of its building plans. This appears to be a case of gross and blatant disregard of the obligations under the terms of the allotment letter as also the Agreement to Lease dated 02.07.1977.”

114. The aforesaid observations are squarely attracted in the facts of the present case as well. This Court simply cannot countenance a situation where public land continues to be occupied for decades together, without fulfillment of the conditions of license.

Nature and Extent of the Petitioner's Rights under the Allotment

115. The parties are *ad idem* that, pursuant to the aforementioned allotment letters, the rights conferred on the Petitioner are those of a ‘licensee’. It is further admitted in the unamended writ petition (paragraph 55) that “*till date the L&DO has even failed to enter into the Lease Agreement required by them...*”. Moreover, the allotment letter dated 14.12.1979 records as follows:

“iv. The land shall be used by the United News of India only for the



construction of a composite office complex to accommodate the offices of the above said news media and for no other purpose whatsoever without the prior approval of the lessor. No residential accommodation except for a caretaker or chowkidar shall be allowed to be construction on the land. The plinth area of the residential unit of caretaker or chowkidar will be fixed by the lessor in his absolute discretion but shall not exceed 34 sq. meters or 365 sq. ft for chowkidar's residence or 55.75 sq. meters or 600 sq. ft. for caretakers' residence."

116. The Memorandum of Agreement dated 22.01.1981, read with the Rectification Deed dated 25.02.1981 (Annexures P1 and P2 to CM APPL. 81679/2025), also records that the Petitioner is a bare licensee in respect of the premises. The relevant stipulations in the Rectification Deed are as follows:

"XXIV. "Nothing in this Agreement shall be construed as a demise in law of the said premises or any part thereof so as to give UNI any interest therein until and unless the said Perpetual Lease shall be executed and registered, but the U.N.I. shall only have the permission of the President to enter upon and occupy the said premises for the purpose of performance of this Agreement".

xxx

xxx

xxx

XXIX. "It is expressly agreed and declared by U.N.I. that before executing the said Perpetual Lease as required by the President, UNI, is and shall be a bare licensee in respect of the said premises. Provided that if at any time any breach of such undertaking is discovered by the President, regardless of the execution of the said Perpetual Lease, UNI shall be liable to pay penalty to the President by way of compensation for such contravention. The amount or terms of such penalty by way of compensation shall be fixed by the President and the same shall be binding on UNI".

117. Subsequently, the allotment letter dated 07.11.1986 came to be issued, which records as under:

"iv. The land will be used for putting a composite office building, utilizing the full FAR permissible for accommodating the requirement of the said news media and any other media



unit/Govt./Semi-Govt. Organization/any other organization that may be nominated by the Govt.

xxx

xxx

xxx

xv. The parties shall clearly show on a building plan the space allotted to each party under this allotment and forward the same to the Government. The plan shall form part the lease deed to be entered into by the Government with the parties. ”

118. The terms and conditions incorporated in the subsequent allotment letters dated 17.06.1999 and 27.06.2000, does not detract from the fact that only a conditional license was conferred on the Petitioner.

119. The following position, therefore, clearly emerges:

- (i) the Petitioner is nothing more than a bare licensee, pursuant to the allotment letters issued in its favour;
- (ii) no lease deed has ever been executed in favour of the Petitioner;
- (iii) as a licensee, the Petitioner's rights are strictly and narrowly confined to utilizing the land solely for the purpose of raising or constructing a building as envisaged in the allotment letters. Under no circumstances do any rights subsist in favour of the Petitioner to use the existing structure, and certainly not to the exclusion of other co-allottees. The Petitioner cannot claim any proprietary or exclusive entitlement over the subject premises.

120. The legal position is well settled that the licensee acquires no right or interest in the immoveable property and can occupy the premises only so long as the license subsists. In this regard, reliance may be placed upon ***Corporation of Calicut vs. K. Sreenivasan***, (supra), which reads as under:

“16. It is true that a licensee does not acquire any interest in the property by virtue of grant of licence in his favour in relation to any immovable



property, but once the authority to occupy and use the same is granted in his favour by way of licence, he continues to exercise that right so long the authority has not expired or has not been determined for any reason whatsoever, meaning thereby so long the period of licence has not expired or the same has not been determined on the grounds permissible under the contract or law. Occupation of the licensee is permissive by virtue of the grant of licence in his favour, though he does not acquire any right in the property and the property remains in possession and control of the grantor, but by virtue of such a grant, he acquires a right to remain in occupation so long the licence is not revoked and/or he is not evicted from its occupation either in accordance with law or otherwise. Main thrust of Section 2(f) of the Act is upon the expression "occupation" with authority or without authority. If a person without any authority occupies any public building he would be a trespasser and his case would be covered by the first part of Section 2(f) and would be liable to be evicted under the provisions of the Act instead of taking recourse to ordinary law by filing a properly constituted suit which is dragged on for years together. Second part of Section 2(f) deals with cases where a person is in occupation by virtue of an authority granted in his favour irrespective of the fact whether the authority is in the form of lease or licence or in any other form. So far as the case of lease of a public building is concerned, upon expiry of the period limited thereby or its determination in accordance with law, the special procedure prescribed under the Act providing speedy remedy for eviction would apply even though some interest in the immovable property is created in favour of the lessee by virtue of creation of lease in his favour. But in a case of licence, no interest in the property is created by virtue of the grant, but a person acquires a right to continue his occupation by virtue of the authority granted in his favour under the licence unless the period of licence has expired or the same has been determined or licence has been revoked and/or the licensee is evicted by the grantor. If it is held that Section 2(f) would apply only in case of lease and not in the case of licence, the position will be very incongruous as in the case of lease, though a lessee acquires interest in the property which is a higher right, but he can be evicted under the special procedure prescribed under the law providing much speedy remedy whereas in the case of licence, a licensee, who does not acquire any interest in the property and has only some sort of right of occupation by virtue of the nature of grant in his favour so long he is not evicted, can be evicted through long-drawn ordinary procedure of filing a civil suit. This could not have been the intention of the legislature. Apart from that, out of the expressions "whether by way of lease" or "any other mode of transfer", the expression "any other mode of transfer" is very wide and would not necessarily mean only that mode of transfer whereby a right has been created in immovable property. The expression "transfer" under the Transfer of Property Act connotes creation of some interest in immovable



property. But under Section 2(f) of the Act such a restricted meaning would defeat the purpose of legislation which is impermissible. The expression “any other mode of transfer” would definitely bring within its sweep the case of a licensee where right of the grantor to occupy and continue to occupy immovable property is transferred though under law, the property remains in possession and control of the grantor. In view of the foregoing discussions, we hold that the expression “unauthorised occupation” within the meaning of Section 2(f) of the Act would embrace within its ambit the case of the licensee as well after expiry of the period of licence or upon its determination for any reason whatsoever, as such the Estate Officer was quite justified in initiating proceeding under the Act and passing eviction order therein.”

121. The legal position is, thus, well settled that the Petitioner, being a licensee (at best), cannot claim any independent right, title or interest in the property, dehors the terms of the allotment. Consequently, upon breach of the conditions of allotment and the cessation of the license, the petitioner cannot assert any vested or indefeasible right to continue in possession of the land in question.

Memorandum Of Agreement dated 22.01.1981 read with Rectification Deed dated 25.02.1981 does not confer leasehold or irrevocable rights

122. Much emphasis has been placed by the Petitioner on the execution of the ‘Memorandum of Agreement’ dated 22.01.1981, read with the ‘Rectification Deed’ dated 25.02.1981.

123. On the basis of the above, the Petitioner has contended in the amended writ petition that the Memorandum of Agreement is in the nature of a lease, having been duly registered, and that it continues to remain in force. This contention, however, is wholly misconceived and unsustainable in law.

124. A careful reading of the Memorandum of Agreement and the Rectification Deed unequivocally demonstrates that the Petitioner’s rights



akin to that of a bare licensee. Nowhere do these documents create or confer any leasehold or proprietary rights capable of rendering the allotment irrevocable.

125. It is further contended by the Petitioner that, in view of the grant under the Memorandum of Agreement coupled with the alleged transfer of the superstructure (bungalow) on payment of Rs. 1,11,900/-, the license in its favour has become irrevocable. This contention is wholly without merit. A careful perusal of the Memorandum of Agreement dated 22.01.1981, read with the Rectification Deed dated 25.02.1981, leaves no room for doubt that the documents merely reiterate the Petitioner's status as a licensee. Both the Memorandum of Agreement and the Rectification Deed seek to impose obligations on the petitioner without creating any enforceable proprietary or leasehold right, and certainly do not make the license irrevocable.

126. A careful perusal of the Memorandum of Agreement dated 22.01.1981 reveals that the same clearly contemplates and explicitly provides as under:

(i) that the petitioner was required to construct, at its own cost and expense, a multi-storied office complex over the land in question. The Petitioner was expressly obligated to use the land solely for the purpose of constructing the office complex to accommodate its own office and the offices of various news media organizations, namely Hindustan Samachar, Samachar Bharti, Press Club of India, Press Association of India, and the Delhi Union of Journalists, and for no other purpose whatsoever. The relevant stipulation in this regard as recorded in the Memorandum of Agreement dated 22.01.1981 is as under:

“III. U.N.I. shall within the period of 24 calender months from the date of



*entering upon the said land as hereinabove stipulated construct, and erect or cause to be constructed and erected at its own expense and cost the said multistoried office complex complete in all respects and in the manner herein provided or otherwise to the entire satisfaction of the President, to the extent of full floor area ratio permissible under the Master Plan/Local Laws for accommodating its own offices and the offices of various News Media, namely Hindustan Samachar, Samachar Bharti, Press Club of India, Press Institute of India, Press Association of India and Delhi Union of Journalists (hereinafter collectively referred to as “the News Media”, for the sake of brevity) **and for no other purpose** provided that if at any time there is any office space or accommodation available in the said multistoried office Complex which is surplus to the requirement of UNI or any of the aforesaid News Media, the President shall have the right to nominate any other organisation/s, including government or semi-government organisation/s upon such terms and conditions as may be mutually agreed upon between such organisation/s and UNI. In the event of any difference or dispute regarding the such terms and conditions, the President or his nominee shall determine which shall be final and binding on the parties.”*

No right whatsoever was conferred on the Petitioner to utilize the existing built-up superstructure on the land in question. The rights granted to the Petitioner were strictly limited to the construction and use of the multi-storied office complex for the specific purpose outlined above, and for no other purpose whatsoever.

(ii) the lease deed in respect of the premises was to be issued only after completion of construction. In this regard, the Memorandum of Agreement provides as under:

“XIX. Upon completion of construction of the said multi-storied office complex strictly in accordance with the terms hereof and to the entire satisfaction of the President in all respects and upon issuance of a certificate in this behalf by the President or his nominee and upon due fulfilment and performance of all other obligations on the part of U.N.I. (under this Agreement the President shall grant or cause to be granted to U.N.I., a lease of the said premises here in before described in perpetuity from the date of execution of the said lease at and for an annual ground rent of Rs.11422.50 (Rs. Eleven thousand four hundred twenty two and paise fifty only) payable in advance in half yearly instalments on the 15th day of January and 15th day of July in each year, the first of such payment



becoming due and to be made on or before the date of execution of the said lease and upon the terms and conditions contained therein which shall be decided by the President as herein contained (the said lease being hereinafter referred to as “the perpetual lease”) provided always that the ground rent payable by UNI in this clause stipulated shall be, without prejudice and in addition to any premium to be due by UNI to the President under clause XXII hereof.

XX. It is a strict condition of this Agreement and demise under the Perpetual Lease herein before mentioned, that upon completion of the said multi-storeyed office complex strictly in accordance with the terms and conditions herein contained and to the entire satisfaction of the President of his nominee, U.N.I. shall allot and allocate to News Media, namely, Hindustan Samachar, Samachar Bharti, Press Club of India, Press Institute of India, Press Association of India and Delhi Union of Journalists and each of them accommodation and floor space in the said multi-storeyed office to the extent of their prorata requirements in the manner and within the period and subject to the terms and conditions as may be contained in a Tripartite Agreement between the President, U.N.I., the said News Media and any other news media referred to in the following clause XX hereof and each of them. Provided that the said News Media or other news media shall be a registered or an incorporated body to be entitled to the benefit hereunder provided or extended under the said Tripartite Agreement.”

(iii) The Memorandum of Agreement dated 22.01.1981 further provides as under:

“XXIII. Notwithstanding any thing contained in Clause I hereinbefore upon U.N.I fully and duly dis-charging its obligations under this Agreement the President shall have the right to convert and apply the said sum of Rs.4,56,900 deposited by UNI as security for the performance of the terms and conditions hereof against the premium to be paid by UNI to the President on or before the execution of the said Perpetual Lease, in addition to the ground rent payable by UNI to the President in terms of the foregoing Clause XIX or the stipulations contained in the said Perpetual Lease, in consideration of the demise thereunder.”

127. The Petitioner, having failed to perform its obligations under the Memorandum of Agreement would automatically attract the aforesaid Clause XXIII of the Rectification Deed dated 25.02.1981. Thus, the



consequence/s of non-performance were clearly prescribed in the Memorandum of Agreement itself.

128. Importantly, the Rectification Deed dated 25.02.1981, records that the said Memorandum of Agreement shall not be construed as creating a demise in law of the said premises or any part thereof, and does not confer upon the Petitioner or any other entity any proprietary or leasehold interest in the land.

The relevant stipulation in the Rectification Deed dated 25.02.1981, which reinforces the limited, conditional, and purely project-specific nature of the license conferred on the Petitioner, reads as follows:

“XIV. Nothing in this Agreement shall be construed as a demise in law of the said premises or any part thereof so as to give UNI any interest therein until and unless the said Perpetual Lease shall be executed and registered, but the U.N.I. shall only have the permission of the President to enter upon and occupy the said premises for the purpose of performance of this Agreement.”

129. Significantly, Clause XIX of the Rectification Deed dated 25.02.1981 unequivocally provides that the Petitioner is a bare licensee in respect of the premises in question.

130. Thus, reliance on the Memorandum of Agreement dated 22.01.1981, read with the Rectification Deed dated 25.02.1981, does not advance the Petitioner’s case, and rather defeats the same.

131. It is also pertinent to note that in view of the purport of the original allotment letter dated 14.12.1979 having remained unachieved, the subsequent allotment letters expressly contemplated that a fresh Memorandum of Agreement would be executed with the Petitioner. For instance, the allotment letter dated 07.11.1986 provides as follows:

“vi. The land is allotted initially on license basis on terms and conditions



contained in the memorandum agreement to be entered into for this purpose. After the construction of the composite office building and satisfactory fulfilment of the other terms and conditions of the said agreement, leasehold rights will be granted.”

132. Again, in the allotment letter dated 17.06.1999, it is provided as under:

“xi. The allottees shall execute the Memorandum of Agreements and Lease Deed at its own costs.”

133. Again, in the allotment letter dated 27.06.2000, it is provided as under:

“xi. The allottees shall execute the Memorandum of Agreement and Lease Deed at its own cost.”

134. It is therefore evident that any rights, if at all created in favour of the Petitioner under the Memorandum of Agreement dated 22.01.1981, ceased to have any effect in view of the subsequent allotment letters issued in favour of the Petitioner. Furthermore, no subsequent Memorandum of Agreement/s has been executed or relied upon by the Petitioner to sustain its claims.

135. Thus, the petitioner’s reliance upon the Memorandum of Agreement dated 22.01.1981, read with the Rectification Deed dated 25.02.1981, does not detract from the fact that the Petitioner was, and always remained, a ‘bare licensee’ with strictly limited and conditional rights ; neither any proprietary or leasehold interest was conferred upon the petitioner nor was its license rendered irrevocable. On the contrary, explicit obligations were imposed on the Petitioner to construct the building for the specified purpose, the non-performance of which attracts the consequences stipulated therein.



Any reliance by the Petitioner on these documents to assert broader rights is wholly misplaced and legally untenable.

Applicability of 60 (a) and 60 (b) of the Indian Easements Act, 1882

136. In the amended writ petition, the petitioner has sought to invoke Section 60 of the Indian Easements Act, 1882, to contend that the license in its favor has become “irrevocable”. It has been averred as under :

“ That it is submitted that as per Section 60 of the Indian Easements Act, 1882, a license can only be revoked by the grantor unless 1) the license is coupled with a transfer of property and such transfer is in force 2) the licensee has executed a work of permanent character and incurred expenses in the execution. In the present case, not only the Respondent No. 1 has transferred the superstructure in favour of the petitioner which is in force, the Petitioner has executed work of permanent character and incurred expenses in the execution. It is therefore a case of special license with an agreement for lease in perpetuity.”

137. The contention regarding the so called “transfer of property” is raised on the basis that the pre-existing bungalow had been transferred in its favour and that such transfer was validly effectuated since it paid cost of the superstructure amounting to Rs. 1,11,900/- on 02.03.1981. The “permanent work” claimed to have been executed is construction of a boundary wall around the property.

138. The aforesaid contentions regarding applicability of Section 60(a) and 60(b) of the Indian Easements Act, are palpably and *ex-facie* misconceived, for a variety of reasons.

139. As noted hereinabove, the various allotment letters (as also the Memorandum of Agreement dated 22.01.1981 and Rectification Deed dated 25.02.1981, relied upon by the petitioner) make it clear that the same cannot be construed as creating a demise in law of the premises or any part thereof,



and does not confer upon the Petitioner any proprietary or leasehold interest in the land.

140. More importantly, a perusal of all the allotment letters issued in favour of the Petitioner, including the Memorandum of Agreement dated 22.01.1981, leaves no manner of doubt that the Petitioner was not conferred any right whatsoever over the land or the pre-existing building. The sole right granted to the Petitioner was to construct a composite office building for its own use, as well as for the benefit of the co-allottees specifically referred to in the various allotment letters.

141. The Petitioner's contention that the pre-existing bungalow stood transferred in its favour, and that it holds an irrevocable license therein, amounts to asserting a right to occupy the existing building in perpetuity, irrespective of whether it fulfils its primary obligation of constructing a composite office building. Such a contention is absurd on the face of it, and is contrary to the fundamental framework of the allotment letters issued in favour of the Petitioner, the purport of which was to create a strictly purpose-specific license in favour of the Petitioner.

142. There was no transfer of any ownership, leasehold interest, or proprietary right in favour of the Petitioner, except for the limited purpose expressly stated in the allotment letters *viz.* to construct a composite office building. Any such grant or license was entirely conditional upon the Petitioner undertaking and completing the construction. A license that is contingent upon the fulfilment of a condition cannot be deemed irrevocable when the licensee has failed to perform the very condition on which it was granted.



143. It is also notable that Clause I of the Memorandum of Agreement dated 22.01.1981 expressly contemplated that the sum of Rs. 4,56,900/- paid by the petitioner was to be treated solely as security in favour of the respondent for the performance of the Petitioner's obligations, namely, the construction of a composite building. This payment cannot, in any manner, be construed as conferring ownership, leasehold, or irrevocable rights upon the Petitioner.

144. Further, the Petitioner was under an implicit obligation to demolish the pre-existing structure as part of its primary covenant to construct the composite office building. The payment made by the Petitioner was not intended to confer any rights in the existing building but was merely consideration for the allotment and the conditional license to construct the composite office building.

145. To conflate payment of license consideration with "transfer of property", is nothing but a blatant attempt by the petitioner to usurp rights over a prime public property.

146. It is also elementary and follows from a bare perusal of Section 60(a) of the Indian Easements Act, 1882¹, that the purport of the said provision is to afford protection to a licensee only in the event of the licensed property being transferred to the licensee, and cannot possibly be invoked to defeat the terms/ conditions of the license itself. In the present case, the allotment/ license was only for the purpose of constructing a composite office building on the same land where there is a pre-existing structure, and not for any

¹**60. License when revocable.** —A license may be revoked by the grantor, unless-

(a) it is coupled with a transfer of property and such transfer is in force;

(b) the licensee, acting upon the license, has executed a work of a permanent character and incurred expenses in the execution.



other purpose. This is the very condition on which the license is predicated. Asserting a perpetual right in respect of the pre-existing structure, is nothing but a blatant attempt to avoid/ resile out of the fundamental condition and stated purpose of allotment.

147. As such, it is wholly untenable for the Petitioner to claim any irrevocable rights in the pre-existing structure, and on that basis, invoke Section 60(a) of the Indian Easements Act, 1882.

148. Similarly, the petitioner's reliance on Section 60(b) of the Indian Easements Act, 1882, is equally misconceived. This contention is premised on the assertion that, after execution of the Memorandum of Agreement dated 22.01.1981, the Petitioner constructed a boundary wall of permanent character (which was not even a requirement under any of the licenses/ allotment letters), which has stood for over 45 years, and that the payment made for the pre-existing superstructure, also of a permanent nature, attracts the said provision. Such an argument is legally untenable, as neither the construction of ancillary structures nor payment for the pre-existing building can confer rights beyond the limited and conditional license expressly granted.

149. The legal position is well settled that Section 60(b) of the Indian Easements Act, 1882, cannot apply where the license is expressly conditional, performance-bound, and contractually revocable. This principle has been consistently recognized by the courts. In **Ram Sarup Gupta v. Bishun Narain Inter College & Ors.** (1987) 2 SCC 555, the Supreme Court reiterated this position by holding as below:

“9. Licence as defined by Section 52 of the Act means grant of permission, by a person to the other, a right to do or continue to do, in or upon, the immovable property of the grantor, something which would, in



*the absence of such right, be unlawful. Such right does not amount to an easement or any interest in the property. The rights so conferred is licence. The grant of licence may be express or implied which can be inferred from the conduct of the grantor. Section 60 provides that a licence may be revoked by the grantor unless: (a) it is coupled with a transfer of property and such transfer is in force; (b) the licensee, acting upon the licence, has executed a work of permanent character and incurred expenses in the execution. Revocation of licence may be express or implied. Section 62 enumerates circumstances on the existence of which the licence is deemed to be revoked. One of such conditions contemplates that where licence is granted for a specific purpose and the purpose is attained, or abandoned, or if it becomes impracticable, the licence shall be deemed to be revoked. Sections 63 and 64 deal with licensee's right on revocation of the licence to have a reasonable time to leave the property and remove the goods which he may have placed on the property and the licensee is further entitled to compensation if the licence was granted for consideration and the licence was terminated without any fault of his own. These provisions indicate that a licence is revocable at the will of the grantor and the revocation may be expressed or implied. Section 60 enumerates the conditions under which a licence is irrevocable. Firstly, the licence is irrevocable if it is coupled with transfer of property and such right is enforced and secondly, if the licensee acting upon the licence executes work of permanent character and incurs expenses in execution. Section 60 is not exhaustive. There may be a case where the grantor of the licence may enter into agreement with the licensee making the licence irrevocable, even though, neither of the two clauses as specified under Section 60 are fulfilled. Similarly, even if the two clauses of Section 60 are fulfilled to render the licence irrevocable yet it may not be so if the parties agree to the contrary. In Muhammad Ziaul Haque v. Standard Vacuum Oil Co. [55 CWN 232] the Calcutta High Court held that where a licence is prima facie irrevocable either because it is coupled with a grant or interest or because the licensee erected the work of permanent nature there is nothing to prevent the parties from agreeing expressly or by necessary implication that licence nevertheless shall be revocable. On the same reasoning there is nothing to prevent the parties agreeing expressly or impliedly that the licence which may not prima facie fall within either of the two categories of licence (as contemplated by Section 60) should nevertheless be irrevocable. The same view was taken by Das, J. (as he then was) in *Dominion of India v. Sohan Lal* [AIR 1955 EP 40]. Bombay High Court has also taken the same view in *M.F. De Souza v. Childrens Education Uplift Society* [AIR 1959 Bom 533 : 61 Bom LR 750 : ILR 1959 Bom 1127]. The parties may agree expressly or impliedly that a licence which is prima facie revocable not falling within either of the two categories of licence as contemplated by Section 60 of the Act shall be*



irrevocable. Such agreement may be in writing or otherwise and its terms or conditions may be express or implied. A licence may be oral also in that case, terms, conditions and the nature of the licence, can be gathered from the purpose for which the licence is granted coupled with the conduct of the parties and the circumstances which may have led to the grant of the licence.”

150. Likewise, in ***Skylines Advertising Pvt. Ltd. v. National Airport Authority***, 2005 SCC OnLine Kar 267, the Court held as under:

“42. By reading above two decisions it is very clear even if conditions of Sec. 60(b) of the Act are established still by agreement between the parties the licence could be contrary to Sec. 60(b) i.e., revocable.

43. In the present case, in the absence of terms and conditions conferring the rights on the respondent licensor authority to determine the lease with or without reasons, the terms of licence would indicate both the parties have understood and agreed that in spite of construction of permanent welcome arch at the expenses of the appellants herein still the licence is revocable. Therefore Sec. 60(b) is not sacrosanct. The harmonious reading of the entire document refers to nature of the licence wherein it provides the consequences on the expiration of lease and so also how and when termination or determination of licence can occur”

151. In ***Skylines Advertising Pvt. Ltd.*** (supra), it has been held that Section 60(b) of the Indian Easements Act, 1882 is not sacrosanct and that even where a licensee has erected a structure of a permanent character, the license would still remain revocable if the terms of the license indicate that the parties intended it to be so. The Court emphasized that a harmonious reading of the license document must guide the determination of its true nature, including the consequences of its expiration and the manner of its termination. Applying the aforesaid principle to the present case, the license granted in favour of the petitioner was expressly conditional and performance-bound, the central obligation being the construction of a composite office building. Moreover, Clause XXXII of the Rectification Deed provided situations in which a license could be revoked. The Petitioner



admittedly failed to undertake the said construction. In such circumstances, the Petitioner cannot invoke Section 60(b) to contend that the license had become irrevocable.

152. It is also well settled that for a license to become irrevocable under Section 60(b) of the Indian Easements Act, 1882, the licensee must have executed a work of permanent character “acting upon the license”. The execution of permanent work acting upon the license is *sine qua non* for the invocation of Section 60 (b) of the Indian Easements Act, 1882. However, in the present matter, no such work was ever undertaken by the Petitioner in accordance with the terms of the license, and therefore, Section 60(b) has no application in the present case.

153. In ***Shankar Gopinath Apte v. Gangabai Hariharrao Patwardhan***, (1976) 4 SCC 112, the Supreme Court has observed as follows:

“14. Only one more thing need be stated: even assuming that the appellant has executed work of a permanent character on the land it cannot be said that he has done so “acting upon the licence”, as required by Section 60(b) of the Easements Act. If he really improved the land by executing a work of a permanent character, he did so in the belief that being a tenant he will become a statutory purchaser of the land, or that the oral agreement of sale will one fine day be implemented. The execution of work would therefore be in his capacity as a tenant or a prospective purchaser and not in his capacity as a licensee”

154. In ***Bhaurao v. Geeta Bai***, 2013 SCC OnLine Bom 628, it has been observed as follows:

“11. The question as to whether the licence granted was irrevocable in terms of section 60(b) of the Indian Easements Act, is essentially a question of fact, which is required to be pleaded and proved. The burden is upon the person, who claims the benefit of section 60(b) of the said Act to establish the three things - (i) that he has executed the work of a permanent character, (ii) that he did so acting upon the licence, and (iii) that he has incurred the expenses in doing so. Merely because there is a



work of permanent character executed by incurring expenses, would not by itself be enough to establish that the licence was irrevocable, but a third condition that it was so done by acting upon the licence, is also required to be established. The terms and conditions may be express or implied or even oral, which can be gathered from the nature and purpose for which the licence is granted. The conduct of the parties and the circumstances may also be the relevant factors to establish the facts. If the construction is carried out and the expenses are incurred without knowledge and consent of the licensor or behind his back, then the benefit under section 60(b) of the Indian Easements Act would not be available to the licensee, as he would be failing to establish that he has “acted upon the licence”.”

155. In **Sirajul Hoque Choudhury v. Harish Ali**, (1991) 1 Gau LR 315, it has been observed as follows:

“8. Clause (b) of section 60 of the Easements Act provides:

“60. A licence may be revoked by the grantor, unless—

(a)

(b) the licensee, acting upon the licence, has executed a work of a permanent character and incurred expenses in the execution.”

9. Clause (b) is thus an exception to the power of the grantor to revoke a licence. Under this clause a licence is irrevocable if, acting upon a licence work of a permanent nature has been executed and expenses incurred in its execution by the licensee. From a plain, reading of this provision, it is clear that to render a licence irrevocable execution of work of permanent nature itself is not enough. What is further required to be proved is that such construction had been raised acting upon the licence. “Acting upon the licence” means acting upon the right given by the grantor. Whether the licensee acted upon a licence by executing the work of permanent nature and whether he incurred expenses in execution of such work or not are essentially questions of fact. The onus to prove the same lies upon the licensee who relies upon the provision of section 60 of the Easements Act and claims that the licence is irrevocable. It is a defence available to the licensee against revocation of the licence by the grantor. If the licensee wants to take such defence he has to raise it specifically. It has to be specifically pleaded and proved in the absence of any pleading, issue and evidence, defence based on section 60 of the Easements Act will not be available to a licensee. Such a plea cannot be raised for the first time in course of arguments before the first appellate court.”



156. In ***Mohm. Jamsed v. Sk. Altaf @ Altaf***, 2015 SCC OnLine Ori 572, it has been held as follows:

“14. For availing the protection by invoking the provision of clause (b) of section 60, it must be shown that the exception of a work of permanent nature had been done by the licensee acting upon the licence. The work must be of a permanent character and the licensee must have incurred expenses in the execution. The expression acting upon the licence is of great significance in deciding the question of irrevocability of a licence under section 60(b) of the Act. This Rule of irrevocability is, in fact, based on the principle of an implied grant arising from the conduct of the licensor which estopps him from claiming his right of revocation.”

157. Thus, the legal position is well settled to the effect that the burden is upon the person who claims the benefit of Section 60(b) of the Indian Easements Act, 1882 to establish the following:

- (i) that the licensee has executed work of a permanent character;
- (ii) that the licensee did so acting upon the license; and
- (iii) that the licensee has incurred the expense in doing so.

158. Merely establishing that a work of permanent character was executed and that expenses were incurred for the same would not, by itself, suffice to render a license irrevocable. It must further be demonstrated that such work was executed “*acting upon the license*”. The existence of this element is essential for invoking Section 60(b) of the Indian Easements Act, 1882.

159. It is also a matter of record, as is evident from a perusal of the various allotment letters, that the only permanent work contemplated within the scope of the license was the construction of a composite office building. Any other work that may have been undertaken by the Petitioner would clearly fall outside the ambit of the license and cannot be relied upon to invoke the protection of Section 60(b) of the Indian Easements Act, 1882. In particular, the construction of a boundary wall cannot be regarded as a work



executed “acting upon the license”, which is an essential requirement for invoking the said provision. The Section 60(b) of the Indian Easements Act, 1882 is designed to protect a licensee who, acting upon the license, has materially and significantly altered the land or made substantial construction such that revocation would cause irreversible prejudice. It is wholly untenable to invoke construction of a minor and incidental feature – a boundary wall (if at all constructed) as the juridical basis to secure ‘irrevocability’. The purpose of Section 60 of the said Act is not to enable a licensee who has conspicuously failed in every material obligation, to cling to valuable public property through such artifice.

160. It is also relevant to take note of the serious allegations leveled against the Petitioner to the effect that extensive construction was carried out in respect of the pre-existing structure, thereby materially altering the nature of the property, while no steps whatsoever were taken towards fulfilling its primary obligation of constructing a composite office building.

161. Clearly, the execution of such unauthorized work cannot, by any stretch of imagination, be relied upon by the Petitioner to invoke or claim the benefit of Section 60(b) of the Indian Easements Act, 1882.

162. To conclude, Section 60(b) of the said Act cannot be invoked to reward a defaulting licensee, nor to enable a licensee to undertake token or unauthorized constructions and thereafter assert permanent rights over public land or property on that basis. This, in essence, is precisely what the Petitioner seeks to do in the present case. Such a contention cannot be countenanced in law.

The Impugned Cancellation Letter dated 29.03.2023 is factually and legally justified



163. In the aforesaid circumstances, no fault whatsoever can be found with the cancellation letter dated 29.03.2023, and the reasons for the same are summarized as under :

- (i) The rights granted to the Petitioner under the various allotment letters, are akin to a “bare licensee”. In the very nature of things, the Petitioner’s licence is terminable, especially when the very purpose for which it was granted has remained wholly unfulfilled for more than 45 years.
- (ii) The factual matrix reveals a consistent history of continuing lapses on the part of the Petitioner. The Petitioner has, in effect, squatted on valuable public land for more than 45 years, despite its inability to perform its obligations.
- (iii) The Petitioner has been afforded unusual and excessive latitude, for far too long, despite its continuing default and non-performance, with successive allotment letters being issued from time to time notwithstanding its persistent failure to fulfil the obligations cast upon it.
- (iv) The attempt on the part of the Petitioner to shift the blame for its non-performance onto other entities such as CPWD and NBCC is a disingenuous afterthought that does not withstand scrutiny. In any event, as already noticed, the delay from 1979 to 1999 (a period of nearly two decades) predates any involvement of CPWD or NBCC whatsoever. It is therefore wholly untenable for the Petitioner to attribute its default, spanning over more than 45 years, to alleged



coordination issues with agencies whose involvement was not even contemplated during the first two decades of its possession.

(v) The impugned cancellation letter was preceded by correspondence where the petitioner candidly expressed its inability to fulfil the fundamental purpose of the allotment/s. These were not specifically brought to the attention of this Court when the writ petition was first taken up for hearing on 27.04.2023. In fact, the matter is clinched by the Petitioner's own admissions contained in its communications dated 18.05.2022 and 08.08.2022, whereby it expressly conveyed its inability to participate in the construction of the composite building and called upon the Press Council of India to proceed with the project independently, without the involvement of the Petitioner. The submissions made by the present management of the Petitioner, post-CIRP, to the effect that it is now willing and able to raise funds for construction cannot retroactively cure or excuse more than 45 years of persistent non-performance.

(vi) The cancellation order rightly takes into account the fact that the Petitioner has miserably failed to construct the building and that there has been prolonged and unexplained inaction on the part of the petitioner. Even after 1999, when the role of CPWD/NBCC in the construction process came to be envisaged, the Petitioner failed to take any proactive steps to advance the project. Instead, as rightly noted in the cancellation letter, the petitioner appeared to be far more proactive in seeking permission for commercial utilization of the existing built-up structure and for sub-letting, even though no



construction of the composite building had been undertaken or initiated in terms of the allotment.

164. In the circumstances, this Court is unable to accept the contentions advanced by the Petitioner, which are, in effect, designed to legitimize the continued and subsisting occupation of prime land despite the petitioner's persistent failure to fulfil the obligations attached to the allotment. Indeed, the facts of the present case reveal a situation where valuable public land has effectively been held hostage by a licensee who has failed to perform its obligations for decades. Such conduct strikes at the very foundation of the allotment framework governing public land. The cancellation of the allotment was, therefore, fully justified and legally inevitable.

165. It must also be emphasized that a licence over public property is not a bounty or largesse to be enjoyed at the will of the licensee. Such permission is granted for a specific public purpose and is inherently conditional upon the performance of the obligations undertaken by the licensee. Once the licensee fails to discharge those obligations, it cannot claim any equitable or legal entitlement to remain in possession. Public land cannot be allowed to be held hostage by a defaulting licensee who has failed to fulfil the very object for which the licence was granted.

166. This Court is also constrained to observe that the L&DO ought to have acted with alacrity once the stipulated period of two years for construction, as contemplated under the allotment letter dated 14.12.1979, had elapsed without any construction whatsoever being undertaken. Instead, revised allotment letters came to be issued from time to time, which enabled the petitioner to continue its occupation of valuable public land despite persistent non-performance.



167. The pleas sought to be raised by the Petitioner in its application seeking amendment of the writ petition, (belatedly filed after final arguments in the matter had already commenced), are *ex-facie*, misconceived. As already elaborated hereinabove, it is wholly untenable for the petitioner to rely upon Section 60(a) and 60(b) of the Indian Easements Act, 1882 (as sought to be done in the amended writ petition) to contend that the construction of a boundary wall or payment for a depreciated structure, have somehow converted a conditional license into an irrevocable right over prime public land. Also, as noticed hereinabove, reliance sought to be placed in the amended writ petition on the Memorandum of Agreement dated 22.01.1981 read with Rectification Deed dated 25.02.1981, rather than advancing the case of the petitioner, repels the same.

168. In the circumstances, this Court finds no merit whatsoever in the present petition, and the same is, accordingly, dismissed.

169. All interim orders stand vacated.

170. The concerned official/s of the respondent/s are directed to immediately take possession of the land/property in question and ensure that the same is utilized in accordance with law.

171. It is made clear that this Court has not commented or pronounced upon the rights of the PCI in the property/land in question. It shall be for the official respondents to take further appropriate steps, keeping in mind the imperative necessity to ensure proper and efficient utilization of the land/property in question.

172. The L&DO/Ministry of Urban Development is also directed to ensure that conditional allotments of public land are enforced with due diligence, promptitude, and institutional rigor, so that any breach or non-adherence to



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the conditions of licence does not remain unattended for inordinately long periods. Public authorities entrusted with the management of valuable public assets must remain vigilant to ensure that such land is utilized strictly in accordance with the purpose for which it is allotted and that deviations are addressed in a timely manner.

173. The present petition stands dismissed in the above terms. All pending applications stand disposed of.

SACHIN DATTA, J

MARCH 20, 2026

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