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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 11<sup>th</sup> July, 2025**+ W.P.(C) 9685/2025, CM APPL. 40654/2025 & CM APPL.  
40655/2025**BRIJ BHUSHAN AIRY**

.....Petitioner

Through: Mr. Anshuman, Mr. Rohan Mandal,  
Mr. Mohit and Mr. Piyush Ahluwalia,  
Adsv.

versus

**DELHI CANTONMENT BOARD**

.....Respondent

Through: Mr. Tarveen Singh Nanda and Mr.  
Ankur Mishra, Advs.**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J (ORAL)**

1. The present writ petition has been filed for quashing the impugned Notice dated 10<sup>th</sup> June, 2025, issued by the respondent, i.e., Delhi Cantonment Board to the petitioner.
2. There is a further prayer for directions to respondent to consider the representation dated 16<sup>th</sup> June, 2025, by giving personal hearing to the petitioner, whereby, the petitioner has expressed his willingness for the renewal or execution of fresh lease on mutually agreeable terms.
3. Learned counsel for the petitioner submits that the petitioner is the lawful occupier of the shop bearing no. O-2, admeasuring 12.41 sq. meters,



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*situated at Kalpatru Commercial Complex, Survey No. 49/13, Sadar Bazar, Delhi Cantt - 110010.*

4. It is submitted that Mr. Kamal Kishore Singhal entered into a Lease Agreement dated 13<sup>th</sup> July, 1995, with the respondent-Delhi Cantonment Board, through which leasehold rights in respect of the said unit were granted to him for an initial period of ten years, with an option for renewing of lease available to the lessee for a total period of thirty years.

5. Subsequently, Mr. Kamal Kishore Singhal, applied to the respondent - Delhi Cantonment Board for transferring the leasehold rights to Shri Brij Bhusan Airy, i.e., the petitioner herein, *vide* application dated 06<sup>th</sup> October, 2005. The approval for the same was granted by the respondent on 24<sup>th</sup> January, 2006, subsequent to which, Said Mr. Kamal Kishore Singhal transferred his leasehold rights to the petitioner herein by virtue of a Lease Deed dated 07<sup>th</sup> April, 2006.

6. It is submitted that the petitioner is aggrieved by the Notice dated 10<sup>th</sup> June, 2025, issued by the respondent, whereby, a demand of Rs. 10,72,258/- has been raised towards alleged outstanding rent in respect of said unit.

7. It is further submitted that the said Notice directs the petitioner to vacate and handover possession of the commercial unit by 12<sup>th</sup> July, 2025, on the ground of expiry of the lease.

8. It is submitted that in terms of Clause 4 of the lease deed, there was no obligation to pay rent, as an amount of Rs. 2,28,000/- was deposited by the lessee, in view thereof. It is further submitted that the original lease deed dated 13<sup>th</sup> July, 1995, between respondent-Delhi Cantonment Board and Mr. Kamal Kishore Singhal, and subsequent lease deed dated 07<sup>th</sup> April, 2006



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with the petitioner, do not contain any provision for charging interest on unpaid rent. Thus, it is submitted that any interest amount included in the outstanding dues, is without any contractual or legal basis, hence, the same is not payable.

9. Learned counsel for the petitioner submits that no previous notice has been received by the petitioner for payment of any rent/lease amount, except the Notice dated 10<sup>th</sup> June, 2025. Thus, the present writ petition has been filed.

10. *Per contra*, learned counsel for respondent-Delhi Cantonment Board, on advance notice, draws the attention of this Court to the Lease Deed dated 07<sup>th</sup> August, 2006 between the respondent and Shri Brij Bhusan Airy, and in particular, relies upon Clause 2 and 3.

11. By referring upon the aforesaid terms of the Lease Agreement dated 07<sup>th</sup> August, 2006, learned counsel for the respondent submits that the terms of the Lease Agreement cannot be beyond thirty years. Thus, he submits that since the period of Lease Agreement is expiring on 12<sup>th</sup> July, 2025, the petitioner is bound to vacate the unit in question.

12. At this stage, learned counsel for the petitioner submits that the petitioner has given a representation dated 16<sup>th</sup> June, 2025, wherein, the petitioner has given his willingness to renew the lease on fresh terms.

13. However, the said submission is vehemently opposed by learned counsel for the respondent.

14. Having heard learned counsels for the parties, this Court notes the terms of the Lease Agreement dated 13<sup>th</sup> July, 1995, wherein, it is categorically stated that the total period of lease will not exceed thirty years.



The relevant Clauses from the Lease Agreement, read as under:

“xxx xxx xxx

2. *That the lease shall commence with effect from 13.7.1995, extendable by a further period of ten years at the option of the lessee and for a still further period ten years are the option of both the Board and the lessee. In no case, the total period of lease will exceed thirty years.*

3. *For extension of lease beyond twenty years, the consent of both the Board and the lessee would be necessary. In case, both the parties agree, they may agree to extend the lease for a period not exceeding ten years on such terms and conditions and such rent as may be worked out mutually between them. As stated earlier, the aggregate period of lease will no exceed thirty years.*

xxx xxx xxx”

(Emphasis Supplied)

15. Thus, no directions can be made by this Court for continuation of the petitioner in the premises in question, beyond the terms of lease deed. However, it is directed that the petitioner shall not be evicted from the premises in question, without following the due procedure and process of law.

16. It is to be noted that in a similar matter, i.e., W.P.(C) 9688/2025, titled as “*Davinder Singh Versus Delhi Cantonment Board*”, this Court has already directed that the representation of the petitioner therein, be considered by the respondent, as per its policy.

17. Therefore, in parity with the said order passed in W.P.(C) 9688/2025, this Court directs that the representation of the petitioner dated 18<sup>th</sup> June, 2025, be considered by the respondent, as per its policy.

18. It is further directed that upon the expiry of the Lease Agreement of the petitioner, any action that shall be taken by the respondent for getting the



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premises vacated, shall be taken, expeditiously, in accordance with law and after following the due procedure.

19. It is clarified that this Court has not expressed any opinion either on the right or locus of the petitioner or on the merits of the case of the petitioner.

20. It is further clarified that merely because there are directions by this Court to consider the representation of the petitioner, the same shall not be an impediment with the respondent to issue any notice under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (“PP Act”), after expiry of the lease of the petitioner.

21. Additionally, it is clarified that any proceedings to be initiated by the respondent under the PP Act, shall be independent/separate from the issue with respect to considering the representation of the petitioner.

22. Needless to state, rights and contentions of the parties are left open, to be adjudicated in appropriate proceedings.

23. With the aforesaid directions, the present writ petition, along with pending applications, is disposed of.

**MINI PUSHKARNA, J**

**JULY 11, 2025/KR**