



2025:DHC:5545



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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) 9688/2025 & CM APPL. 40657/2025, CM APPL.  
40658/2025

DAVINDER SINGH

.....Petitioner

Through: Mr. Sanjoy Ghose, Sr. Adv. with Mr.  
Anshuman, Mr. Rohan Mandal, Mr.  
Mohit, Mr. Piyush Ahluwalia,  
Advocates

(M:9818571429)

Email:advocateanshuman1458@gmail.com

versus

DELHI CANTONMENT BOARD

.....Respondent

Through: Mr. Anurag Ahluwalia, Sr. Adv. with  
Mr. Tarveen Singh Nanda, Mr. Ankur  
Mishra, Advocates  
(M:9899703768)**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J (ORAL):**

1. The present writ petition has been filed seeking directions for quashing the impugned Notice dated 10<sup>th</sup> June, 2025, issued to the petitioner by the respondent, i.e., Delhi Cantonment Board.
2. There is a further prayer for directions to the respondent to consider the representation dated 24<sup>th</sup> June, 2025 by giving a 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 Senior Counsel for the petitioner submits that the petitioner is



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the lawful occupier of shop bearing unit no. *S-12, admeasuring 12.05 sq. meters situated at Kalpatru Commercial Complex, Survey No. 49/13, Sadar Bazar, Delhi Cantt.*

4. It is submitted that the original lease of the aforesaid property was in favour of one Smt. Meera Bai, who had entered into a Lease Agreement dated 05<sup>th</sup> July, 1995, with the respondent-Delhi Cantonment Board.

5. Subsequently, the petitioner herein acquired the leasehold rights in respect of the said unit from Smt. Meera Bai and accordingly a fresh Lease Deed dated 04<sup>th</sup> August, 2005, was executed between the petitioner herein and the respondent-Delhi Cantonment Board, whereby, the leasehold rights in respect of the said unit were granted to the petitioner.

6. Learned Senior Counsel for the petitioner submits that the petitioner is aggrieved by the Notice dated 10<sup>th</sup> June, 2025 issued by the respondent-Delhi Cantonment Board, whereby, a demand of Rs. 14,67,300/- has been raised towards alleged outstanding rent in respect of the said unit.

7. It is submitted that the said Notice further directs the petitioner to vacate and hand over possession of the commercial unit by 04<sup>th</sup> July, 2025, on the ground that the aggregate period of thirty years of the lease expires on the said date.

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. 3,12,000/-, was deposited by the lessee in lieu thereof.

9. It is submitted that neither the original Lease Deed executed on 05<sup>th</sup> July, 1995 between respondent-Delhi Cantonment Board and Smt. Meera Bai, nor the subsequent Lease Deed dated 04<sup>th</sup> August, 2005 between the respondent-Delhi Cantonment Board and the petitioner, contains any



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

10. Learned Senior Counsel for the petitioner submits that no prior demand notices have been served upon the petitioner during the subsistence of the lease term. In the absence of any timely demand notice, any unilateral accumulation of the alleged dues after a significant delay is arbitrary, and such claim shall be barred by the principle of limitation. Thus, the present writ petition has been filed.

11. Learned Senior Counsel for the petitioner submits that pursuant to the receipt of the Notice, *vide* reply dated 24<sup>th</sup> June, 2025, the petitioner has already expressed his willingness to renew the license on any fair, equitable terms, which are agreeable between the parties.

12. Learned Senior Counsel for the petitioner further submits that the eviction proceedings initiated by the respondent-Delhi Cantonment Board is separate, and independent of the proceedings that would be initiated by the respondent for recovery of the rent under Section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (“PP Act”).

13. Responding to the aforesaid submission, learned Senior Counsel for the respondent-Delhi Cantonment Board draws the attention of this Court to the *Annexure-P3* attached with the present petition, i.e., Notice dated 07<sup>th</sup> July, 2025, issued under Section 4 of the PP Act.

14. He submits that, as of now, only a Notice under Section 4 of the PP Act for eviction has been issued. Additionally, the provisions for recovery of rent are contained in Section 7 of the PP Act, *qua* which a notice is yet to be issued by the respondent. Thus, he submits that as regards the dues which



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are payable, no recovery action, as such, has been initiated by the respondent.

15. Learned Senior Counsel for the respondent further draws the attention of this Court to the Lease Deed dated 04<sup>th</sup> August, 2005, between the parties to submit that the lease was only for a total period of thirty years, and the said period of lease cannot exceed thirty years.

16. Learned Senior Counsel for the respondent further submits that in view of the fact that the period of lease of thirty years has already lapsed in terms of Lease Agreement, Notice dated 10<sup>th</sup> June, 2025, was rightly issued.

17. He draws the attention of this Court to the Notice dated 10<sup>th</sup> June, 2025, wherein, it is clearly stated that the period of thirty years would expire on 04<sup>th</sup> July, 2025, after which, the petitioner has been directed to vacate and handover the commercial unit. The said Notice dated 10<sup>th</sup> June, 2025 is extracted as below:



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दिल्ली छावनी परिषद  
सुषमा स्वराज मार्ग  
सदर बाजार  
दिल्ली छावनी - 110010

Delhi Cantonment Board  
Sushma Swaraj Marg  
Sadar Bazar  
Delhi Cantt - 110010



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No. DCB/4/RS/DS/Notice/Kalpataru/2025

Date 10 June, 2025

To,

Sh. Davinder Singh S/o Nirmal Singh  
Unit No. S-12, Kalpataru Commercial Complex  
Sadar Bazar, Delhi Cantt. 110010

Sub : Notice

Reference: Lease Deed dated 05.07.1995 executed between Delhi Cantonment Board and Smt. Meera Bai W/o Topan Dass Kukreja.

2. Vide above referred lease deed dated 05.07.1995, lease rights in respect of shop No. S-12, measuring 12.05 sq. meters in 'Kalpataru Commercial Complex', Sy. No. 49/13, Sadar Bazar, Delhi Cantt. 110010 (hereinafter referred to as, 'the commercial unit') was transferred to Sh. Davinder Singh S/o Nirmal Singh on certain terms and conditions as stipulated in the lease deed for a period of 10 years extendable to a maximum period of 30 years. The said lease deed was registered on 05.07.1995.

3. Thereafter, Smt. Meera Bai W/o Topan Dass Kukreja vide application dated 28.02.2005 applied to the Board for transferring the lease in favour of Sh. Davinder Singh S/o Nirmal Singh. Accordingly, after approval, the lease rights in respect of the commercial unit were transferred to Sh. Davinder Singh S/o Nirmal Singh vide lease dated 04.08.2005 wherein it was inter alia stipulated that the indenture would be effective from 05.07.1995 i.e. the date of registration of the principal lease deed and it was clarified that in no scenario the aggregate period of lease would exceed 30 years. The aggregate period of 30 years is going to expire on 04.07.2025.

4. In view of the above, you are directed to vacate and handover the commercial unit on 04.07.2025 to this office failing which necessary action under law would be initiated.

5. It is also seen that there is an outstanding amount of Rs.14,67,300/- (Rupees fourteen lac sixty seven thousand & three hundred only) on account of rent in respect of the commercial unit which has not been cleared by you. Therefore, you are also directed to deposit the said amount immediately, failing which necessary action under law would be initiated for the recovery of such amount. The details of the outstanding amount is provided in the Annexure A appended to this notice.

Chief Executive Officer  
Delhi Cantonment Board

18. He further submits that the present writ petition is pre-mature, since a Notice dated 07<sup>th</sup> July, 2025 under Section 4 of the PP Act has already been issued to the petitioner, and the petitioner has been directed to appear on 22<sup>nd</sup> July, 2025 before the Estate Officer, Delhi Cantonment Board for a personal hearing.



19. He, thus, submits that any action for eviction of the petitioner, shall be taken only, in accordance with law.

20. Learned Senior Counsel for the respondent further submits that the respondent is bound by its policy, and that the legality of the policy of the respondent is not in question, wherein, it is categorically stated that the lease cannot be extended, beyond thirty years.

21. In rejoinder, learned Senior Counsel for the petitioner submits that the petitioner is not praying for extension of the lease in the present petition. However, the petitioner has made a representation before the respondent that, the case of the petitioner for a fresh lease on fresh terms, may be considered. Therefore, he submits that the petitioner is not challenging the policy of the respondent with regard to thirty years period, as such.

22. Learned Senior Counsel for the petitioner further relies upon the order dated 03<sup>rd</sup> March, 2021 passed by this Court in *W.P.(C) 2043/2021*, titled as *M/s The Pharmacy a Unit of M/s South Delhi Distributors Versus The Estate Officer & Ors.*, to submit that, in similar circumstances, Court has allowed possession of the shop till the finalization of the tenders.

23. However, responding to the aforesaid, learned Senior Counsel for the respondent makes a categorical statement, on instructions, that as of now, there is no proposal for auction by the respondent.

24. Learned Senior Counsel for the respondent has further relied upon the judgment dated 03<sup>rd</sup> February, 2022, passed by Madras High Court in *W.P. No. 27970/2021*, titled as “*R. Saraswathi Versus The District Collector*”, to submit that no representation can be directed to be considered, when there is no policy in that regard.

25. Having heard learned counsels for the parties, this Court notes the



terms of the Lease Deed dated 04<sup>th</sup> August, 2005, 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 05.7.1995, 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 not exceed thirty years.****

xxx xxx xxx”

(Emphasis Supplied)

26. 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, which has already been accepted by the petitioner.

27. This Court further notes that an Eviction Notice under Section 4 of the PP Act has already been issued and the petitioner is required to appear before the Estate Officer on 22<sup>nd</sup> July, 2025.

28. This Court further notes the submission made by learned Senior Counsel for the respondent that the petitioner shall not be evicted, without following the due process of law.

29. Accordingly, the respondent is held bound by the said statement and it is directed that the petitioner shall not be evicted from the premises in question, without following the due procedure and process of law.

30. Though learned Senior Counsel for the respondent has made a categorical submission that there is no proposal by the respondent for any



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fresh auction of the premises in question, however, considering the submissions made by learned Senior Counsel for the petitioner that the petitioner's representation with regard to a fresh lease, on fresh terms, has already been submitted to the respondent, this Court sees no impediment in directing the respondent to consider the representation of the petitioner in that regard.

31. Thus, the representation of the petitioner shall be decided by the respondent, in accordance with its policy.

32. It is further clarified that since, in the present case, Notice dated 07<sup>th</sup> July, 2025 under Section 4 of the PP Act has already been issued, the representation of the petitioner shall be considered independent of the said proceedings.

33. It is clarified that the fact that the representation of the petitioner is being considered by respondent, would not have any bearing on the proceedings under Section 4 of the PP Act.

34. It is further clarified that this Court has not expressed any opinion on the merits of the case.

35. Needless to state that rights and contentions of both the parties are left open, to be raised in appropriate proceedings.

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

**MINI PUSHKARNA, J**

**JULY 11, 2025**

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