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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 14th July, 2025**

+ W.P.(C) 9727/2025 & CM APPL. 40746/2025, CM APPL. 40747/2025

SH. VINEET AIRY & ANR.

.....Petitioners

Through: Mr. Anshuman, Advocate
(M:9818571429)

versus

DELHI CANTONMENT BOARD

.....Respondent

Through: Mr. Tarveen Singh Nanda, Mr. Ankur
Mishra, Mr. Nitish Dham and Mr.
Gurpreet Singh, Advocates**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 10th June, 2025, issued by the respondent, i.e., Delhi Cantonment Board to the petitioners.
2. There is a further prayer for directions to respondent to consider the representation dated 16th June, 2025 of the petitioners, by giving personal hearing to the petitioners, whereby, the petitioners have expressed their willingness for the renewal or execution of fresh lease, on mutually agreeable terms.
3. Learned counsel for the petitioners submits that the petitioners are the lawful occupier of the shop bearing no. S-3, *admeasuring 13.38 sq. meters situated at Kalpatru Commercial Complex, Survey No. 49/13, Sadar Bazar, Delhi Cantt.*
4. It is submitted that originally, Smt. Sushma Pandey entered into a Lease Agreement dated 26th June, 1995, with the respondent-Delhi



Cantonment Board, through which leasehold rights in respect of the said unit were granted to her for an initial period of ten years, with an option for renewing, available to the lessee for a total period of upto thirty years.

5. Subsequently, petitioners herein acquired the leasehold rights in respect of the said unit from Smt. Sushma Pandey and accordingly a fresh Lease Deed dated 19th February, 1999, was executed between the petitioners herein and the respondent-Delhi Cantonment Board, whereby, leasehold rights in respect of the said unit were granted to the petitioners.

6. It is submitted that the petitioners are aggrieved by the Notice dated 10th June, 2025, issued by the respondent, whereby, a demand of Rs. 12,95,077/- has been raised towards alleged outstanding rent in respect of said unit.

7. It is further submitted that the said Notice directs the petitioners to vacate and handover possession of the premises by 25th June, 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. 2,76,000/- was deposited by the lessee, in lieu thereof.

9. It is further submitted that the original Lease Deed dated 26th June, 1995, executed between respondent-Delhi Cantonment Board and Smt. Sushma Pandey, and subsequent Lease Deed dated 19th February, 1999 with the petitioners, do not contain any provisions 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.

10. Learned counsel for the petitioners submits that no prior demand



notices have been served upon the petitioners 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 counsel for the petitioners submits that pursuant to the receipt of the Notice, *vide* reply dated 16th June, 2025, the petitioners have already expressed their willingness to renew the license on any fair, equitable terms, which are agreeable between the parties.

12. Learned counsel for the petitioners 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 counsel for the respondent-Delhi Cantonment Board draws the attention of this Court to the *Annexure-P4*, attached with the present petition, i.e., Notice dated 07th 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 are payable, no recovery action, as such, has been initiated by the respondent.




15. Learned counsel for the respondent further draws the attention of this Court to the Lease Deed dated 19th February, 1999, 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 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 10th June, 2025, was rightly issued.

17. He draws the attention of this Court to the Notice dated 10th June, 2025, wherein, it is clearly stated that the period of thirty years would expire on 25th June, 2025, after which, the petitioner has been directed to vacate and handover the commercial unit. The said Notice dated 10th June, 2025 is extracted as below:

 दिल्ली छावनी परिषद सुषमा स्वराज मार्ग सदर बाजार दिल्ली छावनी - 110010	ANNEXURE P 2 Delhi Cantonment Board Sushma Swaraj Marg Sadar Bazar Delhi Cantt - 110010	 Meri LIFE Lifestyle for Environment
☎ 011-25693837, 25695450 ✉ ceodelh-stats@nic.in 🌐 www.delhi.cantt.gov.in		
No. DCB/4/RS/VA & KA/Notice/Kalptaru/2025		Date 10 th June, 2025
To, Sh. Vineet Airy & Smt. Kiran Airy Unit No. S-3, Kalpatru Commercial Complex Sadar Bazar, Delhi Cantt. 110010		
Sub : Notice		
Reference: Lease Deed dated 26.06.1995 executed between Delhi Cantonment Board and Sushma Pandey W/o K.K. Pandey.		
2. Vide above referred lease deed dated 26.06.1995, lease rights in respect of shop No. S-3, measuring 13.38 sq. meters in 'Kalpatru Commercial Complex', Sy. No. 49/13, Sadar Bazar, Delhi Cantt. 110010 (hereinafter referred to as, 'the commercial unit') was transferred to Smt. Sushma Pandey W/o K.K. Pandey 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 27.06.1995.		
3. Thereafter, Smt. Sushma Pandey W/o K. K. Pandey vide application dated 27.08.1998 applied to the Board for transferring the lease in favour of Sh. Vineet Airy & Smt. Kiran Airy. Accordingly, after approval, the lease rights in respect of the commercial unit was transferred to Sh. Vineet Airy & Smt. Kiran Airy vide lease dated 19.02.1999 wherein it was inter alia stipulated that the indenture would be effective from 27.06.1995 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 25.06.2025.		
4. In view of the above, you are directed to vacate and handover the commercial unit on 25.06.2025 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.12,95,077/- (Rupees twelve lac ninety five thousand & seventy seven 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 07th July, 2025 under Section 4 of the PP Act has already been issued to the petitioners, and the petitioners have been directed to appear on 22nd July, 2025 before the Estate Officer, Delhi Cantonment Board for a personal hearing.

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

20. At this stage, learned counsel for the petitioners submits that the petitioners have given a representation dated 16th June, 2025, wherein, the petitioners has given his willingness to renew the lease on fresh terms.

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

22. Having heard learned counsels for the parties, this Court notes the terms of the Lease Agreement dated 19th February, 1999, wherein, it is categorically stated that the total period of lease will not exceed thirty years. The relevant Clauses from the Lease Deed, read as under:

“xxx xxx xxx

2. ***That the lease shall commence with effect from 26.6.1995, extendable by a further period of ten years at the option of the lessee and for a still further period ten years at 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)

23. Thus, no directions can be made by this Court for continuation of the



petitioners in the premises in question, beyond the terms of Lease Deed, which has already been accepted by the petitioners.

24. This Court further notes that an Eviction Notice dated 07th July, 2025 under Section 4 of the PP Act has already been issued and the petitioners are required to appear before the Estate Officer on 22nd July, 2025.

25. This Court further notes the submission made by learned counsel for the respondent that the petitioners shall not be evicted, without following the due process of law.

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

27. 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 petitioners therein, be considered by the respondent, as per its policy.

28. Therefore, in parity with the said order passed in *W.P.(C) 9688/2025*, this Court directs that the representation of the petitioners dated 16th June, 2025, be considered by the respondent, as per its policy.

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

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

31. It is further clarified that this Court has not expressed any opinion on



the merits of the case.

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

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

MINI PUSHKARNA, J

JULY 14, 2025

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