



\$~54

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

% **Date of Decision: 14th July, 2025**

+ W.P.(C) 9771/2025 & CM APPL. 40803/2025, CM APPL. 40804/2025

SH. HUMJEET

.....Petitioner

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 petitioner.
2. There is a further prayer for directions to respondent to consider the representation dated 24th June, 2025 of the petitioner, by giving personal hearing to the petitioner, whereby, the petitioner has expressed their 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-10, admeasuring 11.32 sq. meters situated at Kalpatru Commercial Complex, Survey No. 49/13, Sadar Bazar, Delhi Cantt., Delhi- 110010.*

4. It is submitted that originally Mr. Jitender Kukreja entered into a Lease Agreement dated 05th July, 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, petitioner herein acquired the leasehold rights in respect of the said unit from Mr. Jitender Kukreja and accordingly a fresh Lease Deed dated 04th August, 2005, was executed between the petitioner herein, i.e., Mr. Humjeet Singh and the respondent-Delhi Cantonment Board, whereby, leasehold rights in respect of the said unit were granted to the petitioner.

6. It is submitted that the petitioner is aggrieved by the Notice dated 10th June, 2025, issued by the respondent, whereby, a demand of Rs. 10,01,714/- 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 premises by 04th July, 2025, on the ground of expiry of the lease.

8. It is submitted that in terms of Clause 4 of the Lease Deed dated 04th August, 2005, there was no obligation to pay rent, as an amount of Rs. 2,13,000/- was deposited by the lessee, in lieu thereof.

9. It is further submitted that the original Lease Deed dated 05th July, 1995, executed between respondent-Delhi Cantonment Board and Mr. Jitender Kukreja, and subsequent lease deed dated 04th August, 2005 with



the petitioner, 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 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 counsel for the petitioner submits that pursuant to the receipt of the Notice, *vide* representation dated 24th 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 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 counsel for the respondent-Delhi Cantonment Board draws the attention of this Court to *Annexure-P3*, 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 04th August, 2005, between the respondent and Mr. Humjeet Singh, and in particular relies upon Clause 2 and 3.

16. By referring upon the aforesaid terms of the Lease Deed dated 04th August, 2005, learned counsel for the respondent submits that the terms of the Lease Deed cannot be beyond thirty years. Thus, he submits that since the period of Lease Agreement has expired on 04th July, 2025, the petitioner is bound to vacate the unit in question.

17. 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.

18. 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 04th July, 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	Delhi Cantonment Board Sushma Swaraj Marg Sadar Bazar Delhi Cantt - 110010	
☎ 011-25693837, 25695450 ✉ ceodelh-stats@nic.in 🌐 www.delhi.cantt.gov.in			
No. DCB/4/RS/HS/Notice/Kalptaru/2025		Date : 10 th June, 2025	
To,			
Sh. Humjeet Singh S/o Sh. Nirmal Singh Unit No. O-10, Kalpatru Commercial Complex Sadar Bazar, Delhi Cantt. 110010			
Sub : Notice			
Reference: Lease Deed dated 05.07.1995 executed between Delhi Cantonment Board and Sh. Jitender Kukreja S/o Topan Dass Kukreja.			




2. Vide above referred lease deed dated 05.07.1995, lease rights in respect of shop No. O-10, measuring 11.32 sq. mts in 'Kalpatru Commercial Complex', Sy. No. 49/13, Sadar Bazar, Delhi Cantt. 110010 (hereinafter referred to as, 'the commercial unit') was transferred to Sh. Humjeet Singh S/o Sh. 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, Sh. Jitender Kukreja S/o Topan Dass Kukreja vide application dated 19.10.2004 applied to the Board for transferring the lease in favour of Sh. Humjeet Singh S/o Sh. Nirmal Singh. Accordingly, after approval, the lease rights in respect of the commercial unit were transferred to Sh. Humjeet Singh S/o Sh. Nirmal Singh vide lease dated 04.08.2005 wherein it was inter alia stipulated that the indenture would be effective from 13.07.1995 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.10,01,714/- (rupees ten lac one thousand seven hundred & fourteen 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

19. 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 petitioner, and the petitioner has been directed to appear on 22nd July, 2025 before the Estate Officer, Delhi Cantonment Board for a personal hearing.

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

21. At this stage, learned counsel for the petitioner submits that the petitioner has given a representation dated 24th June, 2025, wherein, the petitioner has given his willingness to renew the lease on fresh terms.

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

23. Having heard learned counsels for the parties, this Court notes the terms of the Lease Deed dated 04th August, 2005, 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 05.7.1995, extendable by a further period of ten years at the option of the lessee and for a still further period of 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 not exceed thirty years.****

xxx xxx xxx”

(Emphasis Supplied)

24. 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.

25. 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 petitioner is required to appear before the Estate Officer on 22nd July, 2025.

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

27. 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.

28. 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.

29. Therefore, in parity with the said order passed in *W.P.(C) 9688/2025*, this Court directs that the representation of the petitioner dated 24th June, 2025 be considered by the respondent, as per its policy.

30. 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 petitioner shall be considered independent of the said proceedings.

31. 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.

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

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

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

MINI PUSHKARNA, J

JULY 14, 2025

au