



2025:DHC:5817



\$~73

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 15<sup>th</sup> July, 2025**+ W.P.(C) 9904/2025, CM APPL. 41303/2025 & CM APPL.  
41304/2025

PARVEEN VERMA

.....Petitioner

Through: Mr. Anshuman and Mr. Piyush  
Ahluwalia, Advs.  
M: 9818571429  
Email:  
advocateanshuman1458@gmail.com

versus

DELHI CANTONMENT BOARD

.....Respondent

Through: Mr. Tarveen Singh Nanda, SC  
M: 9999648869

**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J (ORAL):****W.P.(C) 9904/2025 & CM APPL. 41304/2025**

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 the respondent to consider the representation dated 18<sup>th</sup> June, 2025 of the petitioner, 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



2025:DHC:5817



agreeable terms.

3. Learned counsel for the petitioner submits that the petitioner is the lawful occupier of the shop bearing no. *S-1, admeasuring 15.61 sq. meters situated at Kalpatru Commercial Complex, Survey No. 49/13, Sadar Bazar, Delhi Cantt – 110010.*

4. It is submitted that originally, S.K. Kapoor and Associates entered into a Lease Agreement dated 16<sup>th</sup> June, 1995, with the respondent-Delhi Cantonment Board, through which leasehold rights in respect of the said unit, were granted 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. Thereafter, S.K. Kapoor and Associates transferred their leasehold rights to Sh. Surender Singh *vide* Sale Agreement dated 21<sup>st</sup> February, 2008. The property exchanged further hands and ultimately leasehold rights were transferred to the petitioner by virtue of sale agreement dated 12<sup>th</sup> November, 2013.

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. 14,21,770/- 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 20<sup>th</sup> June, 2025, on the ground of expiry of the lease.

8. It is submitted that in terms of Clause 4 of the original Lease Deed dated 16<sup>th</sup> June, 1995, there was no obligation to pay rent, as an amount of Rs. 3,03,000/- was deposited by the lessee, in lieu thereof.

9. It is further submitted that the original Lease Deed dated 26<sup>th</sup> June, 1995, executed between respondent-Delhi Cantonment Board and Shri S.K.



Kapoor and Associates, does 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.

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* reply dated 18<sup>th</sup> June, 2025, the petitioner has already expressed their 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. *Per contra*, learned counsel for respondent-Delhi Cantonment Board, on advance notice, submits that the petitioner herein is a stranger, and the respondent does not recognize the petitioner.

14. He submits that the respondent had entered into a Lease Agreement with Shri S.K. Kapoor and Associates. Thereafter, the leasehold rights were transferred by S.K. Kapoor and Associates in favour of Sh. Surender Singh, which was approved by the competent authority. Thereafter, a lease deed



2025:DHC:5817



dated 14<sup>th</sup> November, 2000 was executed between the Delhi Cantonment Board and Sh. Surender Singh. It is submitted that the respondent is not aware of any arrangement, which the petitioner has with the registered lessee, or anyone else.

15. He draws the attention of this Court to *Annexure P-1 and P-3*, which are the notices issued by the respondent with regard to the premises in question, to submit that the said notices have been issued against the recorded lessee, i.e., Shri Surinder Singh S/o Shri Hardit Singh, and not to the petitioner.

16. Learned counsel for the respondent-Delhi Cantonment Board further draws the attention of this Court to *Annexure P-3*, attached with the present petition, i.e., Notice dated 07<sup>th</sup> July, 2025, issued under Section 4 of the PP Act.

17. 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.

18. Learned counsel for the respondent further relies upon the Lease Agreement dated 16<sup>th</sup> June, 1995, between the respondent and Shri Surinder Singh to submit that the lease was only for a total period of thirty years, and the said period of lease cannot exceed thirty years.

19. 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 10<sup>th</sup> June, 2025, was rightly issued.



2025:DHC:5817



20. 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 25<sup>th</sup> June, 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:



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

**ANNEXURE P-1**

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/SS/Notice/Kalptaru/2025

Date 10<sup>th</sup> June, 2025

To,

Sh. Surinder Singh S/o Shri Hardit Singh  
Unit No. S-1, Kalpatru Commercial Complex  
Sadar Bazar, Delhi Cantt. 110010

**Sub : Notice**

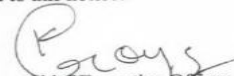
Reference: Lease Deed dated 16.06.1995 executed between Delhi Cantonment Board and S.K. Kapoor & Associates.

2. Vide above referred lease deed dated 16.06.1995, lease rights in respect of shop No. S-1, measuring 15.61 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 S.K. Kapoor & Associates 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 21.06.1995.

3. Thereafter, S.K. Kapoor & Associates vide application dated 28.12.1999 applied to the Board for transferring the lease in favour of Sh. Surinder Singh. Accordingly, after approval, the lease rights in respect of the commercial unit was transferred to Sh. Surinder Singh vide lease dated 14.11.2000 wherein it was inter alia stipulated that the indenture would be effective from 21.06.1995 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 20.06.2025.

4. In view of the above, you are directed to vacate and handover the commercial unit on 20.06.2025 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.14,21,770/- (Rupees fourteen lac twenty one thousand seven hundred & seventy 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

21. 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 registered lessee, and the registered lessee has been directed to appear on 22<sup>nd</sup> July, 2025 before the Estate Officer, Delhi Cantonment Board for a personal hearing.



2025:DHC:5817



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

23. *Per contra*, learned counsel appearing for the petitioner relies upon *Annexure P-2*, which is notice of demand dated 11<sup>th</sup> May, 2017, wherein, although the said notice of demand, has been issued to the registered lessee, i.e., Shri. Surinder Singh S/o Shri Hardit Singh, but the same clearly notes that the occupier is Smt. Parveen Verma, i.e., the petitioner herein.

24. Learned counsel for the petitioner submits that the petitioner has given a representation dated 18<sup>th</sup> June, 2025, wherein, the petitioner has given his willingness to renew the lease on fresh terms.

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

26. Having heard learned counsels for the parties, this Court notes the submission of learned counsel for the respondent that terms of the Lease Agreement dated 16<sup>th</sup> June, 1995, categorically state that the total period of lease will not exceed thirty years.

27. 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/registered lessee.

28. This Court further notes that an Eviction Notice dated 07<sup>th</sup> July, 2025 under Section 4 of the PP Act has already been issued and the registered lessee/petitioner is required to appear before the Estate Officer on 22<sup>nd</sup> July, 2025.

29. 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.



30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

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

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

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

**MINI PUSHKARNA, J**

**JULY 15, 2025/KR**