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

+ LPA 95/2025, CM APPL. 7672/2025 & CM APPL. 7673/2025

CENTER OF APPLIED POLITICS

.....Appellant

Through: Mr. Samrat Nigam, Mr. Ashish Negi
and Ms. Arpita Rawat, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Jaswinder Singh, Advocate for
R-1 & 2.
Mr. Tushar Sannu, Standing Counsel
and Mr. Harsh Yadav, Advocate for
MCD/R-3.

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Date of Decision: 10th February, 2025

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G E M E N T

TUSHAR RAO GEDELA, J.: (ORAL)

LPA 95/2025

1. Present appeal has been preferred under Clause X of the Letters Patent assailing the impugned judgement dated 06.12.2024 in W.P.(C) 16309/2024 titled "*Center of Applied Politics vs. Union of India & Ors.*", whereby the learned Single Judge had dismissed the writ petition filed by the appellant seeking quashing of cancellation of the Agreement to Lease dated 02.07.1977, granted in favour of the appellant.

2. Facts in brief are as follows:-



- a) The appellant was granted a plot of land admeasuring 2000 square yards at Narendra Nikean, I.P. Estate, New Delhi *vide* allotment letter dated 21.04.1971. The allotment was specifically for institutional purposes with a condition for construction of an office building and five single-seated rooms for visiting scholars from India and abroad.
- b) The Agreement to Lease was executed on 02.07.1977 which set out the terms of allotment and it was followed by handing over of possession on 25.08.1977.
- c) To determine whether the property was being utilized for the purpose for which it was allotted, the Land and Development Officer (hereinafter referred to as “L&DO”) conducted periodic inspections of the premises and issued breach notices. The inspection carried out on 18.08.2015 revealed unauthorized construction on the premises, which was notified to the appellant through a breach notice dated 26.08.2015. To verify the compliance with the terms of allotment, another inspection was conducted by the L&DO on 13.10.2016, which disclosed the operation of the office of Young India Magazine from the premises. Additionally, L&DO received multiple complaints from third-parties alleging misuse of the allotted plots.
- d) The L&DO, on multiple occasions, issued show cause notices to the appellant, highlighting the failure to comply with the terms and conditions stipulated in the Agreement to Lease. These notices called upon the appellant to provide a satisfactory explanation as to why the allotment should not be revoked. However, the responses submitted by the appellant were deemed inadequate and failed to address the breaches effectively. Consequently, in adherence to the terms of the



allotment and after due consideration, the respondents proceeded to cancel the allotment of the land through the impugned orders.

- e) Aggrieved by the cancellation of the allotment, the appellant filed the underlying writ petition seeking quashing of the notice dated 12.06.2017; orders dated 23.06.2017 and 12.02.2020, issued by the respondents, which culminated into the cancellation of the Agreement to Lease dated 02.07.1977 granted in favour of the appellant.
- f) *Vide* the impugned judgement dated 06.12.2024, the learned Single Judge had dismissed the underlying writ petition on the grounds that public land, when allocated for a specific purpose, must be utilized in strict conformity with the terms of allotment and permitting the appellant to retain possession despite their flagrant non-compliance would be countenancing misuse of public resources which would set a concerning precedent emboldening other allottees to disregard their obligations with impunity.
- g) Hence the writ petition.

3. Mr. Samrat Nigam, learned senior counsel appearing for the appellant submits that though the appellant was allotted the subject plot of land on 21.04.1971 under the policy for allotment of plot in Institutional area, the Agreement to Lease was executed on 02.07.1977. He states that the appellant was to construct a building in accordance with the allotment letter within a period of 2 years subject to the sanction being granted by the respondent no.3/Municipal Corporation of Delhi (hereinafter referred to as “MCD”). He submits that though the appellant had submitted that the building plan for sanction by the MCD, the respondent no.3/MCD has not sanctioned the building plans till date. On the other hand, he states that the



L&DO is proceeding to cancel the Agreement to Lease on the basis that the appellant has violated the terms of the allotment letter. According to learned senior counsel, the appellant is in a quandary inasmuch as on the one hand, the L&DO has cancelled the allotment and the Agreement to Lease dated 02.07.1977 on the basis of not having constructed an office building and five single seated rooms for visiting scholars, on the other hand, the MCD has not sanctioned the building plan submitted to it by the appellant. Premised on the aforesaid, he states that the appellant is not in a position to construct the building unless the statutory authority, i.e., MCD sanctions the said building plans. He states that in such peculiar circumstances, cancelling the allotment of the plot of land as also the Agreement to Lease dated 02.07.1977 is not only onerous but also arbitrary, whimsical, unjust and also unconstitutional.

4. Learned senior counsel also states that the show cause notices which have been issued by the L&DO are also based on the assumption that the temporary structures built on the plot of land are violative of the terms of the Lease and are termed as unauthorised constructions but also contain allegation that the appellant is using the plot contrary to the policy for allotment of plots in the institutional area. He states that the learned Single Judge did not appreciate in the correct perspective the notice dated 28.12.2007 issued by the MCD requiring additional compliances for sanction of plans. He states that the appellant has been trying to comply with the said requirements and as such the impugned cancellation by L&DO is premature and cannot be upheld by this Court. He prays that the impugned judgment be set aside alongwith the notices dated 12.06.2017, orders dated 23.06.2017, 12.02.2020 as also the cancellation of Agreement to Lease dated



02.07.1977.

5. We have heard learned senior counsel for the appellant, examined the impugned judgment and perused the records of the case.

6. The records of the case in the writ petition as also the appeal before us are conspicuously absent of the reference as to when the appellant applied for the sanction building plan with the MCD. Though the said date would have been a relevant fact in issue, yet from what records reveal, it is apparent that no substantial compliance of the objections, if any, raised by the MCD were ever completed. It is a matter of great significance that the allotment letter was issued on 21.04.1971; Agreement to Lease was executed on 02.07.1977; possession was handed over on 25.08.1977, yet, till the filing of the writ petition in the year 2024, apparently no steps appear to have been taken to fulfil the conditions for sanction of building plans from the MCD. It is appalling to note as to how the appellant had been continuing to be in possession of the said plot of land, that too, with temporary constructions alleged to be unauthorized as per the inspection reports of the L&DO.

7. The Agreement to Lease placed an obligation upon the appellant to construct an office building and five seated rooms within 24 months of taking possession of the land. It is obvious that the sanctioned building plans ought to have been obtained by the appellant within the stipulated period noted above. Despite passage of five decades, the application of the appellant seeking sanction of building plans has not seen the light of the day. Clearly, the delay is attributable only to the appellant. Reference to a notice dated 28.12.2007 issued by MCD does not come to the rescue of the appellant nor does it enure to its benefit. Rather, it only explains and



establishes that the appellant has been absolutely negligent and lackadaisical in completing its obligations both towards the L&DO and towards the MCD. Nothing has been placed either before the learned Single Judge or before this court evidencing any documentation to prove the active engagement of the appellant with the MCD for approval of its building plans. This appears to be a case of gross and blatant disregard of the obligations under the terms of the allotment letter as also the Agreement to Lease dated 02.07.1977.

8. It has not been disputed by the appellant that the L&DO had issued a number of notices alleging breach of the conditions of allotment as also the Agreement to Lease which also appear to have not been rectified. In such circumstances, it would not be appropriate for this Court to interfere or interdict the proceedings initiated by the L&DO culminating in the cancellation of the Agreement to Lease.

9. The learned Single Judge has examined the issue threadbare and has rightly concluded that there is no requirement to interfere in the actions taken by the respondents particularly in aid of a party that has wilfully and persistently violated the terms of the Agreement to Lease.

10. We do not find any merit in the present appeal and therefore the same is dismissed without any order as to costs. Pending application also stands disposed of.

TUSHAR RAO GEDELA, J

DEVENDRA KUMAR UPADHYAYA, CJ

FEBRUARY 10, 2025

rl/kct