



2026:DHC:5842



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

Date of decision: 22.07.2026

+ W.P.(C) 4304/2019 & CM APPL. 19154/2019 (Stay)

CHANDER PRAKASH

.....Petitioner

Through: Mr. Pushkar Sood and Ms.
Chandni Jaiswal, Advocates.

versus

LIFE INSURANCE CORPORATION OF INDIA

.....Respondent

Through: Mr. Ankur Goel, Advocate.

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Petition, filed under Article 226 read with Article 227 of the **Constitution of India, 1950¹**, seeks to challenge the **Judgment dated 05.12.2018²** passed in case, being PPA 19/2017, titled “*Chander Prakash v. Life Insurance Corporation of India*” by the **learned Additional District Judge, Patiala House Courts, New Delhi³** and the **Order dated 27.03.2017⁴** passed by the learned Estate Officer in case bearing No. 03(A) of 2016, titled “*Life Insurance Corporation of India v. Chander Prakash*” as well as the **calculations dated 31.01.2019⁵** submitted by the learned Estate Officer in furtherance of Judgment dated 05.12.2018.

¹ Constitution

² Impugned Judgment

³ learned ADJ

⁴ Eviction Order

⁵ Arrears Calculation



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2. At the outset, learned counsel appearing on behalf of the Petitioner fairly submits that he is not pressing the challenge with respect to the alleged non-service of notice.

3. Learned counsel appearing on behalf of the Petitioner, however, confines his challenge to two aspects. Firstly, he assails the levy of water charges by contending that the water and toilet facilities were common to all occupants of the premises and, in the absence of any pleadings or material demonstrating exclusive use thereof by the Petitioner, no liability towards payment of such charges could have been fastened upon him. Secondly, he contends that no fresh lease deed came to be executed by the Respondent in favour of the Petitioner.

4. Elaborating upon the latter submission, learned counsel appearing on behalf of the Petitioner submits that, in the absence of the execution of a fresh lease deed, the Petitioner could not have been held liable to pay rent at the revised rate, as contended by the Respondent. Learned counsel submits that the liability of the Petitioner remained confined to payment of rent at the earlier rate of ₹2,090/- per month. In support of the aforesaid submissions, he reiterates the contentions urged before the learned ADJ as well as the learned Estate Officer.

5. ***Per contra***, learned counsel appearing on behalf of the Respondent supports the Impugned Judgement and submits that the scope of interference by this Court under Articles 226 and 227 of the Constitution is extremely limited and supervisory in nature. He submits that this Court cannot exercise appellate jurisdiction or undertake a reappreciation of the evidence merely because another



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view may be possible.

6. Learned counsel for the Respondent further submits that the issues sought to be urged by the Petitioner have already been considered by both the learned Estate Officer and the learned ADJ, who have concurrently returned findings against the Petitioner. Accordingly, it is contended that no ground is made out for interference with the Impugned Judgement.

7. This Court has heard learned counsel appearing on behalf of the parties and has also perused the material placed on record.

8. At the outset, this Court takes note of the fact that learned counsel appearing on behalf of the Petitioner has fairly stated that he is not pressing the challenge with respect to the alleged non-service of notice.

9. Consequently, the challenge in the present Petition stands confined to two issues, *firstly*, with respect to the levy of water charge and *secondly*, with respect to the liability of the Petitioner to pay rent at the revised rate notwithstanding the non-execution of a formal lease deed.

10. A perusal of the Eviction Order passed by the learned Estate Officer demonstrates that both the aforesaid issues received elaborate consideration.

11. Insofar as the issue relating to the revised rent is concerned, the learned Estate Officer has extensively examined the oral as well as documentary evidence placed on record and has returned a categorical finding that the Petitioner had participated in the proceedings before the Zonal Rent Negotiation Committee, accepted the revised terms of tenancy, signed the Memorandum of Understanding recording the



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revised rent and was duly called upon to execute the formal lease deed.

12. The learned Estate Officer has further noticed the admissions made by the Petitioner during the course of his evidence, including the admission that although the lease deed had not been formally executed, the revised rent had been agreed upon and that arrears of rent were outstanding. The relevant findings of the learned Estate Officer read as under:

“2. WHETHER THE RESPONDENTS ARE UNAUTHORISED OCCUPANTS?”

The Respondent did not challenge the ownership of the Petitioner Corporation regarding the suit premises. The Respondent admitted that the respondent is in occupation of the said shop at the rent of Rs. 2090/- per month and he had paid the rent there of till month of February 2016 and the said premise is under the lease of respondent which expired on 31.01.2011.

The Respondent has contended that the Respondent is in occupation of the said shop at the rent of Rs. 2090/- per month and has paid the rent thereof till month of February 2016 and that the petitioner has not filed any document which shows that rent at the rate of Rs. 4961/- has been agreed between the Petitioner Corporation and Respondent. He has further stated that there are no arrears pending against him.

Witness of the respondent has stated in his cross examination dated 31.01.2017 that "we had signed the revised rent but the lease was not executed but we were paying the old rent of Rs. 2090/- p.m." He also admitted to having not paying the rent regularly and there was an arrear of rent. He also stated that "lease deed was not executed, we did not pay the revised rent". Respondent has exhibited letter dated 06.02.2016 written by the respondent to the petitioner marked as RW-1/A showing the payment of rent of Rs. 20,900/- vide cheque no. 742805/- on account of rent for months of March, April, May, June, July, August, September, October, November, December, 2015. In the cross examination on 31.01.2017 witness of the respondent stated that the said payment of Rs. 20,900/- was for arrears of rent and no interest was paid. Respondent has filed a letter dated nil addressed to the Petitioner marked as Exh. RW-1/B wherein the respondent has signed alongwith other occupants of the building and stated "that last month they have paid new rent according to your letter



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no. NZO/Estate dated 08.05.2013, but there is some issues we have not received from your side any New Lease Agreement so if you not given us lease agreement letter new rent then are sorry to say not paid new rent. We paid only old rent continually".

Witness of Petitioner Corporation has stated in his affidavit by way of evidence that the Respondent was a tenant in respect of an area admeasuring 110.25 sq. ft. or thereabout in Cabin no. 3, Basement of United India Building, F-Block, Connaught Circus, New Delhi-110001 at a monthly rent of Rs. 4961/- (which includes Rs. 3906/- as basic rent and Rs. 1055/- as property tax) plus service tax as applicable excluding of electricity, water and other municipal charges w.e.f. 01.02.2011 to 31.01.2016 with an escalation of 35% increase in rent after first 5 years as per agreed terms dated 19.03.2013 vide letter dated 08.05.2013 addressed to the Respondent informing therein regarding revision of rent that it was agreed by the parties in a meeting held on 19.03.2013 with Zonal Rent Negotiation Committee of LIC by the Respondent that the rent will be Rs. 4961/- per month (which includes Rs. 3906/- per month as basic rent and Rs. 1055/- per month as property tax at present rates) plus service tax as applicable on basic rent from 01.02.2011 to 31.01.2016 i.e. up to five years and the lease period will be for ten years will escalation clause of 35% increase over the last paid rent after 5 years and finally expire on 31.01.2021, Exhb. PW1/4(colly), the letter was duly received by the Respondent without any protest and also admitted by the respondent vide his letter dated nil in exhibit RW-I/B.

The witness of the Petitioner has produced on record attendance sheet of ZRNC held on 19.03.2013 wherein name of the members, their designation and the name of the respondent is clearly mentioned. The same is signed by the respondent and is marked as Exh. PW-1/4 (Colly). The witness of the Petitioner has also produced on record the MOU reached after discussion with the respondent in the ZRNC held on 19.03.2013 regarding the rate of rent and the terms and conditions of the lease, which is duly signed by the Respondent. The same is marked as Exh. PW-1/4 (Colly). Witness of the Petitioner has produced letter dated 23.07.2014 marked as Exh. PW-1/5 addressed to the respondent regarding execution of lease deed for the period 01.02.2011 to 31.01.2021 for the premises occupied by the respondent and informing therein the procedure to be followed for execution of lease deed and enclosing therewith the draft of the lease deed which is marked as Exh. PW-1/6. All these exhibits clearly prove that there was a tenant and landlord relationship between the parties and the rent was as was agreed above i.e. Rs. 4961/-per month.

The Respondent had admitted in its reply dated 28.02.2016 that no lease agreement was executed between LIC and Chander Prakash after 31.01.2011. This confirms that the lease agreement



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last executed between the parties had expired on 31.01.2011. Thereafter, in the absence of lease agreement, the Respondent became month to month tenant in the premises in question.

The notice of termination bearing reference NZO/Estate/PPA/190023/147 dated 23.09.2015 marked as Exh. PW-1/7 was served to the Respondent by the Petitioner Corporation. LIC of India, calling upon him to remove his goods from the property and deliver the vacant and peaceful possession of the premises in question on the expiry of 31.10.2015 or in the morning of 01.11.2015. The Respondent failed to comply with said notice dated 23.09.2015.

The respondent has contended in their reply that the respondent has not received any prior notice from the Mohinder Singh and therefore the contents of the termination of the tenancy in respect to the suit premises are false, wrong and baseless and denied.

Here I am guided by the General Clauses Act which stipulates as under:-

If notices addressed to the respondent were correctly addressed then presumption of services arises u/s 27 of General Clauses Act. This has been so held in Madan & Co. vs. Wazir Chand AIR 1989.SC. 630; K. Bhaskaran vs. Sankaran 1999.8.AD(SC) 437; D Vinod vs. Nanda Belliappa 2006 .6.SCC 456; V.Raja Kumari vs. P.Subharama 2004 .8. SCC.774; State vs. Hiralal 1996.7. SCC.523; CCA Haji vs. Palalpetty Md. 2007.6.SCC.555.

The legal notice, Exh. PW-1/7 was sent to the respondent at cabin no. 3, basement, F-Block, United India Building, Connaught Circus, New Delhi. Show cause notices u/s 4 & 7 were also sent at same address which were duly served upon the respondent. As both the address are same therefore the address of the suit premises is complete and correct. Hence in light of above discussion and observation of above judgement I am satisfied that notice of termination was duly served upon the respondent.

The notice of termination of the Petitioner Corporation marked as Exh. PW-1/7 which was duly served upon the Respondent vide registered A.D. post and speed post receipt, which is marked as Exh. PW-1/7. All the documents have been proved by the witness of the Petitioner vide evidence by way of affidavit dated 24.08.2016.

I have to decide whether the respondent is an unauthorized occupant, for this I am guided by the definition of "Unauthorized Occupant" as defined in Section 2(g) of PP Act, which is given as under:

The term authorized occupation is defined under Section 2(g) of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971:-



(g) "Unauthorized occupation" in relation to any public premises, means the occupation by any person of the public premises without authority for such occupation, and includes the continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reasons whatsoever.

In Ashoka Marketting Ltd. vs. Punjab National Bank AIR 1991 S.C. 855 at pp. 870-872: 1990(4) SCC 406, the Hon'ble Supreme Court observed as under:-

"The definition of the expression 'unauthorized occupation' contained in Section 2(g) of the Public Premises Act is in two parts. In the first part the said expression has been defined to mean the occupation by any person of the public premises without authority of such occupation. It implies occupation by a person who has entered into occupation of any public premises without lawful authority as well as occupation which was permissive at the inception but has ceased to be so. The second part of the definition is inclusive in nature it expressly covers continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever. This part covers a case where a person had entered into occupation legally valid authority but who continues in occupation after the authority under which he was put in occupation has expired or has been determined. The words "whether by way of grant or any mode of transfer" in this part of the definition are wide in amplitude and would cover a lease because lease is a mode of transfer under the Transfer of Property Act. The definition of unauthorized occupation contained in section 2(g) of the Public Premises Act would, therefore, cover a case where a person has entered into occupation of the public premises legally as a tenant under a lease but whose tenancy has expired or has been determined in accordance with law."

In this case the tenancy was terminated by a legal notice. Service of the legal notice was proved by the petitioner. The notice clearly mentioned for the respondent to take notice to hand over vacant and peaceful possession of the premises within 15 days of the receipt of that notice failing which legal proceedings for recovery of arrears of rent, damages and possession of the premises would be initiated. The Petitioner Corporation also mentioned to take notice by the by the respondent that in case the premises were not vacated as required in the said notice they will be liable to pay damages at the demanded rate. I am satisfied that the authority of occupation in respect of the said premises was duly withdrawn by the Petitioner Corporation by way of the said legal notice, Exh.



PW-1/7. The definition of 'unauthorized occupation' u/s 2(g) of the PP Act provides that the tenancy "has been determined for any reason whatsoever". In view of the above, I am satisfied that the said tenancy was determined on service of the notice dated 23.09.2015. This makes clear that the respondent has been occupying the suit premises without authority of such occupation. In view of the above discussion and support of the aforesaid observations by the Hon'ble Supreme Court I am satisfied that the Respondent became unauthorized occupant as defined u/s 2(g) of the PP Act on determination of the said tenancy.

Accordingly, I hold that Chander Prakash became unauthorized occupant with effect from the date of expiry of 31.10.2015 i.e. w.e.f. 01.11.2015 under the provisions of section 2(g) of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 in the suit premises.

For the reasons recorded and points decided above, I have no hesitation in concluding that the Petitioner Corporation is entitled to an eviction order against the respondent and also an order for recovery of damages accordingly. I have passed an eviction order of even date against the respondent and also hold that LIC is entitled to damages w.e.f. the date referred to above i.e. w.e.f. 01.11.2015 till the subject premises are vacated and handed over to the Petitioner Corporation, LIC by the Respondents.”

13. The learned Additional District Judge, while exercising appellate jurisdiction under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, independently examined the challenge raised by the Petitioner and concurred with the conclusions arrived at by the learned Estate Officer. In particular, the learned ADJ has noticed the admissions made by the Petitioner as well as the documentary material evidencing acceptance of the revised rent and has rejected the contention that, merely because a formal lease deed had not been executed, the Petitioner continued to be liable only to pay rent at the earlier rate. The relevant observations of the learned ADJ read as under:

“9. The next ground taken is that Estate Officer failed to appreciate the fact that as fresh lease deed was not executed by LIC, hence appellant was required to pay rent @ earlier rent of Rs.2,090/- month and not at the new rate. However, this averment



is already dealt with by Estate Officer in his detailed order dated 27.03.2017. It is observed in the said order that there are certain admissions on the part of appellant wherein he has admitted that rent was revised but only because lease deed was not executed, hence, he was paying old rent. He has also admitted arrears of rent.

The relevant extract from the order of Estate Officer is as follows-

“Witness of the respondent has stated in his cross examination dated 31.01.2017 that "we had signed the revised rent but the lease was not executed but we were paying the old rent of Rs.2090/- pm." He also admitted to having not paying the rent regularly and there was an arrear of rent. He also stated that "lease deed was not executed, we did not pay the revised rent". Respondent has exhibited letter dated 06.02.2016 written by the respondent to the petitioner marked as RW-1/A showing the payment of rent of Rs.20,900/- vide cheque no.742805/- on account of rent for months of March, April, May, June, July, August September, October, November, December 2015. In the cross examination on 31.01.2017 witness of the respondent stated that the said payment of Rs.20,900/- was for arrears of rent and no interest was paid. Respondent has filed a letter dated nil addressed to the petitioner marked as Exh. RW-1/B wherein the respondent has signed along with other occupants of the building and stated "that last month they have paid new rent according to your letter no. NZO/Estate dated 08.05.2013, but there is some issues we have not received from your side any New Lease Agreement so if you not given us lease agreement letter new rent then are sorry to say not paid new rent. We paid only old rent continually”.

10. Hence, in view of admissions made by appellant, it cannot be said that he was required to pay old rent when he himself admitted that the rent was revised. It is also the argument of appellant that lease deed was not executed despite repeated requests. However, it is the discretion of LIC to have renewed the lease deed or not. LIC in any case has shown sufficient reason on record for non renewal for lease deed i.e. non payment of rent on time and non payment of enhanced rent along with other charges on time. Hence, LIC was justified on merits also.”

14. Thus, the principal contention urged before this Court is not one which has remained unanswered by the authorities below. On the contrary, both the learned Estate Officer and the learned ADJ have



independently examined the issue and have concurrently returned findings of fact against the Petitioner after appreciating the oral and documentary evidence available on record.

15. Similarly, the contention relating to water charges is concerned, the said issue also stood examined by the learned Estate Officer, which was, in turn, examined and affirmed by the learned ADJ as well. The relevant portion of the Impugned Judgment, reads as follows:

“8. Coming to the next ground raised in the appeal that water charges were levied while water services were not provided. However, it is specifically observed by Estate Officer in his order that there is a common water and toilet facilities available on ground floor. It is not stated by appellant in his appeal that there are no common water and toilet facilities available on the ground floor nor it is pleaded that he is not using those facilities. Only because water facilities in particularly are not available in his cabin is not sufficient to assure that he is not using water facilities and toilet facilities available on the ground floor. It is a matter of common sense that a person does use toilet facilities few time every day along with water facilities. Hence, this ground is also baseless.”

16. The jurisdiction exercised by this Court under Articles 226 and 227 of the Constitution is supervisory in nature. This Court does not sit as a Court of appeal over concurrent findings of fact recorded by the statutory authorities. Interference would be warranted only where the findings suffer from patent perversity, manifest illegality, jurisdictional error or are such as no reasonable person could have arrived at on the material available on record.

17. In the present case, this Court finds that the learned Estate Officer as well as the learned ADJ have considered the very contentions which are sought to be reiterated before this Court and have assigned cogent reasons for rejecting the same. Learned counsel



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appearing on behalf of the Petitioner has been unable to demonstrate that the concurrent findings returned by the authorities below suffer from any patent illegality, perversity or jurisdictional infirmity warranting interference in exercise of the extraordinary jurisdiction of this Court.

18. In view of the aforesaid, this Court finds no ground to interfere with the Impugned Judgement dated 05.12.2018, the Eviction Order dated 27.03.2017 passed by the learned Estate Officer or the consequential arrears calculation dated 31.01.2019. Accordingly, the present Petition, stands dismissed.

19. The present Petition, along with pending Application(s), if any, stands disposed of in aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
JULY 22, 2026/tk/dj