
(2009) 11 DEL CK 0416
In the Delhi High Court
Case No : Writ Petition (C) 11191 of 2009

Murti Devi	Vs	APPELLANT
Union of India (UOI) and Another		RESPONDENT

Date of Decision : 06-11-2009

Acts Referred:

Citation : (2009) 11 DEL CK 0416

Hon'ble Judges : Sanjiv Khanna, J

Bench : Single Bench

Advocate : Y.P. Narula and Seema Gupta, for the Appellant; Parul Sharma, for V.K. Tandon, for Respondent Nos. 1 and 2 and A.S. Rao, for Respondent No. 3-DMRC, for the Respondent

Final Decision : Dismissed

Judgement

Sanjiv Khanna, J.—Predecessor in interest of the petitioner was given a temporary lease in respect of land located at adjacent to shop No. 6, West Barron Road, New Delhi, measuring 1592 square feet in the year 1957 on the ground rent @ Rs. 57/- per month. Document dated 23rd July, 1958 was thereafter executed stating, inter alia, that the temporary lessee would pay Rs. 57/- per month as lease rent. No capital amount or premium was paid for the temporary lease

2. By letter dated 30th January, 1965, the predecessor-in-interest of the petitioner was informed that the respondent L & DO was ready and willing to extend the continuation of the temporary lease, subject to satisfaction of the conditions mentioned therein including increase in rent @ Rs. 63.72 per month and payment of additional security deposit, etc. One of requirements of the said letter was that a registered temporary lease deed would be thereafter executed.

3. Admittedly, the predecessor in interest of the petitioner did not comply with the said letter and did not pay the enhanced ground rent and no temporary lease deed was executed or registered.

4. Thereafter, on 3rd March, 1976, the respondent wrote another letter to the predecessor-in-interest of the petitioner stating that rent had not been paid at the enhanced rates and it was also stated that the rent with effect from 15th January, 1971 stood enhanced to Rs. 295.59 per month and with effect from 14th April, 1974 to Rs. 369.93 per month. The predecessor in interest of the petitioner was asked to communicate his acceptance to the terms and conditions mentioned in the letter and also remit payments of Rs. 22,970.03 and Rs. 2,655/- by separate cheques drawn in favour of the Land and Development Officer, New Delhi. It is accepted position that the predecessor-in-interest of the petitioner did not comply with this letter and did not accept the terms and conditions.

5. During the course of arguments, it is also accepted that the petitioner or her predecessor in interest have not made payment as demanded in these letters and payment @ Rs. 63.72 per month was made. Of course, the petitioner made various representations and had also approached the Minister.

6. By letter dated 28th August, 1987, the predecessor-in-interest of the petitioner was informed that the representations made had been considered and rejected and the predecessor in interest of the petitioner should within fifteen days of the receipt of the letter either accept the terms and conditions, which were offered by the respondents in their letter dated 3rd March, 1976 or on failure to make payment within the stipulated period, he would be treated as an unauthorized occupant of Government land and would be liable to pay damages for unauthorized use of the said land. No payment was made.

7. On 11th September, 2008, the DMRC acquired the property as it was required for the purpose of Delhi Metro project. It may be relevant to state here that proceedings under Public Premises (Eviction of Unauthorised Occupants") Act, 1971 were also initiated by the respondent L & DO but after occupation of the land by the DMRC, the said proceedings were treated as infructuous and were withdrawn. The respondent L & DO have written a letter dated 17th April, 2009 to the petitioner calling upon her to make payment of damages, which have been provisionally assessed at more than Rs. 2,33,00,000/-.

8. The petitioner now by way of present writ petition seeks direction to the respondents to allot to the petitioner an alternative accommodation in lieu of the land which was in her occupation. The petitioner has not enclosed with the writ petition any policy decision under which any such alternative accommodation can be allotted. The Supreme Court in *Ravi Khullar and Anr. v. Union of India and Ors.* Appeal (Civil) No. 1704/2007, examined whether a court should issue a direction for allotment of alternative accommodation/land, when a person is in occupation of a commercial premises. It was held that de hors any scheme alternative accommodation cannot be allotted and an owner/occupier is entitled to compensation under the Land Acquisition Act, 1898. The Supreme Court in this case had observed as under:

The documents relied upon by the respondents do establish that though at different stages the question of rehabilitation of the affected persons as a result of the acquisition was considered, no firm decision was ever taken to rehabilitate the industries affected thereby. The decision taken was only to provide alternative sites for residence (sic) of the oustees from village Nangal Dewat in village Rangpuri. The proposal to allot lands for setting up the displaced industrial units was always turned down and it was decided that owners of such industries would only be entitled to compensation under the Land Acquisition Act. Having regard to the material on record we are satisfied that no scheme was ever framed for rehabilitation of industrial units. The scheme was framed only for the affected villagers of village Nangal Dewat and that too for residential purpose alone.

9. In the absence of any policy by the respondents under which an alternative accommodation can be allotted to the petitioner in the present case, I do not think the petitioner is entitled to any relief. Further the petitioner or her predecessors have been in occupation of government land which they were allowed to occupy temporarily in 1957. The period had expired in 1967 and no extension was granted. The petitioner had failed to comply with the terms and conditions and did not accept terms offered in 1971, 1974 and again in 1987. No contract or lease came into existence. The petitioner or her predecessors have continued to unauthorizedly occupy government land. Unauthorized use and occupation of land for commercial use cannot be a ground to justify and allow a writ petition with a direction to the respondents to allot a commercial accommodation/land.

10. During the course of hearing today, learned Counsel for the petitioner produced before the Court a copy of a letter dated 3rd September, 1997 written in the case of Mr. Sukhdeep Singh, a coal merchant. In that case there was a court order in favour of Mr. Sukhdeep Singh and pursuant thereto under some policy an alternative site for fuel depot was allotted to Mr. Sukhdeep Singh. In the present case, I think there is no court order in favour of the petitioner. In fact, since 1966 there has been no agreement whatsoever between the respondents and the petitioner in respect of the property, which was in occupation of the petitioner. The property was given a temporary lease till 1966 and thereafter the lease period was not renewed as the predecessor in interest refused to accept terms for renewal. Unauthorized occupation is no ground to direct the respondents to allot alternative accommodation to the petitioner. I do not find any merit in the present writ petition and the same is dismissed.