

**IN THE COURT OF SH. PANKAJ GUPTA,
PRINCIPAL DISTRICT & SESSIONS JUDGE
SOUTH-WEST, DWARKA COURTS, NEW DELHI**

PPA No. 01/2026

CNR No. DLSW01-001564-2026

**1. Smt. Jaspreet Kaur,
W/o Sh. Gurcharan Singh,
R/o H-2/11, Ground Floor,
Vikas Puri, New Delhi 110018.**

**2. Smt. Harvinder Kaur,
W/o Sh. Amarjeet Singh,
R/o H-2/11, First Floor,
Vikas Puri, New Delhi 110018.**

**3. Smt. Prabha Puri,
W/o Shri R.K. Puri,
R/o H-2/11, Second Floor,
Vikas Puri, New Delhi 110018.**

..... Appellants.

Versus

**Delhi Development Authority
Through its Vice Chairman,
Vikas Sadan, INA Market,
New Delhi.**

.....Respondent

Date of Registration of appeal	:	30.01.2026
Date of conclusion of arguments	:	20.07.2026
Date of pronouncement of order	:	20.07.2026

JUDGMENT:

1. This is an appeal preferred by the appellants under section 9 of Public Premises Act, 1971 (PP Act) to set aside the order dated

17.12.2025 passed by the Estate Officer (EO) whereby the appellants had been directed to vacate the public premises, i.e. Plot no. H-2/11, Vikas Puri, New Delhi, along with the construction raised thereon, within fifteen days from the date of issue of the said order and also to deposit all the outstanding dues like ground rent, damages charges, interest, etc.

2. The case of the appellants is that the Delhi Development Authority (DDA) allotted a plot measuring 70 sq. meters situated at H-2/11, Vikas Puri, New Delhi (the said plot) to Roshan Lal and delivered its possession to him on 25.10.1982. On the demise of Roshan Lal, vide letter dated 27.09.1984, the said plot was mutated in the name of Santosh Kumari, wife of the deceased, on the terms and conditions of the lease deed executed between them. Thereafter, Santosh Kumari sold the said plot to Mohan Singh, and separate floors were constructed thereon. The said plot, along with construction raised thereon (the said premises), changed various hands from time to time. Lastly, the appellant no.1 purchased the ground floor, the appellant no.2 purchased the first floor, and the appellant no.3 purchased the second floor of the said premises and have been enjoying the separate portion of the same as co-owners. All the said transactions were done through Agreement to Sell and General Power of Attorney (GPA) because the said premises was allotted on leasehold.

3. It is also the case of the appellants that on 11.05.2005, it was informed that the lease of the said premises had been cancelled by DDA on 30.11.2004, and the matter was fixed before the EO on 09.06.2005. In response to the said notice, the occupants of

the said premises appeared before the EO and sought time to file the reply. Simultaneously, they informed EO that they had already applied for restoration of the lease and conversion of the said premises from leasehold to freehold. In 2009, an inspection of the said premises was carried out, and it was reported that three shops were in operation on the ground floor of the said premises. In 2016, the son of the appellant no.3 visited DDA and informed that the shops on the ground floor had been closed and the said premises was being used for residential purposes only and requested DDA to inspect the same. DDA was also requested to expedite the process of restoration of the lease deed and conversion of the said premises from leasehold to freehold. On 24.10.2016, an official of DDA inspected the said premises and reported that the commercial activities in the said premises had been stopped. On 13.10.2017, the appellants deposited the conversion charges.

4. It is also the case of the appellants that on 14.08.2019, the appellants attended Lok Shivir organised by DDA for restoration of the lease deed of the said premises and submitted the requisite documents. On 09.01.2020, the DDA sent a letter to the appellants stating that the concerned file had been misplaced and asked them to submit their documents for the reconstruction of the file. Thereafter, the appellants submitted the documents that they possessed. On 10.09.2020, the appellants filed an application with LG, Vice Chairman (DDA), Commissioner (Land), Director (Land), Dy. Director (LAB Residential) for restoration of lease. As such, for the last 20 years, the appellants have been pursuing the matter with DDA for the conversion of

the said premises from leasehold to freehold. Till date, DDA has not raised any demand notice or calculation to this effect. In the meantime, the proceedings under PP Act were initiated, and the appellants appeared before the EO and raised objections to the proceedings under section 4 of the PP Act on the ground that their application for conversion was pending but of no use. Ultimately, EO passed the impugned order. It is also stated that the appellants are ready and willing to pay the outstanding dues to be levied by DDA for restoration of the lease deed and conversion of the said premises from leasehold to freehold. Hence, the impugned order is bad in law.

5. Notice of the appeal was issued to the respondent and in response thereto, the respondent filed a reply and admitted that the said plot was allotted to Roshan Lal vide allotment letter 07.11.1981, and its possession was handed over to him on 25.10.1982. On the demise of Roshan Lal, the mutation of the said plot was effected in favour of Santosh Kumari on 27.06.1984, and consequently, the lease deed was executed in her favour on 27.01.1985. Thereafter, Santosh Kumari sold the said plot by way of Agreement to Sell and GPA in favour of Mohan Singh, and the ground floor, first floor, second floor and third floor were constructed. From time to time, the said premises was sold floor-wise based on agreement to sell and GPA to different persons. Since the appellants or their predecessors had breached the terms and conditions of the lease deed and had not rectified the breach, the lease deed was cancelled on 04.11.2004 on account of misuse of the said premises, as five shops were constructed on its ground floor. Consequently, the matter was

referred to EO to initiate the eviction proceedings under the PP Act. On 15.01.2013 and 22.08.2013, DDA inspected the said premises and noticed that misuse continued. Ultimately, after giving an opportunity of being heard to the appellants, the EO passed the eviction order on 17.12.2025. It is also stated that the appellant's application for conversion from leasehold to freehold could not be processed unless and until the lease deed is restored. Hence, it is prayed that the appeal may be dismissed.

6. I have heard counsel for the appellants and counsel for the respondent and have perused the material available on record.

7. Admittedly, on 07.11.1981, DDA issued an allotment letter in favour of Roshan Lal w.r.t. the said plot. On 25.10.1982, the possession of the said plot was handed over to the allottee. Subsequently, Roshan Lal expired. Consequently, the said plot was mutated in the name of his wife/legal heir, namely Santosh Kumari (SK), vide letter dated 27.06.1984. On 24.01.1985, a lease deed was executed w.r.t. the said plot between DDA and SK. After 1985, SK executed agreement to sell and GPA in favour of Mohan Singh w.r.t. the said plot and construction was raised thereon. Subsequently, based on the GPA and the agreement to sell, the said premises changed hands several times, but without the approval/consent of DDA.

8. It is evident from the record that the inspection of the said premises was carried out by DDA, and it was noticed that five shops were being run in the said premises. Consequently, show-cause notices dated 07.11.2002 and 18.12.2002 were issued to

SK/the occupant of the said premises, stating that on inspection, it was noticed that five shops were being run in the said premises, in violation of Clause II (13) of the lease deed. Accordingly, vide the said notice, the addressees were called upon to remove the above-mentioned breach within fifteen days from the date of issue of the said notice, and it was made clear that in case of failure, the subject lease should be determined without further notice. Admittedly, the addressee/appellants/their predecessors failed to comply with the said show cause notice. Consequently, the lease deed was cancelled on 04.11.2004.

9. The appellants have admitted that five shops were being run from the ground floor of the said premises, which was against the terms and conditions of the said lease deed. There is nothing on record to suggest that the appellants or their predecessors have ever challenged the said cancellation order before the competent authority. As such, the order dated 04.11.2004, cancelling the lease deed of the said premises, is final as of the date. Further, it is not the case of the appellants that the said cancellation order is bad in law.

10. In view of the foregoing discussion, it can be held that the appellants and their predecessors breached the terms and conditions of the lease deed of the said premises and did not rectify the breaches despite being allowed to do so vide show cause notice dated 07.11.2002. Therefore, the lease deed of the said premises was cancelled on 04.11.2004, and the said order is final as of the date, and the appellants have not pleaded any grievance to that effect.

11. It is evident from the record that vide letter dated 30.11.2004, SK was informed about the cancellation of the lease and that the possession of the said premises would be taken over on 17.12.2004 at 11:00 AM. However, the possession could not be taken over at that time, as none of the occupants of the said premises handed over the same to the concerned authority. Consequently, vide letter dated 28.03.2005, DDA requested to initiate the proceedings for recovery of the charge/eviction under PP Act against the occupants of the said premises. In compliance thereto, EO initiated the proceedings under PP Act on 11.05.2005 and issued the show cause notice under section 4 (1) and (7) of the PP Act. In view of the foregoing discussion, it can be held that the subject proceedings and the impugned order passed under PP Act was the result of the cancellation of the lease deed of the said premises by the competent authority on 04.11.2004.

12. Counsel for the appellants pleaded that the appellants had applied for restoration of the lease deed and conversion of the said premises from leasehold to freehold and had also shown their readiness and willingness to pay the conversion charges. In fact, to show bona fide, the appellants had not only closed five shops and had rectified the breach but also had paid certain amounts towards conversion charges in the year 2017. Despite that, the EO passed the impugned order. Hence, the impugned order is bad in law.

13. On the other hand, counsel for the respondent pleaded that the appellants committed a breach of the lease deed, which resulted in its cancellation. Later, the EO, following due process

of law, passed the impugned order.

14. It is evident from the record that vide letter dated 09.06.2005, the occupants of the said premises, including the appellant no.2, acknowledged the receipt of the notice for eviction issued by the EO, and later they appeared before the EO and sought time to file a reply. On 28.07.2005, they again appeared before the EO and submitted that their request for restoration of the lease deed and conversion of the said premises from leasehold to freehold, was pending before the competent authority.

15. Perusal of the record reveals that vide letters dated 13.02.2013 and 13.09.2013, Dy. Director (LA), DDA informed the EO that the construction up to the second floor had been raised in the said premises and on the ground floor, five shops existed. Vide letter dated 24.05.2016, the occupants of the said premises, including the appellant no. 2 and 3, undertook to close five shops by 31.07.2016. Vide letter dated 17.10.2016, the EO directed Dy. Director (LAB) DDA to verify whether all five shops had been closed as submitted by the appellants. Vide letter dated 01.02.2017, Dy. Director, LA, DDA informed the EO that, as per the site inspection dated 07.01.2017, no misuse or shops had been reported and floor-wise sales had been established. As evident from the record, the appellants unilaterally deposited some amount vide challan dated 13.10.2017 towards conversion charges of the said premises vide challan dated 13.10.2017. On 18.04.2018, the appellant no.2 appeared before the EO and informed that the breaches had been removed and they had applied for floor-wise conversion of the said premises. Vide letter

dated 19.06.2018, Dy. Director, LA, DDA informed the occupants of the said premises that the file of the said premises was not traceable and a duplicate file had to be constructed to process the conversion application and requested them to send copies of the documents. Simultaneously, it was informed that an indemnity bond and undertaking should be furnished for conversion to pay the charges as and when demanded. Vide letter dated 09.01.2020, Dy. Director, LA informed the occupants that the undertaking submitted by them was incomplete as they had not undertaken to pay misuse, restoration charges and outstanding dues, if any, as and when demanded by the DDA.

16. Perusal of the record also reveals that on 05.12.2023, the appellants requested the EO to keep the proceedings in abeyance as their matter for restoration of the lease and conversion of the said premises from leasehold to freehold was pending before the competent authority. On most occasions between 11.05.2024 and 17.11.2025, either officials of DDA or the appellants or their predecessors remained absent and had not attended the proceedings before the EO. Vide notice dated 18.11.2025, the last and final opportunity was granted to the occupants of the said premises to produce the evidence in support of their objections to the notice before 25.11.2025, and it was stated that in case of failure, the matter shall proceed as per law in their absence. However, the appellants failed to reply to the said notice. Ultimately, the impugned order was passed.

17. In view of the foregoing discussion, it can be held that despite the cancellation of the lease of the said premises on

04.11.2004, the occupants/appellants not only failed to vacate the said premises but also continued to occupy the same. As such, they became unauthorised occupants in terms of section 2 (g) of PP Act. Hence, the appellant's plea of closure of the said shops after a decade of the passing of the cancellation order of the lease deed is of no consequence.

18. Counsel for the appellants strenuously pleaded that the appellants had applied for restoration of the lease deed and conversion of the said premises from leasehold to freehold. Despite that, the EO passed the impugned order. Hence, the impugned order is bad in law.

19. Perusal of the record maintained by the EO reveals that, as and when the appellants or predecessors appeared before the EO, they raised a single plea only that they had applied for restoration of the lease deed and conversion of the said premises from leasehold to freehold. While making the said submissions, the appellants had gone to the extent that they had unilaterally deposited the conversion charges with the competent authority. On several occasions, on that plea, the EO kept the matter pending. However, as evident from the record, since 04.11.2004 till the passing of the impugned order, i.e. after expiry of about 21 years, the appellants had not taken any effective steps against the competent authority to decide their plea of restoration of the lease deed; instead, they had been enjoying the possession of the said premises on the said plea. In fact, according to the appellants themselves, they applied for restoration of the lease on 10.09.2020 and to substantiate the same, they relied upon

Annexure P8. However, perusal of the Annexure P8 reveal that those documents are mere acknowledgment of submission of letter by the appellants. But the letters subject of the said acknowledgments are not on record.

20. Under PP Act, the EO is the competent authority to initiate and order the eviction of the unauthorised occupants from the public premises, i.e. the said premises in the present case.

21. In law, the EO was/is not competent either to restore the lease deed or convert the said premises from leasehold to freehold. Even otherwise, it is nowhere the case of the appellants that, under PP Act, the EO had the power to restore the lease deed and convert the said premises from leasehold to freehold. Further, the proceedings before the EO are governed by the PP Act, in which he has to satisfy that the said premises had been misused and the appellants, being unauthorised occupants of the said premises, had not vacated the same despite the given opportunity. As discussed above, admittedly, the appellants and their predecessors misused the said premises, which resulted in the cancellation of the lease deed, which is final as of the date. It is also an admitted fact that despite all that, the appellants and/or their predecessors had not vacated the said premises. Therefore, the essential requirements of the PP Act to initiate the proceedings of eviction by the EO are satisfied in the present case. Though the appellants raised a plea on several occasions that they applied for restoration of the lease deed of the said premises and had also been ready and willing to pay the conversion charges, and in fact they had deposited some amount

towards the same, it was of no consequence so far as the proceedings under the PP Act are concerned. Further, admittedly, as of date, the lease deed has not been restored, and therefore, there was/is no occasion for the appellants and their predecessors to request to convert the said premises from leasehold to freehold and to pay the conversion charges and also to unilaterally deposit some amount as conversion charges with DDA. In fact, as per the record, no conversion charges have been determined by the DDA till date. It is also not the case of the appellants that the EO conducted the proceedings and passed the impugned order without complying with the provisions of PP Act. Hence, it can be held that the EO conducted the proceedings and passed the impugned order as per the provisions of the PP Act because restoration of the lease deed was not within its domain.

22. In view of the foregoing discussion, I am of the opinion that the appellants have failed to show any infirmity in the impugned order. Accordingly, the appeal is dismissed.

23. Record of the Estate Officer be sent back along with a copy of this judgment.

24. Appeal file be consigned to Record Room.

**Announced in Open Court
on this 20th day of July, 2026.**

**(PANKAJ GUPTA)
Principal District & Sessions Judge
South-West, Dwarka Courts
New Delhi/20.07.2026**