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

+ **W.P.(C) 1261/2022**

M/S DELHI MEDICOS

..... Petitioner

Through: Ms. Shalini Kapoor, Ms. Sukriti Mago
and Mr. Sangram Singh Kheechi,
Advocates.

versus

NORTH DELHI MUNICIPAL CORPORATION OF DELHI

..... Respondent

Through: Mr. Mini Pushkarna, Standing Counsel,
North DMC with Ms. Latika Malhotra
and Ms. Khushboo Nahar, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

ORDER

20.01.2022

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CM APPL.3693/2022 (exemption)

Exemption is allowed subject to all just exceptions.

W.P(C) 1261/2022 & CM APPL. 3692/2022

1. The hearing was conducted through video conferencing.
2. Petitioner seeks quashing of demand letters dated 12.03.2021 and 15.12.2021 and further seeks a direction to the respondent to execute the perpetual lease deed in favour of the petitioner.
3. Learned counsel for the petitioner submits that an advertisement for auction of shops was published in the Hindustan Times on 25.07.2001. Pursuant to the said advertisement petitioner has submitted his bids and was found to be the successful bidder. A provisional allotment letter dated 06.09.2002 was issued in favour of the petitioner.



4. Learned counsel submits that petitioner made full and final payment in terms of the bid and subsequently was put in possession on 20.09.2002. She submits that petitioner has thereafter been requesting the respondent to execute the perpetual lease deed, however, the same was never executed. She further submits that till 12.03.2021 no issue with regard to any ground rent was ever raised by the respondent and it is only for the time on 12.03.2021 that ground rent at the rate of 2.5% p.a. of the premium amount was demanded.

5. Learned counsel for the petitioner submits that even though on 22.03.2021 petitioner had stated that petitioner is ready to pay the principal amount as demanded, however, petitioner is not liable to pay the same as the claim is beyond the period of limitation.

6. Issue notice. Notice is accepted by learned counsel appearing for the respondent.

7. Learned counsel appearing for the respondent submits that the condition of ground rent was one of the conditions for the auction of the shops and the perpetual lease that has been executed for the neighbouring shops also contain a similar clause of payment of ground rent and the neighbouring shop keepers are paying the same.

8. Learned counsel further points out that the demand as raised on 12.03.2021 was subsequently corrected on 15.12.2021 and an outstanding amount of Rs.16,03,960/- as principal amount towards the ground rent was claimed besides interest.

9. Let counter affidavit be filed within four weeks. Rejoinder within



four weeks thereafter.

10. List on 06.09.2022.

11. In the meantime, subject to petitioner paying the principal demanded amount of Rs.16,03,960/- no coercive steps shall be taken against the petitioner till the next date of hearing. Said amount be paid by the petitioner in three equal monthly instalments. First instalment being paid within one week from today. It is clarified that the payment would be without prejudice to the rights and contentions of the parties and subject to the final outcome of the petition.

12. In the meantime, respondent may also commence the process of execution of lease deed without prejudice to the rights and contentions of the parties.

13. Copy of the order be uploaded on the High Court website and be also forwarded to learned counsels through email by the Court Master.

SANJEEV SACHDEVA, J

JANUARY 20, 2022

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