



\$~51

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

+ O.M.P.(I) 4/2026 & I.A. 8032/2026

INDIAN POLO ASSOCIATION

.....Petitioner

Through: Mr. Rajiv Nayar, Sr. Adv. with Mr. Mahesh Agarwal, Mr. Rishi Agrawala, Mr. Rohan Batra, Major Nirvikar Singh, Mr. Himanshu Soni, Ms. Shruti Arora, Ms. Tarini Khurana, Ms. Muskan Sethi, Ms. Nidhi Chaudhary, Mr. Dhruv Sethi, Mr. Prabhav Bahuguna, Advocates along with Col. Vikramjit Singh Kahlon, VSM

versus

UNION OF INDIA

.....Respondent

Through: Mr. Ashish Dixit, CGSC with Mr. Varun Pratap Singh, Mr. Umar Hashmi, Mr. Gautam Yadav, Mr. Gaurav, Mr. Adhiraj Singh, Ms. Iqra Sheikh, Ms. Deepika Kalra, Ms. Urmila Sharma, Ms. Venni Kakkar, Advocates along with Mr. Rohit Lathar, ASO, Mr. Kunal Bhashkar, Dy. L& DO (M:9999900412)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

%

25.03.2026

1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking urgent interim protection against the Eviction Notice dated 12th March, 2026 issued by the respondent, whereby, the petitioner has been called upon to vacate the Jaipur



Polo Ground, Race Course area, New Delhi, within 15 days of the date of issuance of the impugned Eviction Notice.

2. Learned Senior Counsel for the petitioner submits that the petitioner herein is a National Sports Federation, governing Polo in India, and has been in continuous lawful possession and management of the Jaipur Polo Ground for over four decades.

3. It is submitted that the land has been in possession of the predecessor of the present petitioner since 1920's and was formally leased on 24th February, 1951 w.e.f. 01st March, 1951 by the Government of India, in favour of then Delhi Polo Club for 20 years. Further, post 28th February, 1971, the lease was extended from time to time on identical terms and continued to subsist.

4. Attention of this Court has been drawn to *Document-5* attached with the present petition, which is Lease dated 24th February, 1951 to submit that the said document covers the period of lease from the year 1951 to 1971, which was the initial lease period.

5. Subsequently, *vide Document-6*, i.e., Renewal Letters, the lease was extended from 1972 to 1982.

6. By referring to *Document-8*, it is submitted by learned Senior Counsel for the petitioner that the said document covers the period of lease from the year 1982 to 1984.

7. Attention of this Court has been drawn to the Letter dated 22nd June, 1984, issued by the Land and Development Office ("L&DO"), Government of India, and in particular to Clause 7, which reads as under:



Regd. N.D.

Government of India
Ministry of Works and Housing
Land and Development Office
Nirman Bhawan

no.L.111/3/1 (97)/ 346

New Delhi, the 22/6/84

To

The Hon'y. Secretary,
Indian Polo Associations,
C/o The President's Body Guard,
New Delhi-11004.

SUB: Extension of licence in respect of Jaipur Polo Ground
(near New Delhi Race Course) to Indian Polo Association
for the period upto 30.3.84.
....

Dear Sir,

I am directed to say that the President has been pleased to grant extension of licence in respect of the plot of land measuring 15.20 acres known as Jaipur polo Ground near New Delhi Race Course in favour of Indian Polo Association with effect from 1.10.83 to 31.3.84 only subject to compliance of the following terms and conditions:-

1. Payment of ground rent @ Rs. 400/- per acres P.K. for the period 1.10.83 to 31.3.84 (Payable by Indian Polo Association). Rs. 3040.00

There shall be two nominees of the Govt. of India on the Managing Committee of the Indian Polo Association with full voting right. If they are also members of the Indian Polo Association. They shall have voting right in the General Meeting of the Club. If they are not members of the club, they ~~shall~~ be made Hon' members of the club with full voting rights in the general body meeting of the club.

2. The present character of the club shall not be changed.
3. No addition/alternation to the building portion shall be done without the prior approval in writing of the lessor.
4. The land shall be used by the club for its bonafide use only and for no other purpose.
5. The land in question ~~shall~~ ^{should} be deemed to have been taken over by the Indian Polo Association from the Delhi Polo Club with assets and liabilities, as such you are liable to pay charges for its period.
6. The terms and conditions of the temporary lease deed will be the same as executed on 24.2.51 with Delhi Polo Club.

You are, therefore requested to convey your acceptance



of the above terms and conditions and also furnish crossed cheque/bank draft in favour of the Land and Development Officer, New Delhi within 7 days from the receipt of this letter, failing which it will be assumed that you are no longer interested in the extension and terms and conditions shall automatically stand withdrawn and cancelled and further action under the law shall be taken against you by treating your occupation of the site unauthorised since 1.7.83.

Yours faithfully,

(C.S.P. Sastri)
Engineer Officer

Copy to:-

1. Ministry of Works & Housing (Lands Divn) New Delhi with reference to their note dt. 14.3.84 (their file No. J-13014/23/75-LI, refers. It is requested that two nominees of the Central Govt. may please be appointed.
2. Accounts Section (T-390/N).
3. AB.II for information.
4. Shri K.P. Singh, 83, Golf Link, New Delhi.

Engineer Officer

8. By referring to the aforesaid, learned Senior Counsel for the petitioner submits that the petitioner has continued the possession of the land in question pursuant to the right conferred on the petitioner.

9. It is submitted that till the year 1982, the land was leased in favour of the Delhi Polo Club. However, post the year 1982, the name was substituted as Indian Polo Association, which is the present petitioner before this Court.

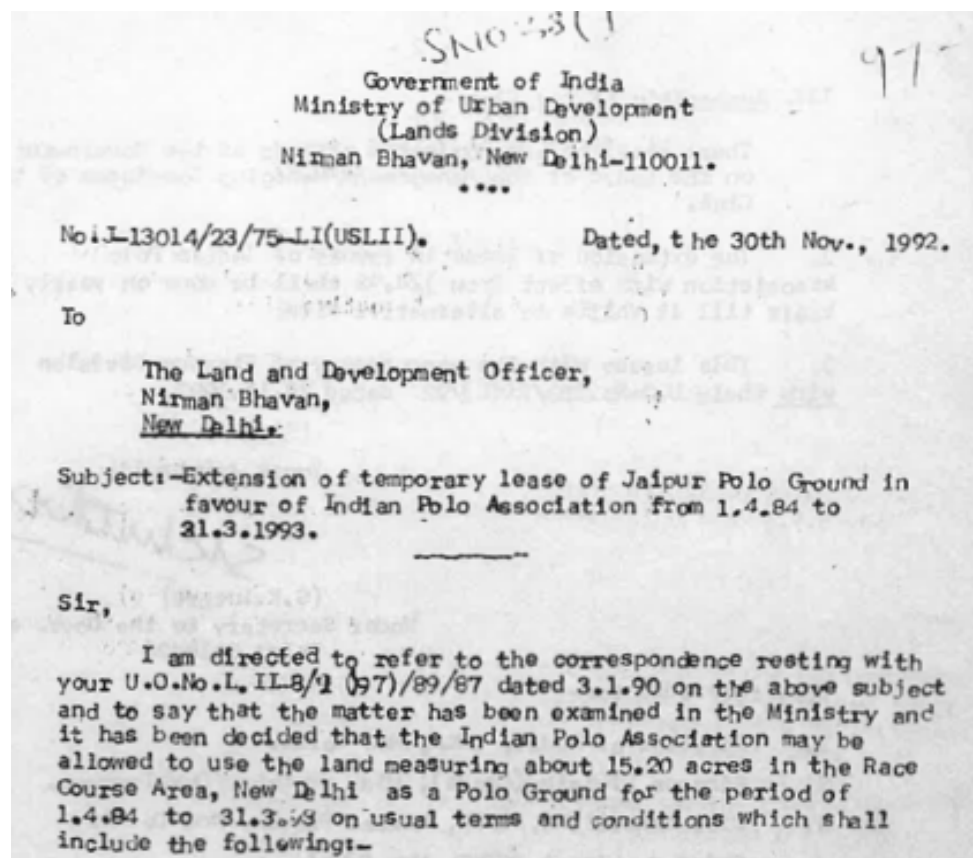
10. Learned Senior Counsel for the petitioner also relies upon *Document-12*, which is a Letter dated 30th November, 1992, to submit that even to the understanding of the Government, the lease in favour of the petitioner continued and that *vide* the said Letter, extension of lease was granted to the petitioner till 31st March, 1993.



11. Learned Senior Counsel for the petitioner also relies upon the Note in Clause II of the aforesaid letter dated 30th November, 1992, to submit that it was categorically stated by the Government that license fee shall be revised every 10 years on the land rates prevailing on the date of revision.

12. Learned Senior Counsel for the petitioner submits that though the word 'license' has been used in the aforesaid letter, but the subject of the letter itself uses the word 'Lease'. He, thus, submits that the lease in favour of the petitioner was extended by way of this Letter.

13. The Letter dated 30th November, 1992, issued by the Ministry of Urban Development, Government of India to the Land and Development Officer, Nirman Bhawan, reads as under:





I. Covered Area:-

- (1) The temporary lease in respect of Built up area (if any, to be ascertained by L&DD) is to be extended on 1.4.92 to 31.3.93 on an annual ground rent for this area 8% of the institutional rate on date of extension of lease i.e. 1.4.84.

II. Green Area:-

- (1) All areas other than built area will be construed as green area and will be licenced to the Club on an annual licence fee of Rs.1000/- per acre.
- (11) No construction shall be permitted in the green areas. The licence will seek prior permission of the licensor before making any further construction for the requirement of the game.

NOTE: Licence fee will stand revised every 10 years based on land rates prevailing on the date of revision.

- 2 -

III. Membership of the Club:-

There shall be one nominated officer of the Government on the Board of the Management/Managing Committee of the Club.

2. The extension of lease in favour of Indian Polo Association with effect from 1.4.93 shall be done on yearly basis till it shifts to alternative site.

3. This issues with the concurrence of Finance Division vide their U.O.No.253/FD(L)/92 dated 24.11.1992.

Yours faithfully,

S.K. Luthra

(S.K.Luthra)

Under Secretary to the Govt. of India.
Tele: 3018426

Copy forwarded to:-

1. Director of Audit, C&AM, New Delhi.
2. Finance Division (Lands), Min. of Urban Development.
3. Dir. General (W), CPWD, Nirman Bhavan, New Delhi.
4. Chief Architect, CPWD, New Delhi.
5. Chief Engineer (NDZ), CPWD, Nirman Bhavan, New Delhi.
6. Mrs. Meera Rajan, Joint Secretary, Min. of Human Resource Development, Deptt. of Youth Affairs and Sports, New Delhi.
7. P. to, U.D. Secretary (For Readers File).
8. Spare copies - 25.

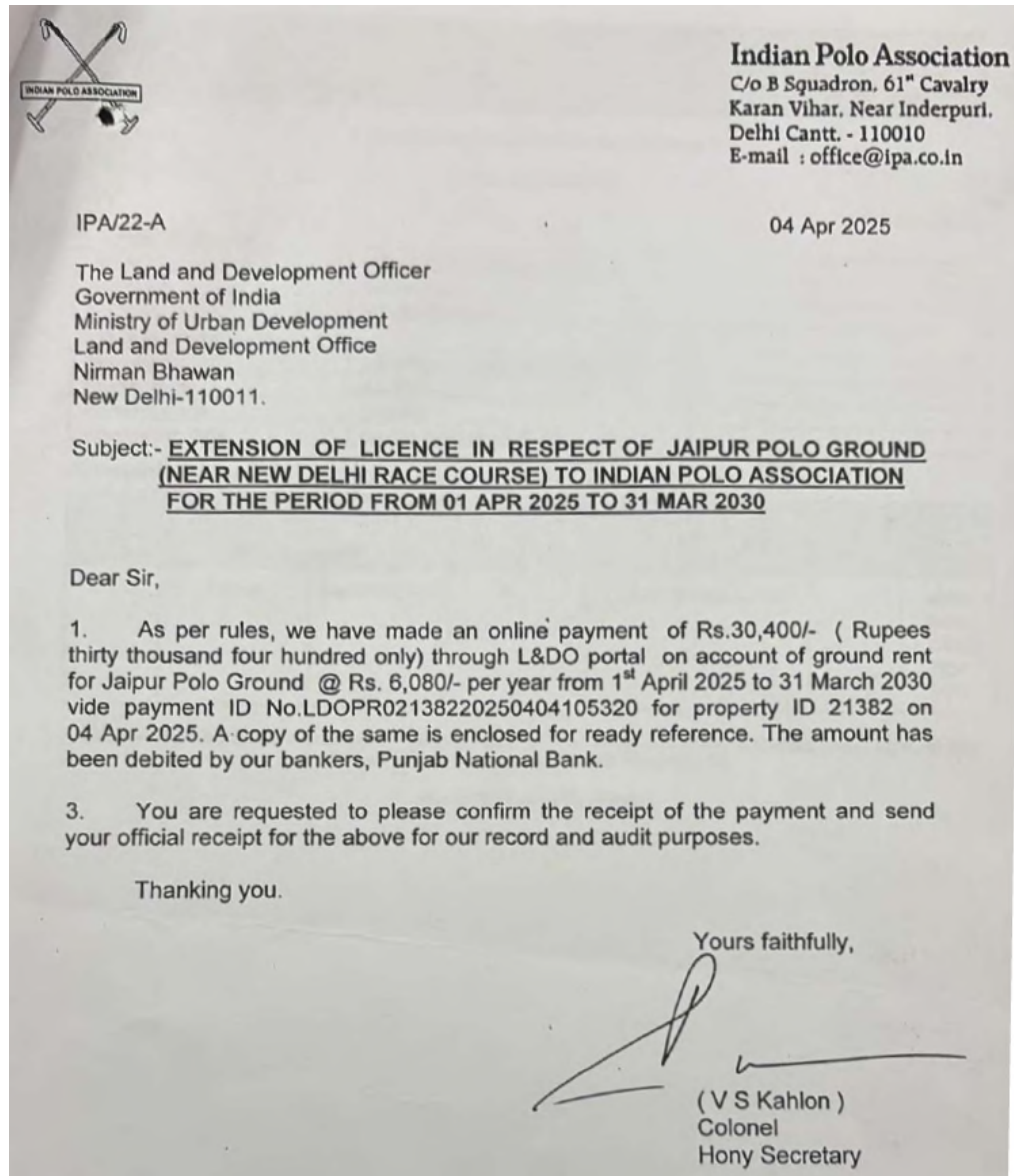
S.K. Luthra

(S.K.Luthra)

Under Secretary to the Govt. of India.



14. Learned Senior Counsel for the petitioner further submits that thereafter, there have been a number of letters from the Government demanding payment of the lease amount. He draws the attention of this Court to Letter dated 04th April, 2025, which is reproduced as under:



15. By referring to the aforesaid document, learned Senior Counsel for the petitioner submits that last the payment was made by the petitioner to the



Government of India on 04th April, 2025, which covers the period from 01st April, 2025 till 31st March, 2030.

16. He further draws the attention of this Court to Letter dated 04th April, 2025, which was received by the petitioner from the L&DO, wherein, they have acknowledged the aforesaid letter and receipt of amount.

17. Further, attention of this Court has also been drawn to the document showing the acknowledgment of the amount paid by the petitioner for the period till 31st March, 2030, in favour of the L&DO. The said document is reproduced as under:



**Acknowledgement of Online Payment
(Ground Rent)**

04-Apr-2025

1. Applicant Details

Name	INDIAN POLO ASSOCIATION
Mobile No.	9873201199
Email ID	office@ipa.co.in

2. Transaction Details

Payment ID	LDOPRO2138220250404105320
Reference No.	0404250006566
Payment Mode	ONLINE
Transaction Date	04-Apr-2025 10:58:59 Hrs.

3. Property Details

Property ID	Land Type	Property Type	Property Sub-Type	Colony	Block Number	Plot Number
21382	NAZUL	INSTITUTIONAL	PLOT	RACE COURSE ROAD	-	INDIAN POLO ASSOCIATION (737)

Received with thanks a sum of Rs. 30,400/- (Rs. Thirty Thousand Four Hundred only) against the Ground Rent for the mentioned Property ID.

Thank you for ePayment



18. By referring to the aforesaid documents, learned Senior Counsel for the petitioner, submits that the petitioner is the lessee who has paid the lease amount till April, 2030. He, thus, submits that the impugned Eviction Notice dated 12th March, 2026 wrongly records that the lease in favour of the petitioner has not been extended after 01st April, 1993.

19. He further submits that the petitioner has been in possession of the land in question for more than 75 years through his predecessor in interest. He, thus, submits that by way the impugned Eviction Notice dated 12th March, 2026, the respondent cannot seek to evict the petitioner with a notice of 15 days. He relies upon the judgment of the Supreme Court in the case of **Express Newspapers Pvt. Ltd. and Others Versus Union of India and Others, (1986) 1 SCC 133**, and in particular, relies upon the following paragraphs:

“xxx xxx xxx

85. For the sake of completeness, I wish to clear the ground of a possible misconception. Learned counsel appearing for Respondent 1 the Union of India while contending that the impugned notice dated March 10, 1980 was of an exploratory nature, fairly conceded that the lessor i.e. the Union of India must enforce its right of re-entry upon forfeiture of lease under clause 5 of the lease-deed by recourse to due process of law and wanted to assure us that there was no question of marching the army or making use of the demolition squad of the Delhi Development Authority or the Municipal Corporation of Delhi in demolishing the Express Buildings. As we felt that there was some ambiguity in the expression “due process of law”, we wanted a categorical answer whether by this he meant by a properly constituted suit. Without meaning any disrespect, the learned counsel adopted an ambivalent attitude saying that the due process may not only consist in the filing of a suit by the lessor or re-entry upon forfeiture of the lease but that in the case of lease of Government lands, the authorities may also take recourse to the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. I have no doubt in my mind that the learned counsel is not right in suggesting that the lessor i.e. the Union of India, Ministry of Works & Housing can in the facts and circumstances of the case, take recourse to the summary procedure



under that Act. The Express Newspapers Pvt. Ltd. having acted upon the grant of permission by the lessor i.e. the Union of India, Ministry of Works & Housing to construct the new Express Building with an increased FAR of 360 together with a double basement was clearly not an unauthorised occupant within the meaning of Section 2(g) of the Act which runs as under:

“2 (g) ‘unauthorised 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 reason whatsoever.”

86. The Express Buildings constructed by Express Newspapers Pvt. Ltd. with the sanction of the lessor i.e. the Union of India, Ministry of Works and Housing on plots Nos. 9 and 10, Bahadurshah Zafar Marg demised on perpetual lease by registered lease-deed dated March 17, 1958 can, by no process of reasoning, be regarded as public premises belonging to the Central Government under Section 2(e). That being so, there is no question of the lessor applying for eviction of the Express Newspapers Pvt. Ltd. under Section 5(1) of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 nor has the Estate Officer any authority or jurisdiction to direct their eviction under sub-section (2) thereof by summary process. Due process of law in a case like the present necessarily implies the filing of suit by the lessor i.e. the Union of India, Ministry of Works & Housing for the enforcement of the alleged right of re-entry, if any, upon forfeiture of lease due to breach of the terms of the lease.

xxx xxx xxx

R.B. Misra, J.— I have perused the judgment prepared by brother Justice A.P. Sen as also the judgment of brother Justice E.S. Venkataramiah. While I agree that the impugned notices threatening re-entry and demolition of the construction are invalid and have no legal value and must be quashed for reasons detailed in the two judgments, which I do not propose to repeat over again. I am of the view that the other questions involved in the case are based upon contractual obligations between the parties. These questions can be satisfactorily and effectively dealt with in a properly instituted proceeding or suit and not by a writ petition on the basis of affidavits which are so discrepant and contradictory in this case.

207. The right to the land and to construct buildings thereon for running a business is not derived from Article 19(1)(a) or 19(1)(g) of the Constitution but springs from the terms of contract between the



parties regulated by other laws governing the subject viz. the Delhi Development Act, 1957, the Master Plan, the Zonal Development Plan framed under the Delhi Municipal Corporation Act and the Delhi Municipal Bye-laws, 1959 irrespective of the purpose for which the buildings are constructed. Whether there has been a breach of the contract of lease or whether there has been a breach of the other statutes regulating the construction of buildings are the questions which can be properly decided by taking detailed evidence involving examination and cross-examination of witnesses.

xxx xxx xxx”

20. By referring to the aforesaid judgment, learned Senior Counsel for the petitioner submits that the Supreme Court has laid down in categorical terms that in cases, where the land is sought to be taken over from a lessee, the lessor, i.e., Union of India, would have to follow the due process of law. He, thus, submits that the impugned Eviction Notice is bad in law on that ground.

21. He further draws the attention of this Court to the *Document-14* attached with the present petition, i.e., Letter dated 17th August, 2006, issued by the Ministry of Urban Development, L&DO, Government of India to the petitioner, which is reproduced as under:

Speed Post/Registered Post


Government of India
Ministry of Urban Development
Land and Development Office
Nirman Bhawan, New Delhi-110 011

No. L&DO/ LS2B/ 1242 Date: 017Aug-2006
Property Id: 16452 Computer Code: 100005316 Inspection Id: 638

To
✓ The Secretary, Indian Polo Association
C/o The Presidents Body Guard
Rastrapati Bhawan
New Delhi
Pin: 0

Sub: Notice served on the lessee to remedy the breaches before exercising re-entry powers for unauthorised construction/misuse of Club- / -/ RACE COURSE ROAD, New Delhi/Delhi.

Dear Sir/Madam,

On inspection of the above premises on 13-Jun-2006 the following breaches were noticed at site by the Inspection Officer:-



a) Misuse on Leased Land Not Found

b) Unauthorised Construction on Leased Land

Sno.	Inspected Type	Floor	Breach/Use	Location	Details	Length	Breadth	Area/WPL/BPL	Objectior Reason
1	Completely Done	Ground	Institutional	GF	U/a ACC sheet shed has been constructed.	25 Y - 6 In	25 Ft - 0 In	637.5 NIL WPL: 637.5 BPL: 0	Yes/

c) Encroachment on Government Land Not Found

d) Merger of Properties on Leased Land Not Found

e) Sub-Division of Properties on Leased Land Not Found

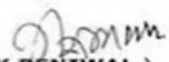
2. These breaches are in contravention of clause / clauses of the Lease Deed/Agreement for lease/Allotment letter/Terms of allotment.

3. You are, therefore, hereby required to remedy the breaches within 30 days from the date of receipt of this notice failing which action to re-enter the premises under clause of the lease deed will be taken against you without any further notice in the matter.

4. You are also liable to pay the damage/misuse charges (which will be intimated to you in due course) for having committed the breaches of the terms of the lease deed shown in Para-1 above for the period of their existence.

5. In case you have any point to clarify in connection with the above notice, you may kindly see the undersigned by the prior appointment on Telephone 23061296 between 2.00 P.M. to 4.00 P.M. in the afternoon within a week of the date of receipt of this notice. It may, however, be clearly understood that your inability to avail of this opportunity of personal hearing/discussion will not be accepted as a ground for not taking further action in the matter under the terms of the lease deed.

Yours faithfully,


(H K BENIWAL)

DEPUTY L&DO VI

For and on behalf of the President of India

Copy to: Accounts Section


(H K BENIWAL)
DEPUTY L&DO VI

22. By referring to the aforesaid letter, learned Senior Counsel for the petitioner submits that as late as 2006, the petitioner has received a letter for



misuse of the leased land from the Government of India. He, thus, submits that the contention of the Government that the lease in favour of the petitioner has not been extended after the year 1993, is totally wrong, and is not acceptable.

23. He further draws the attention of this Court to Clause V of the Lease Deed, which is reproduced as under:

“xxx xxx xxx

V. Except where otherwise provided in this contract of lease, all questions and disputes relating to the observance, fulfilment or breach of the terms of this contract, shall be referred to the sole arbitration of the Chief Engineer, Central P.W.D. or his nominee in the manner provided by law relating to arbitration for the time being in force, who after investigation as he may think proper, shall deliver his award which shall be final conclusive and binding on all the parties to the contract.

xxx xxx xxx”

24. By referring to the aforesaid, learned Senior Counsel for the petitioner submits that there is an arbitration clause, on account of which, the present petition under Section 9 of the Arbitration Act has been filed.

25. In response, learned Standing Counsel for the Union of India submits that as of today, there is no valid lease existing in favour of the petitioner. He submits that the lease of the petitioner expired in the year 1993, and, thus, he submits that post 1993, the status of the petitioner is only as a tenant by sufferance and not a lessee as such.

26. Learned counsel for the Union of India further draws the attention of this Court to the Eviction Notice dated 12th March, 2026, to submit that the said notice has not been issued by the respondent on the basis of violation of lease conditions. He submits that the said notice has been issued by the Government with respect to using the said land for a larger public purpose and benefit.



27. He submits that the land in question abuts the residence of the Prime Minister of the country and is situated in the centre of Delhi. He, thus, submits that the respondent, as the land owning agency, seeks to develop the land for larger public purposes.

28. He further submits that previously, in the writ petition filed by the petitioner, the petitioner had referred itself as a licensee.

29. He further draws the attention of this Court to the representation of the petitioner dated 17th March, 2026, wherein, in Para 24, the petitioner again has referred to the occupation of the petitioner as a licensee. He, thus, submits that even to the understanding of the petitioner, the petitioner was only a licensee and not a lessee.

30. He submits that the Government shall take appropriate steps in accordance with law for recovery of possession, in case the land in question is not handed over to the Government in terms of the Eviction Notice dated 12th March, 2026.

31. Learned Standing Counsel for the Union of India further submits that the Clause V of the Lease Agreement, as relied upon by the petitioner, shall not be applicable to the facts of the present case, as the said clause pertains to reference of disputes to an Arbitrator, only in cases where there is a dispute with regard to violation of the terms and conditions of the Lease Deed.

32. He submits that in the present case, the Eviction Notice dated 12th March, 2026 is not on the basis of the any violation of the Lease Deed and has been issued only for the purposes of recovery of the possession of the land for development of the land by the Government, for the benefit of the public. He, thus, submits that the contention of the petitioner, with regard to



reference of the matter to arbitration, is not correct.

33. *Per contra*, in response, learned Senior Counsel for the petitioner disputes the submissions made on behalf of the Government. He submits that there is valid arbitration clause and that the petitioner is also in the process of invoking the arbitration clause today itself.

34. He submits that he is carrying a letter today which shall be duly communicated to the respondent for invoking the arbitration clause.

35. Learned Senior Counsel for the petitioner also disputes the submission that the petitioner is only a licensee and reiterates his submission that the petitioner is a lessee.

36. Having heard learned counsels for the parties, this Court leaves the question as regards applicability of arbitration clause in the present case open.

37. This Court notes the submission made on behalf of the Government that in order to take possession of the land in question, they shall initiate appropriate proceedings for eviction and recovery of the possession.

38. Accordingly, this Court binds the Government not to evict the petitioner on the basis of the Eviction Notice dated 12th March, 2026.

39. In case the Government seeks to resume the land in question, the Government shall initiate appropriate proceedings, in accordance with law, and follow due process of law.

40. Accordingly, it is directed that the petitioner shall not be dispossessed on the basis of the Eviction Notice dated 12th March, 2026. Any action, which is sought to be taken against the petitioner, shall be subject to any proceedings initiated by the Government, in accordance with law.

41. Rights and contentions of all the parties are kept open, to be taken up



in appropriate proceedings.

42. With the aforesaid directions, the present petition, along with pending application, is disposed of.

MINI PUSHKARNA, J

MARCH 25, 2026/au