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

+ W.P.(C) 5394/2016 & CM Nos.22499/2016 & 34571/2016

SINDHI EDUCATION SOCIETY Petitioner

Through: Mr Dinesh Agnani, Sr. Advocate with
Mr K. R. Manjani, Advocate.

versus

THE SECRETARY, MINISTRY OF URBAN
DEVELOPMENT & ANR Respondents

Through: Mr Amit Mahajan, CGSC with Mr
Apoorv Singhal, Advocate for UOI.
Mr Ajjay Arora with Mr Kapil Dutta,
Advocates for SDMC.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **28.03.2019**

1. The petitioner has filed the present petition, *inter alia*, impugning letters dated 11.04.2013 and 01.01.2016 issued by respondent no.2 (L&DO) raising demands in respect of damage charges; charges for belated construction; and ground rent in respect of land leased to the petitioner.
2. The petitioner is a society formed for the charitable purpose of providing education. The petitioner society was leased two parcels of land. The first parcel measuring 12.03 acres located in Lajpat Nagar was leased by a Lease Deed dated 15.03.1961. The second parcel of land, which is adjacent to the first parcel of land, was leased by way of a Lease Deed dated 29.07.1980.
3. The petitioner society has established two schools on the aforesaid leased premises.

4. Insofar as the levy of ground rent is concerned, there is no dispute and the petitioner had paid the same. The principal dispute arises in relation to the charges for belated construction. It is the petitioner's case that the construction was raised after due sanction. The same was also expanded for admitting additional students. It is not disputed that the petitioner is a society and is running two schools from the said premises, one of which is a Government Aided school.

5. Mr Agnani, learned senior counsel appearing for the petitioner submit that there is ample material on record to show the period during which the building was constructed and the same were also inspected by the various authorities.

6. He submits that the only reason why demand has been raised is that the Completion Certificate of the building is not available with the petitioner. This issue requires consideration.

7. He further states that the school caters to students who are from are from relatively lower income strata, and enforcement of the demand as raised would actually result in closure of the said schools.

8. Admit.

9. In the meantime, the respondents are restrained from taking any coercive steps for recovery of the impugned demand on account of delay in construction. It is clarified that the petitioner would continue to pay the other charges such as ground rent.

VIBHU BAKHRU, J

MARCH 28, 2019

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