

DELHI CANTONMENT BOARD

Proceedings of the Civil Area Committee Meeting of Cantonment Board held on 05.03.2019 at 1530 hrs in the Conference Room of Delhi Cantonment Board .

MEMBERS PRESENT

1.	Col. Narender Chaudhary (Retd)	Vice-President
2.	Sh. Puspendra Singh, CEO	Member-Secretary
3.	Smt. Kadiyan Rachna	Elected Member
4.	Smt. Jain Kavita	Elected Member
5.	Sh. Jagat Singh	Elected Member
6.	Sh. Beniwal Nand Kishore	Elected Member
7.	Sh. Vimal Chowdhary	Elected Member
8.	Smt. Chaudhary Priyanka	Elected Member

MEMBERS ABSENT

1.	Brig. Manash Biswas, SEMO	Ex-officio Member
2.	Maj. Kuldeep Kumar, GE Project (East)	Ex-officio Member
3.	Sh. Tanwar Sandeep	Elected Member

1. OATH

Oath of the SEMO, Ex-officio Member of Delhi Cantonment Board u/s 17 of the Cantonments Act, 2006.

1. SEMO, Ex-officio-Member of Delhi Cantonment Board was absent. He would take the oath when he attends the meeting next.

2. MUTATION/SUBDIVISION OF SITE OF LEASE HOLD RIGHTS IN SY NO. 52/15, SHASTRI BAZAR, DELDI CANTT.

Ref: The minutes of the proceedings of the CBR No. 40 dated 24.09.2018.

The case relates to joint mutation of 25 persons in interest in the lease hold rights in Sy No. 52/15, Shastri Bazar, Delhi Cantt.

1. The proposal for joint mutation, as applicable for their respective shares in the leased land, and subdivision of lease hold rights of GLR Sy. No. 52/15, Shastri Bazar, Delhi Cantt., in respect of 25 cases where all requisite documents were found in order and acceptable, was submitted to the Principle Director, Defence Estates, Western Command vide this office letter No. DCB/21/L-1/20(52/15)2016 dated 03.08.2016 for condonation of breach of lease condition 1(8) of the lease deed, after due consideration and recommendations of the Board vide CAC/CBR No. 2/2 dated 18.03.2016/11.05.2016.


(CEO, Member-Secretary)

Page 1 of 15


(Chairman)

2. Sanction for condonation of the breach of condition 1(8) of lease deed in respect of 25 persons-in-interest was conveyed vide the Directorate DE, WC vide their letter No. 21/1091/Lands/DE/WC/RMS-29140 dated 16.01.2018. The principal Director WC, vide their letter of even No. dated 22.02.2018, also asked the DCB to furnish an extract of GLR showing the names of the sub-lessees, as sanctioned, and to initiate a proposal for allotment of subsidiary survey Nos. However, before handing over charge of the office consequent upon his transfer from the office, the then CEO appended a note in the file with certain observations regarding encroachments and allegation of bribery and corruption in the case.

3. The matter was placed before the CB and it was decided Vide CBR No. 40 dated 24.09.2018 that the matter should be placed before the Civil Area Committee along with Legal opinion in the matter.

4. The case was referred to the Ld. Additional Solicitor General of India vide our letter dated 10.10. 2018 for his valued opinion. Requisite clarifications, as sought by the Ld ASG, were also furnished to him. Shri Aman Lekhi, the Ld ASG, furnished his valued opinion in the matter vide his letter dated 26 December 2018. The ASG has opined that "it would be appropriate for the competent authority to proceed with the mutation in the 25 cases, if all requirements are satisfied".

5. Mutation is still pending and the interested persons are restive.

Relevant file is placed on the table for discussion.

2. Considered. The case was discussed in detail.

Smt. Kavita Jain presented a paper mentioning that the Board had taken a welcome step to mutate the properties which were pending since long. She expressed the hope that henceforth all cases of mutation shall be dealt with similar expedition. It was assured by the Member-Secretary that all actions for mutations, which conform to the policies and rules, shall be attended to. Smt. Jain requested to keep the paper on record.

Sh. Sandeep Tanwar suggested that all pending cases of mutation which come under the ambit of the Govt. policies as enunciated vide MoD letters dated 10.03.2017 & 31.12.2018 should receive due consideration and dealt with expeditiously. The member secretary assured the house that mutation which conform to the polices and rules will be expeditiously mutated.

The Chairman stated that all other cases of mutation should be given top priority and there should be time bound action plan in place. This view point was also endorsed by other Members.

It was unanimously resolved by the Chairman and all Members that in view of the sanction for condonation of the breach of condition 1(8) of lease deed in respect of 25 persons-in-interest, as conveyed vide the Directorate DE, WC vide their letter No. 21/1091/Lands/DE/WC/RMS-29140 dated 16.01.2018, and the opinion of the Ld. Additional Solicitor General of India vide his letter dated 26 December 2018, Joint mutation be carried out in the GLR in respect of the 25 cases of Sy. No. 52/15, Shastri Bazar, Delhi Cantt.


(CEO, Member-Secretary)


(Chairman)

3. **MUTATION/EXTENSION OF LEASE HOLD RIGHTS OF SY. NO. 52/6, SHASTRI BAZAR, DELHI CANTT.**

1. The proposal for condonation of breach of lease condition 1(8) of the lease deed and subdivision of lease hold rights in two parts of GLR Sy. No. 52/6, Shastri Bazar, Delhi Cantt. admeasuring 7500 Sq.ft. was submitted to the Principle Director, Defence Estates, Western Command vide this office letter No. DCB/21/L-1/6(52/6) dated 06.06.2018 after consideration of the Board vide CAC/CBR No. 2/3 dated 22.02.2018/05.03.2018.

2. The proposal dated 06.06.2018 is pending with the Dte. DE, for sanction of the competent authority in respect of the following:-

a) Joint mutation in respect of area measuring 3750 Sq.ft. i.e. half portion in Sy.No.52/6, Shastri Bazar Delhi Cantt in favour of the following persons, subject to condonation of breach of lease condition 1(8) of lease deed by the competent authority in respect the case of Sh. Brij Raj Sethi:-

- i. Sh. Vikas Rastogi s/o Sh. Om Prakash Rastogi
- ii. Sh. Vikul Rastogi s/o Sh. Kedar Nath Rastogi
- iii. Sh. Ved Prakash Rastogi
- iv. Smt. Prem Lata
- v. Sh. Brij Raj Sethi
- vi. Smt. Narinder Kaur
- vii. Sh. Kailash Chand & Sanjay Kumar
- viii. Sh. Anil Bhatia & Smt. Raj Bhatia.

b) Sub-division of lease hold rights by allotting subsidiary survey no.52/6/1 for the portion measuring 3750 sq ft. jointly in favour of above mentioned eight claimants

c) Mutation in respect of area measuring 3750 Sq.ft. i.e. half portion in Sy.No.52/6, Shastri Bazar Delhi Cantt jointly in favour Sh. Ashok Kumar Rustagi and Sh. Deepak Rastagi s/o Smt. Bali Devi w/o Sh. Pyare Lal Rustagi.

d) Sub-division of lease hold rights by allotting subsidiary Sy. No.52/6/2 for the portion measuring 3750 sq ft. in favour of Sh. Ashok Kumar Rustagi and Sh. Deepak Rastogi.

3. The full & final term of the lease has been expired on 30.09.2018. Further the Dte. DE Western Command vide their letter No. 21/4096/L/DE/WC/RMS-24410 dated 14.09.2018 instructed this office to include renewal/extension of lease of Sy. No. 52/6 w.e.f. 01.10.2018 to 31.12.2018 in the proposal as per Para 1 B(a) of Govt. of India, Ministry of Defence letter No. 11013/2/2016/D(lands) dated 10.03.2017. Accordingly, the lease rent /occupation charges in respect of the subject premises is assessed by this office w.e.f. 1.10.2018 to 31.12.2018 (03



(CEO, Member-Secretary)



(Chairman)

months) amounting to Rs. 6,00,207/- for the total area measuring 7500 Sq.ft. The details of each sub-division are given below:-

Sr. No	Name of lessees/Purchasers of lease hold rights/ occupiers reported to this office	Area as per record	Lease rent payable for period 01.10.2018 to 31.12.2018 03 months (in Rs.)	Total lease rent Payable upto 31.12.2018 (in Rs.)
1.	(i) Sh. Vikas Rastogi s/o Sh. Om Prakash Rastogi, (ii) Sh. Vikul Rastogi s/o Sh. Kedar Nath Rastogi, (iii) Sh. Ved Prakash Rastogi, (iv) Smt. Prem Lata, (v) Sh. Brij Raj Sethi, (vi) Smt. Narinder Kaur, (vii) Sh. Kailash Chand & Sh. Sanjay Kumar, (viii) Sh. Anil Bhatia & Smt. Raj Bhatia	3750 Sq.ft. or 348.51 Sq.mt. (Commercial – 141.93 Sq.mt. & Residential – 206.58 Sq.mt.)	3,03,877	6,00,207
2.	Sh. Ashok Kumar Rustagi & Sh. Deepak Rustagi	3750 Sq.ft. or 348.51 Sq.mt. (Commercial – 108.20 Sq.mt. & Residential – 240.31 Sq.mt.)	2,96,330	

4. The demand notice for levy of lease rent/occupation charges was issued to the abovementioned persons-in-interest vide this office letter No. DCB/21/L-1/6(52/6)/Extension of lease dated 30.11.2018. The 08 cheque amounting Rs. 3,03,877/- from the following occupiers mentioned (at Sr. No. 1) are received against lease rent for extension of lease w.e.f. 01.10.2018 to 31.12.2018 for the half portion measuring 3750 Sq.ft.

Sr. No.	Name	Bank Name & Cheque No.	Amount in Rs.
1	(i) Sh. Vikas Rastogi	HDFC Bank, 000012	32,968
	(ii) Sh. Vikul Rastogi	VIJAYA Bank, 631791	32,968
	(iii) Sh. Ved Prakash Rastogi,	VIJAYA Bank, 801517	32,968
	(iv) Smt. Prem Lata,	PNB, 388213	54,325
	(v) Sh. Brij Raj Sethi,	PNB, 015385	54,325
	(vi) Smt. Narinder Kaur,	PNB, 315071	35,113
	(vii) Sh. Kailash Chand & Sh. Sanjay Kumar,	VIJAYA Bank, 532083	19,090
	(viii) Sh. Anil Bhatia & Smt. Raj Bhatia	VIJAYA Bank, 575672	19,000
		PNB, 223718	23,120
		Total	3,03,877

P r a

5. The persons-in-interest mentioned at (Sr. No. 2) namely Sh. Ashok Kumar Rustagi & Sh. Deepak Rustagi have not applied for extension of lease as well as no lease rent has been submitted yet for the remaining half portion of Sy. No. 52/6 as per demand notice dated 30.11.2018 served to them.

6. It is pertinent to mention here that the provisions of the interim policy of MoD dated 10.03.2017 has been further extended upto 31.12.2019 or till finalization of policy, whichever is earlier, vide the Government of India, Ministry of Defence letter No. 11013/2/2016/D(lands) dated 31.12.2018. As the Occupation Charges have been received for the period up to 31.12.2018, at present the case for extension of the lease only up to 31.12.2018 is being processed

7. In view of the above, the CAC may consider the following:-

- (i) Submission of proposal to the PDDE, WC for condonation of breach of condition 1(8) of the lease deed in respect of case of Sh. Brij Raj Sethi.
- (ii) Joint mutation in the GLR.
- (iii) Extension of lease in respect of persons-in-interest mentioned at Sr. No. 1 above against half portion of Sy. No. 52/6, admeasuring 3750 Sq.ft., as directed by the Dte. DE, WC.

Relevant file is placed on the table.

3. Considered. The case was discussed in detail.

Smt. Kavita Jain pointed out that there exists a Mobile Tower on the terrace of one of the premises and wanted to know if commercial rates have been levied for the premises concerned. She suggested that such premises should be considered as a single commercial unit and assessed as such. It was mentioned by the Member-Secretary that the imposition of commercial rates was relevant only in respect of such portion of the premises which were being used for commercial purposes.

It was also agreed by the member secretary that this point raised by Smt. Kavita Jain shall be examined before proposal is initiated for necessary sanction of the competent authority, as resolved.

It was unanimously resolved as follows:-

- (i) Extension of lease in respect of 8 persons-in-interest upto 31.12.2018 against half portion of Sy. No. 52/6, admeasuring 3750 Sq.ft. as directed by the Dte. DE, WC.
- (ii) In case the remaining persons in interest deposit the rent as per the demand notice, their cases may also be considered on merit of each case.
- (iii) Simultaneously, action for Issue of demand notice for the period from 01.01.2019 to 31.12.2019 may also be taken.

(CEO, Member-Secretary)

(Chairman)

4. **MUTATION/EXTENSION OF LEASE HOLD RIGHTS OF PLOT BEARING SY. NO. 52/4 (PART), SHASTRI BAZAR, DELHI CANTT.**

Reference CAC/CBR No. 1/3 dated 23.02.2018/05.03.2018.

1. The CAC/CBR vide above resolutions considered and approved the revised occupational charges/lease rent calculated on the basis commercial/mixed/residential use, as applicable, and resolved to issue the amended demand notices of occupation charges in terms of relevant STR, except in respect of those persons- in-interest who filed writ petitions before the Hon'ble High Court of Delhi against the demand notice. Accordingly, amended demand notices/reminders were issued to concerned persons-in-interest of Sy. No. 52/4 Shastri Bazar, Delhi Cantt.
2. In response to the revised demand notices only Sh. Padam Jain & Smt. Kavita Jain have deposited the lease rent amounting Rs. 3,31,668.00 (for property No. III/1/10) & Rs. 5,06,059.00 (for back portion of Shop No. III/1/10) respectively, through RTGS dated 28.12.2018 (total collective amount of Rs.8,37,727.00). The amount of occupational charges /lease rent paid pertains to period from 15.01.2017 to 31.12.2018. The lease had expired on 14.01.2017.
3. The brief facts of the case are as under:-
 - (i) Land measuring 22,500 sqft. (225'x100') comprising GLR Sy. No. 52/4, Shastri Bazaar, Delhi Cant is a lease hold property, classified as 'B-3' land and is situated inside the notified civil area of Delhi Cantonment under the management of Delhi Cantonment Board. The land was originally leased out in favor of M/s Bhola Ram & Sons w.e.f. 15.01.1927 for a period of 30 years in schedule VI of CLA Rules 1925, renewable at the option of lessees up to 90 years for the purpose of 'dwelling house and shops'. Later, the same was mutated in the name of Sh. Som Nath and Sh. Mohinder Nath sons of Late Sh. Jaswant Rai. The sanction of second and third term of lease renewal was accorded by the competent authority in schedule IV of CLA Rules 1937. The renewal deed for IIIrd term of lease could not be executed due to demise of one co-lessee Sh. Leel Dhar Minocha c/o Late Smt. Dhamyanti Mincha. However, the full term of lease of 90 years expired on 14.01.2017.
 - (ii) Sh. Som Nath and Sh. Mohinder Nath had sold the lease hold rights of a part of the property to Smt. Damyanti Minocha & Sh. Harcharan Singh Bawa, Sh. Gurmit Singh Bawa and the mutation was carried out jointly in General Land Register. The last GLR entry stands in the name of the following:-



(CEO, Member-Secretary)



(Chairman)

Sr.No.	Name	Area in Sq.ft.
1.	Smt. Damyanti Minocha W/o Sh. Leel Dhar	3276 sqft.
2.	Sh. Harcharan Singh Bawa, Gurmit Singh Bawa S/o Sh. Surjit Singh Bawa	2250sqft.
3.	Sh. Som Nath, Mohinder Nath Sons of Sh. Jaswant Rai	16974 sqft.

(iii) Shri Som Nath S/o Jaswant Rai (Co-lessee) expired on 17.01.2005. However, during his life time Shri Som Nath S/o Jaswant Rai had made a General Power of Attorney in favour of his son Shri Aman Nath, authorizing him to do all acts, deeds, and property transactions on his behalf. Shri Som Nath had also made a Will bequeathing his properties in favour of his son namely, Shri Aman Nath.

(iv) Shri Aman Nath S/o Som Nath and Shri Mohinder Nath S/o Jaswant Rai sold the lease hold rights of the entire part of their property i.e. built up as well as open land, to various persons by way of executing sale deeds, except one shop which is under tenancy of Smt Kamla Sood.

4. The total area of Sy. No. 52/4 is 22500 Sq.ft. which stands subdivided into 21 parts by way of sale/purchase/inheritance. Two of the purchasers in these transactions are Shri Padam Jain & Kavita Jain jointly (483 Sq.ft.) and Smt Kavita Jain W/o Shri Padam Jain (1120 Sq.ft.), vide sale deeds dated 18.05.2001 and 08.02.2010 respectively. The brief of these two cases are as under:-

(i) **Property No. III/1/10 measuring area 483 Sq.ft.-** As regards the sale/purchase transactions in respect of Shop No. III/1/10 measuring 483 Sq.ft., Sh. Aman Nath and Sh. Mohinder Nath sold the lease hold rights to Sh. Kasturi Lal Bhatia vide sale deed dated 15.10.1999, who further sold the same to Sh. Padam Jain and Smt. Kavita Jain vide sale deed dated 18.01.2001.

(ii) **Property back portion of Shop No. III/1/10 -** As regards sale/purchase of lease hold rights in respect of back portion of Shop No. III/1/10, Sh. Mohinder Nath s/o Sh. Jaswant Rai and Sh. Aman Nath S/o Sh. Som Nath sold the lease hold rights of the portion measuring 9034 Sq.ft. (built up & vacant land) to Sh. Kuldeep Verma, vide sale deed dated 28.12.2006. Sh. Kuldeep Verma out of area measuring 9034 Sq.ft. gifted a portion measuring 1462.50 Sq.ft. to his wife Smt. Parveen Verma vide gift deed dated 15.01.2007. Thereafter Smt. Parveen Verma and Sh. Kuldeep Verma jointly sold the lease hold rights of a portion measuring 1120 Sq.ft. i.e. the back portion of Shop No. III/1/10 in favour of Smt. Kavita Jain w/o Sh. Padam Jain vide sale deed dated 08.02.2010.

5. The details of the payment of lease rent as per demand notice, for which lease hold rights have been purchased by Shri Padam Jain & Kavita Jain (property No. III/1/10) and Smt Kavita Jain (back portion of shop property No. III/1/10) out of Sy. No. 52/4 are as under:-



(CEO, Member-Secretary)



(Chairman)

Sr. No.	Name and address	Area (in Sq.ft.)	Period of lease rent paid		Period of lease rent paid
			15.01.2017 to 14.01.2018	15.01.2018 to 31.12.2018	
1.	Sh. Padam Jain & Smt. Kavita Jain, Prop. No. III/1/10	483.00	1,69,076/-	1,62,592/-	Total amount of Rs. 8,37,727/- paid through RTGS Rs. 6,00,000/- (Vijaya Bank) & Rs.2,37,727/- (ICICI Bank)
2.	Smt. Kavita Jain back portion of property No. III/1/10	1120.00	2,57,975/-	2,48,080/-	

Smt. Kavita Jain w/o Sh. Padam Jain, vide her letter dated 28.12.2018 requested this office to extend the lease for the portion pertaining to their properties in terms of the MoD Policy letter dated 10.03.2017 after condoning the breach of terms, if any.

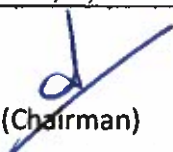
6. Further Smt. Kavita Jain w/o Sh. Padam Jain vide her letter dated 07.02.2019 intimated this office that Shri Padam Jain, vide registered release deed dated 25.01.2019, has relinquished his share of lease hold rights in her favour in respect property No. III/1/10 measuring 15'-8"x30'-10' (483 Sq.ft) which was purchased by Smt. Kavita Jain & Sh. Padam Jain jointly, vide registered sale deed dated 18.05.2001. Copy of the release deed dated 25.01.2019 has been furnished to this office. Smt. Kavita Jain has requested that consequent upon the relinquishment of her husband's share in the property in her favour, she is eligible for extension/mutation of entire property bearing no. III/1/10 measuring 15'8" x 30'10" and 16'x70' (Total area 1603 Sq.ft.) for which lease hold rights were purchased vide sale deeds dated 18.05.2001 & 08.02.2010.

7. Smt. Kavita Jain has further urged that the mutation of the property bearing Property No. III/1/10 for Tax purposes, approved earlier by the Board vide CBR No. 16 dated 29/11/2001 in joint names of Smt. Kavita Jain and Sh. Padam Jain, be amended in the favour of her and that demand notices for the property tax for total portion of land in the property purchased vide two sale deeds dated 18/05/2001 & 08/02/2010 (total area 1603 Sq.ft. or 148.98 Sq.mt.) be raised by the Board for payment by her only.

8. Besides above, two purchasers of lease hold rights/occupiers of Sy. No. 52/4 have also deposited the lease rent/occupation charges as per demand notice issued to them by this office. The details as are under:-

Sr. No.	Name and address	Area (inSq.ft.)	Period of lease rent paid		Remarks
			15.01.2017 to 14.01.2018	15.01.2018 to 31.12.2018	
1.	Sh. Vijay Kumar Sharma, Prop. No. III/1/1B	607.50	2,79,857	2,69,123	i) Cheque No. 042383 dt. 08.08.2017 ii) Cheque No. 043079 dt. 11.01.2018 for amounting Rs. 2,69,123


(CEO, Member-Secretary)


(Chairman)

2.	Sh. Ramni Bhatia & Dipin Bhatia, Prop. No. III/1/14	483.00	2,22,504	Rent Not Paid	i) Cheque No. 501535dt.0910.2017 for amounting Rs. 2,22,504
----	---	--------	----------	------------------	---

9. The cases of these two persons-in-interest are not being processed at this stage as Shri Vijay Kumar Sharma has challenged the Demand Notice as being exorbitant and the matter is sub-judice in the Hon'ble High Court and Shri Ramni Bhatia & Sh. Dipin Bhatia have not submitted the requisite documents.


10. It is pertinent to mention here that the provisions of the interim policy of MoD dated 10.03.2017 has been further extended upto 31.12.2019 or till finalization of policy, whichever is earlier, vide the Government of India, Ministry of Defence letter No. 11013/2/2016/D(lands) dated 31.12.2018. As the Occupation Charges have been received for the period up to 31.12.2018, at present the case for extension of the lease only up to 31.12.2018 is being processed in respect of area measuring 1603 Sq.ft.(148.98 Sq.mt.).

11. It is brought out that, at present there are 21 persons-in-interest in this lease hold property. Out of these 21 persons-in-interest 15 parties have filed Writ Petition in the Hon'ble High Court, challenging the demand notice and STR. Three persons have not reacted at all on the demand notices and have been advised once again to do the needful vide this office letter dated 27.12.2018. The four persons-in-interest have deposited the lease rent but one of them is a party in the suits pending in High Court. And one persons-in-interest has not furnished the requisite documents so far despite repeated requests by the Delhi Cantonment Board.

12. It may be pertinent to mention here in this context that one of the occupier/tenant of the recorded lessee of the property bearing No.III/1/3 in Sy.No.52/4 namely, Sh.Sudhir Sood, had made several complaints addressed to the then Hon'ble Defence Minister and other authorities alleging "**Misuse of Defence Land with Collusion of Officials of Delhi Cantonment Board for personal and Commercial interest in most Fraudulent, illegal, Arbitrary manner**". Detailed reports were submitted in the matter and the Ministry of Defence vide ID No.349/D(Q&C)/15 dt 27.04.2015, instructed this office to submit a proposals for determination of the leases in respect of each of cases involved. Accordingly, in compliance of the above directions of the MOD and resolution of the Board vide CBR No. 91 dated 22.08.2015, the proposal for determination of lease of Sy.No.52/4 Shastri Bazar Delhi Cantt was initiated vide this office letter No.DCB/21/L-1/8(52-4) dt 30.09.2015 for necessary sanction. However, no sanction for determination was accorded by the Competent Authority and the lease term of 90 years in this case expired on 14.01.2017. Consequently, the proposal for determination became infructuous.

13. In view of the above, the case for mutation/extension in terms of MoD letter dated 10.03.2017 can be processed only in respect of two persons-in-interest, namely, Smt. Kavita Jain & Sh. Padam Jain as narrated above.


(CEO, Member-Secretary)


(Chairman)

14. In the light of the position mentioned in paragraph 12 above, and subject to the condition that the issue of determination being treated as closed by the competent authority, the CAC may consider the following :

- (i) The areas Purchased jointly by Shri Padam Jain and Smt Kavita Jain Vide Sale Deed Dated 18.05.2001 (483 Sq.ft.) and thereafter release deed dated 25.01.2019 in favour of Smt. Kavita Jain by Sh. Padam Jain and that purchased by Smt Kavita Jain vide Sale Deed dated 08.02.2010 (1120 Sq.ft.) may be clubbed together and the consolidated area of 1603 Sq.ft. (148.98 Sq.mt.) may be reckoned as one unit and one case (148.98 Sq.mt.)
- (ii) Condonation of breaches of terms of clauses 1(6) and 1(8) of lease deed by the competent authority.
- (iii) Mutation and sub-division of site by allotting subsidiary survey No. of Smt. Kavita Jain.
- (iv) Extension of lease up to 31.12.2018.
- (v) Issue of demand notice for the period from 01.01.2019 to 31.12.2019.

Relevant file is placed on the table.

4. Considered. The case was discussed in detail.

It was resolved at the outset that as the case pertains to Smt. Kavita Jain, Member, she would not take part in the proceedings in respect of this particular agenda.

Smt. Priyanka Chaudhary mentioned that it would be more proper and appropriate if the Member pursue the cases of the general public and get them settled first before taking up their own cases. She wanted to know if there was any PPE Act proceedings pending in this case. At this, Sh. Alkesh Sharma, EE (officiating), was called in the meeting. He intimated that a case was initiated in 2012 under section 5(B) of the PPE Act, against Smt. Kavita Jain which was still pending and no order has been passed in the case. It was decided that the facts of the pending PPE Act proceedings against this case shall be brought out in the proposal to be initiated for the sanction of the competent authority. Further the Board, vide CBR No. 91 dated 22.08.2015 had resolved that due to violation of the lease conditions and in compliance of the directions contained in Ministry of Defence ID No. 349/D(Q&C)/15 dated 27.04.2015, proposal for determination be initiated for the leased site, bearing Sy. No. 52/4 Shastri Bazar, Delhi Cantt. Accordingly, the proposal for determination of lease of Sy. No. 52/4 was forwarded to the PDDE, WC, Chandigarh vide this office letter No. DCB/21/L-1/8(52/4) dated 30.09.2015. However, no sanction for determination was accorded by the Competent Authority and the full term of the lease i.e. 90 years of Sy. No. 52/4 has expired on 14.01.2017.

After due deliberations, the committee decided that subject to the condition that the issue of determination of the lease, as was proposed by the Board as per directions of the higher authorities, to process the case under for the following:-



(CEO, Member-Secretary)

Page 10 of 15



(Chairman)

- (i) The areas Purchased jointly by Shri Padam Jain and Smt.Kavita Jain Vide Sale Deed dated 18.05.2001 (483 Sq.ft.) and thereafter release deed dated 25.01.2019 in favour of Smt. Kavita Jain by Sh. Padam Jain and that purchased by Smt.Kavita Jain vide Sale Deed dated 08.02.2010 (1120 Sq.ft.) may be clubbed together and the consolidated area of 1603 Sq.ft. (148.98 Sq.mt.) may be reckoned as one unit and one case (148.98 Sq.mt.)
- (ii) Condonation of breaches of terms of clauses 1(6) and 1(8) of lease deed by the competent authority.
- (iii) Mutation and sub-division of site by allotting subsidiary survey No. in the case of Smt. Kavita Jain.
- (iv) Extension of lease up to 31.12.2018.
- (v) Subsequently, action for Issue of demand notice for the period from 01.01.2019 to 31.12.2019 may also be taken.

5. MUTATION/RENEWAL OF LEASE HOLD RIGHTS COMPRISING GLR SY. NO. 49/63, SADAR BAZAR, DELHI CANTT.

Reference CAC/CBR No. 3/2 dated 16.11.2017/24.11.2017.

2. As per GLR, the Sy.No.49/63, admeasuring 3000 Sq.ft stands in favour of the following:-

- | | | | |
|-------|--|---|-------------------------|
| (i) | Smt.Laxmi Devi w/o L.Lakhmi Chand | - | 1/3 rd share |
| (ii) | Sh.Sital Parsad Jain s/o Sh.Narain Dass Jain | - | 1/3 rd share |
| (iii) | Sh.Laxmi Narian & Sh. Jagbir Singh | - | 1/3 rd share |

The second term of lease of 30 years expired on 28.03.2006 and sub-division of site has taken place.

3. The CAC/CB vide its above referred resolution had recommended the following:-

- (i) *Renewal of lease for 1/3rd portion measuring 1000 sq.ft in Sy.No.49/63, Sadar Bazar in the name of Sh.Sital Parsad by allotting subsidiary Sy.No.49/63/1.*
- (ii) *Renewal of lease for 1/3rd portion measuring 1000 sq.ft in Sy.No.49/63, Sadar Bazar in the name of Sh.Laxmi Narain & Sh.Jagbir Singh by allotting subsidiary Sy.No.49/63/2.*
- (iii) *As the legal heirs of Smt.Laxmi Devi (recorded lessee) have not submitted the complete documents, the remaining portion, that is 1/3rd share of the property measuring area 1000 sq.ft, will remain in the name of Smt.Laxmi Devi and after allotment of subsidiary Nos., the area of land in Sy. No. 49/63 will be 1000 sqft.*

The committee further recommended that the proposal for renewal of lease w.e.f 29.03.2006 to 28.03.2036 and allotment of subsidiary Sy.Nos for the sub-divided portions be


(CEO, Member-Secretary)


(Chairman)

forwarded to the competent authority to consider the cases as per MOD policy letter dated 10.03.2017.

4. In pursuance of the above resolutions, a comprehensive proposal was submitted to the PDDE, WC vide this office letter No. DCB/21/L-1/20 (49/63) 2017 dated 16.01.2018 for obtaining sanction of renewal of lease for the period w.e.f 29.03.2006 to 28.03.2036 by allotting subsidiary Sy.Nos. for the subdivided portion with enhancement of rent by 50% per annum proportionately in favour of the following:-

Existing Sy.No, Area and Rent	Proposed Subsidiary Sy.No. & Area	Proposed Rent	Name of lessee
49/63, Sadar Bazar 3000 sq.ft Rs.67.50/-	i) 49/63/1 1000 sq.ft	33.75	Sh.Sital Parsad Jain
	ii) 49/63/2 1000 sq.ft	33.75	Sh.Laxmi Narain & Sh.Jagbir Singh
	iii) 49/63 1000 sq.ft	33.75	Smt.Laxmi Devi, recorded lessee.

5. The Dte. DE, WC vide their letter No. 7/1126/L/DE/WC/49-63 dated 09.04.2018, instructed this office that, in first instance, the proposal for renewal of lease is to be forwarded after taking action as under:-

- GLR extract showing mutation in the name of legal heir/purchaser.
- Site should be free from sub-division of site, change of purpose, encroachment on govt. land.
- If unauthorised construction exists please forward a certificate that un-authorized construction covered as per Delhi Cantonment Bye Laws is required.

The Directorate also directed that the cases for allotment of subsidiary Nos. be forwarded separately for obtaining govt. sanctioned.

6. The Dte. DE further reiterated vide their letter No. 7/1126/L/DE/WC/RMS-5867 dated 23.07.2018 that the proposal for allotting subsidiary Sy. No. was not under the purview of policy dated 10.03.2017 and advised DCB to forward comprehensive proposal to obtain Govt. sanction for allotment of subsidiary Sy. No. 49/63, Sadar Bazar, Delhi Cantt.

7. However, as per present rules and instructions on the subject, a proposal for sanction for sub-division of site and allotment of subsidiary Sy. No. can be initiated only in cases where there is a subsisting lease. In the present case, the lease expired on 28.03.2006 and renewal for the 3rd and final term of 30 years is due. A separate proposal for the sanction of sub-division of site and allotment of subsidiary sy Nos, as directed, will be initiated after execution of the lease deed for the 3rd term on receipt of the requisite sanction.

(CEO, Member-Secretary)

(Chairman)

As regards unauthorized construction, the Executive Engineer (offg) Delhi Cantonment Board vide report dated 27.07.2018 stated that "the existing construction in respect of properties occupied by Sh. Sital Parsad Jain & Sh. Laxmi Narain and Sh. Jagbir Singh have been perused with reference to existing building bye-laws. The existing construction does not fall in the ambit of composition as the construction is in violation of setbacks, ground coverage and FAR".

However, an undertaking has been furnished by the persons-in-interest to abide by the decision of the competent authority in this aspect. A view may be taken in the matter in terms of instructions in Para 5(v) of the policy letter dated 10.03.2017. The extract of policy letter dated 10.03.2017 is reproduced hereunder:-

5(v) "Cases of unauthorized constructions which are within the purview of the building bye-laws should be dealt with for demolition or regularization under the provisions of the Cantonment Act, 2006 and building bye-laws. The renewal of lease should not be linked with the unauthorized constructions".

8. As regard encroachment on Govt. Land the policy dated 10.03.2017 envisaged as under:-

"2C(a) If the adjoining land has been encroached upon by the lessee – The case of encroached land shall continue to be dealt with for eviction under the provisions of PPE Act, 1971 while the proposal for renewal of lease to the extent of authorized leased area only should be processed. A separate proposal shall be moved by the Cantt. Board, as per extant policy, for leasing out/outright sale of the adjoining area, if the same cannot be put to an independent municipal or public use, for obtaining suitable Govt. order/Cabinet approval.

The encroachment aspect can be dealt with separately as per rules."

9. Thereafter, the status of co-lessee of 1/3rd portion (1000 Sq.ft.) namely, Sh. Sital Parsad Jain in Sy. No. 49/63 has changed as he expired on 29.01.2018 the details are as under:-

CASE OF SH. SITAL PARSHAD JAIN S/O SH.NARAIN DASS JAIN, PROPERTY BEARING NO.1/229 MEASURING 1000 SQ.FT

The sanction of mutation/renewal/allotment of subsidiary Sy. No. was sought in favour of Sh. Sital Parsad (recorded co-lessee). Now, Smt. Bimla Devi Jain w/o Sh. Sital Parsad Jain vide her letter dated 14.11.2018 intimated this office that Sh. Sital Parsad Jain died on 29.01.2018 leaving behind two legal heirs.

- a) Bimla Devi Jain (widow)
- b) Kailash Jain (son)

Shri Kailash Jain, S/o Sital Parsad Jain has relinquished his share in the property in favour of his mother Smt. Bimla Devi Jain by a registered relinquishment deed. Smt Bimla Devi


(CEO, Member-Secretary)


(Chairman)

Jain has requested this office to mutate the property in her favour. She has submitted the following documents:-

- (i) Copy of relinquishment deed registered on 16.10.2018 with sub registered – VIIA, Sarojini Nagar, New Delhi in her favour.
- (ii) Copy of death certificate of Late Sital Parsad Jain.
- (iii) Affidavits
- (iv) Indemnity Bond.

CASE OF SH. LAXMI NARAIN & JAGBIR SINGH, PROPERTY BEARING NO.I/231 MEASURING 1000 SQ.FT

They are the recorded co-lessees of 1000 sq ft of area in Sy No. 49/63 and there is no change in status of their case.

CASE OF SMT. LAXMI DEVI, PROPERTY BEARING NO.I/230 MEASURING 1000 SQ.FT

The legal heirs of Smt. Laxmi Devi (recorded co-lessee of 1/3rd portion measuring 1000 Sq.ft.) have not submitted the complete documents yet, despite many requests. Their case for mutation etc. will be processed on receipt of complete authentic documents.

10. In view of the foregoing the CAC may consider the following:-

1. Mutation in favour of Smt. Bimla Devi Jain w/o Sh. Sital Parsad Jain in respect of portion measuring 1000 Sq.ft. pertaining to her husband.
2. Renewal of lease w.e.f. 29.03.2006 to 28.03.2036 with enhancement rent of 50% per annum in favour of (i) Smt. Bimla Devi Jain, (ii) Sh. Laxmi Narain & Sh. Jagbir Singh (recorded lessee) and (iii) Smt. Laxmi Devi (recorded lessee) jointly after obtaining the requisite sanction of the competent authority.

Relevant file is placed on the table.

5. Considered. The case was discussed in detail.

It was unanimously resolved as under:-

- (i) Mutation in favour of Smt. Bimla Devi Jain w/o Sh. SitalParsad Jain in respect of portion measuring 1000 Sq.ft. pertaining to her husband be effected.



(CEO, Member-Secretary)



(Chairman)

- (ii) Process the case for renewal of lease w.e.f. 29.03.2006 to 28.03.2036 with enhancement of rent by 50% per annum in favour of (i) Smt. Bimla Devi Jain, (ii) Sh. Laxmi Narain & Sh. Jagbir Singh (recorded lessees) and (iii) Smt. Laxmi Devi (recorded lessee) jointly after obtaining the requisite sanction of the competent authority.

The meeting ended with vote of thanks to the chair.



Member-Secretary
Civil Area Committee
Delhi Cantonment
05th March, 2019



Chairman
Civil Area Committee
Delhi Cantonment
05th March, 2019