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

% **Judgment pronounced on: 16.09.2025**

+ **W.P.(C) 14991/2024**

VINITA NAGPAL

.....Petitioner

Through: Mr. Avishkar Singhvi, Advocate
along with Mr. Kaushaljeet Kait,
Mr. Naved Ahmed and Mr. Daksh
Gupta and Ms. Akriti Manubarwala,
Advocates.

versus

UNION OF INDIA & ANR.

.....Respondents

Through: Ms. Manisha Agrawal Narain, CGSC
along with Mr. Sandeep Singh
Somaria and Mr. Nipun Jain,
Advocates for UOI.
Mr. Pinaki Mishra, Sr. Adv.
alongwith Mr. J. K. Bhola, Mr. Mohit
Mittal and Ms. Muskan Bhola,
Advocates for R-3.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

JUDGMENT

1. The present petition has been filed by the petitioner seeking that the respondent no.2/Defence Estate Office, Delhi Cantonment (hereinafter referred as “the DEO”) be directed to mutate the name of the petitioner in the proportionate area of land admeasuring 111.20 sq. mtrs. being Survey no. 11/1/20 known as Plot no. 20, Chanan Singh Park, Delhi Cantt -110010 (hereinafter referred as the “subject property”). Further, the petitioner also



seeks to assail (i) a letter dated 30.05.2016 issued by the respondent no.2, whereby, respondent no.2 declined to mutate the subject property in favour of the petitioner; (ii) the mutation entry in favour of respondent no.3/Ms. Parul Batra (impleaded *vide* order dated 11.04.2024 passed in the present proceedings) *qua* the subject property, entered in the land records dated 26.09.2016.

2. The background of the matter is that the consolidated property i.e., land admeasuring 417 sq. mtrs. bearing Survey no. 11/1, Chanan Singh Park, Delhi Cantonment (in which petitioner claims rights *qua* the subject property) was originally leased to one Mrs. Sudha Saronwala *vide* a lease dated 01.06.1985 (hereinafter referred as “the *Original Lease Deed*”). Subsequently, Mrs. Sudha Saronwala *vide* Sale Deeds dated 28.11.1996 and 08.10.2001(annexed as Annexure A1 and A2 respectively to the counter-affidavit filed on behalf of the respondent no.3) sold the build-up property along with her rights in the consolidated property in favour of the mother of respondent no.3 i.e., Late Mrs. Neeru Batra. Consequently, the property was mutated and the leasehold rights therein were further renewed for a period of 30 years *vide* a Renewal Deed dated 23.11.2007 in favour of Late Mrs. Neeru Batra.

3. Subsequently, Late Mrs. Neeru Batra *vide* sale deed dated 20.08.2014 (hereinafter referred as ‘the *Sale Deed*’), registered on 17.09.2014 transferred the first floor with 50% terrace rights including servant quarter in favour of the petitioner. The aforesaid transfer, *vide* communication dated 15.10.2014, was also intimated by Late Mrs. Neeru Batra to the respondent no.2 as under:

“*The Defence Estates Officer*



Delhi Circle

Delhi Cantt

Sub: Intimation under lease condition I(8) regarding transfer of rights through sale 20 Chanan Singh Park, Delhi cantt. Sy No. 11/1.

Dear Sir,

This is to submit intimation regarding transfer of right through sale to Smt. Vinita Nagpal W/o Sh. SC Nagpal, vide sale deed Reg. No. 11062, dt. 17/09/2014, in respect of the part built up area, open terrace, and ingress outgress rights through the common open land. Both parties to the sale deed have undertaken to abide by the lease terms and directions of the lessor.

The intimation is being given within the period of thirty days of registration/delivery of the sale deed on 17th Sep 2014.

It is requested that the DEOs land record/GLR may kindly be updated accordingly.

Sincerely

SD

Neeru Batra

Dated- 15-Oct 2014

20 Chanan Singh Park, Delhi Cantt"

4. The dispute between the parties have arisen in context of the subject property having been mutated in the name of respondent no.3, in the records of respondent no.2, pursuant to the death of Mrs. Neeru Batra on 09.02.2015. It is the case of the petitioner that the subject property has been mutated in favour of respondent no.3 in the year 2016 without issuance of any public notice and in denial of principles of natural justice. It is submitted that while mutating the subject property in favour of the respondent no.3, the concerned authority overlooked the fact that the petitioner by virtue of the said Sale Deed acquired leasehold rights in the subject property i.e., 111.2 Sq. Mts. out of 417.84 Sq. Mts. of the total area of the land.

5. Learned senior counsel on behalf of the petitioner submitted that the



petitioner having purchased the said property *vide* the Sale Deed dated 20.08.2014, together with the subsisting leasehold in respect thereof, are consequently also subject to terms and conditions of the Original Lease Deed. Therefore, in terms of Clause I (8) of the Original Lease Deed, a part of the property i.e., the subject property has been validly assigned/transferred to the petitioner herein. The said provision reads as under:-

“Clause I (8) Upon every assignment transfer or sub-lease of the premises hereby demised or any part, thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to the DEFENCE ESTATES OFFICER setting forth the names and descriptions of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof.”

6. Further, in terms of Rule 10 of the Cantonment Land Administration Rules 1937 (hereinafter referred as “*the CLAR, 1937*”), it was incumbent upon the respondent no.2 to make an entry in the General Land Register (hereinafter referred as ‘*the GLR*’) in respect of the transfer made in favour of the petitioner *vide* the said Sale Deed. The said Rule 10 of CLAR, 1973 is reproduced hereunder:

“10. Maintenance of General Land Register-(1) The Military Estates Officer shall maintain the General Land Register prepared under rule 3 in respect of all land, other than land in bazaars the management of which has been entrusted to, or vests in, the Board, and shall register all mutations in column 1 thereof, and shall enter therein.

i. every transfer of right of interest in land in the cantonment register under section 54, 59, 107 or 123 of the Transfer of property Act 1882, of which information has been sent to him under sub-section (2) of section 287 of the Cantonments Act 1924, or by the Board when such transfer necessitates an alteration of entries, in any of the columns of the register.”

7. Instead, however, it is submitted that upon death of Mrs. Neeru Batra



(from whom the petitioner allegedly acquired title), her daughter i.e., the respondent no.3 addressed a communication dated 26.10.2015 to the respondent no.2 stating as under:

“To,

Dated: 26 October, 2015

*The Defence Estate Officer
Office of DEO, Delhi Circle,
Delhi Cantt.*

*Subject: Transfer of Rights through Sale Deed: 20 Chanan Singh
Park, Delhi Cantt.*

Sir,

*Kindly refer to your letter no. 3/306/DEO/Plot No. 20/CH/III/dated
10th September, 2013, in this regard I am to write you as under:*

*1. As desired, I am inform you that Ms. Neeru Batra has expired on
9.2.2015 and I have already sent you written information in this regard
requesting you to mutate the property in the name of the undersigned as I
am the only daughter who has inherited the said property.*

*2. that as regards sale in favour of Ms. Vinita Nagpal, I am enclosing
copy of the sale deed by virtue of which my mother transferred only super
structure consisting of first floor with 50% terrace rights with no right in
respect of the lease hold land.*

3. This is for your kind consideration pleas.”

8. It is contended by the learned senior counsel on behalf of the petitioner that in the aforementioned communication, the respondent no.3 failed to disclose the scope and import of the Sale Deed executed in favour of the petitioner and instead erroneously stated that only a part of the superstructure was transferred to the petitioner with “no right in respect of the leasehold land”.

9. It transpires that respondent no.2 after taking note of the rival assertions of the petitioner and the respondent no.3, *vide* impugned letter



dated 30.05.2016 informed the petitioner that she does not have any legal right to get her name mutated in respect of the subject property. The said letter is reproduced hereunder:

"No. 3/306/DEO//Plot No. 20/CH/III/22

Office of DEO

Delhi Circle, Delhi Cantt

Dated 30, May, 2016

*To,
Smt. Vinita Nagpal
20, Chanan Singh Park
Delhi Cantt- 110010*

*Sub: Transfer of rights through sale deed in respect of Sy. No. 11/1/20,
known as 20, Chanan Singh Park, Delhi Cantt.*

Reference this office letter No. 3/306/DEO/Plot NO.20/CH/III/21 dated 18.05.2016.

2. After having examined the sale deed executed between you & Smt. Neeru Batra on 20.08.2024, it is revealed that you have purchased only the first floor of the sanctioned building alongwith ingress and egress rights on the ground floor.

3. Since no transaction is involved with regards to leased land it is stated that mutation of your name is G.L.R. maintained in this office cannot be done. You may however get your property recorded in Cantonment Board for taxation purposes."

10. Further, a letter dated 26.09.2016 was also issued by the respondent no.2 to the respondent no.3 stating as under:

"No. 3/306/CH/Plot No.20/27

Office of DEO

Delhi Circle, Delhi Cantt.

Dated 26, Sep, 2016

*To,
Ms. Parul Batra,
D/o Late Smt. Neeru Batra
Plot no.20, Chanan Singh Park
Delhi Cantt-110010.*



Sub: Mutation in respect of land measuring 4496 Sq. ft situated on G.L.R Sy. No.11/1/20, Known as Plot No.20, Chanan Singh Park, Delhi Cantt.

2. Taking cognizance of the documents submitted by you i.e. Death Certificate of recorded lessee, Smt. Neeru Batra & Sh. Sunil Batra, Succession Certificate dated 30.12.2015 issued by Patiala House Court and other requisite documents as sought for by this office, the lease hold rights in respect of the subject property has been mutated in your favour in place of your deceased mother Smt. Neeru Batra in the G.L.R. maintained by this office.

3. The mutation is subject to condition that you will abide all the terms & conditions of lease deed dated 01.06.1985, registered as No. 6463 in Addl. Book No.1, Vol. 4686 on pages 146 to 151 on 06.06.1985. The land and trees standing in the premises in question belongs to Government of India, Ministry of Defence.”

11. Consequently, the leasehold right in respect of the consolidated property including the subject property was mutated in favour of the respondent no.3 in place of her deceased mother, Mrs. Neeru Batra in the G.L.R maintained by the respondent no.2.

12. Despite the aforesaid, the petitioner continued to make representations to the respondent no. 2 for inclusion of her name as a co-lessee in respect of the subject property. Eventually, considering the representations made by the petitioner, respondent no.2 reopened the said issue for consideration.

13. While the petitioner persistently followed up with the concerned authority, representations dated 18.04.2024 and 30.04.2024 were also submitted by the respondent no.3, contending that mutation of the subject property cannot be re-visited/carried out in the name of the petitioner.

14. In the meantime, the public notice/s dated 19.04.2024 followed by another notice dated 22.05.2024, which were subsequently published in newspaper between 23.05.2024 and 24.05.2024 came to be issued by the respondent no.2. The same are in the following terms:



“PUBLIC NOTICE

The general public is hereby informed that a parcel of defence land measuring 4496 Sq. Ft. situated on GLR Sy. No.11/1/20 known as Plot No. 20, Chanan Singh Park, Delhi Cantt. was given on lease in Schedule VIII of CLAR, 1937 and leasehold rights were with Smt. Neeru Batra W/o Sunil Batra. The present recorded lease in General Land Register (GLR) of DEO Delhi Circle is Ms. Parul Batra D/o Smt. Neeru Batra who has obtained the leasehold rights due to inheritance. During her lifetime, Smt. Neeru Batra sold a part of the said property vide sale deed dated 20.08.2014 Registered on 17.09.2014 to Smt. Vinita Nagpal W/o Sh. S.C. Nagpal R/o Plot no. 20, Chanan Singh Park, Delhi Cantt. who has applied for carrying out mutation in her name in GLR of DEO Delhi Circle as co-lessee of the property.

Any person claiming to have any right or interest in the above property or having any objections to the above proposed mutation may file his/her written objections to the Defence Estates Officer, Delhi Circle, Manek-Shaw Marg, Delhi Cantt. 110010 alongwith documents within 30 days from publication of this notice. The objections received after expiry of 30 days from publication of this notice shall not be entertained.”

15. The respondent no.3 assailed the aforesaid public notices by filing a writ petition being W.P.(C) 8248/2024 titled as ‘Parul Batra vs. Union of India and Anr.’ before this Court. Vide order dated 30.05.2024, the said petition was disposed of as withdrawn by this Court with a liberty to respondent no. 3 to file objection/s before the respondent no.2 pertaining to the aforesaid public notices.. A copy of the order dated 30.05.2024 passed by this Court reads as under:

“1. The Petitioner has approached this Court challenging notice dated 22.05.2024 issued by the Defence Estate Officer, Delhi Circle, which reads as under:-

“The general public is hereby informed that a parcel of defence land measuring 4496 Sq. ft. situated on GLR Sy. No. 11/1/20 known as Plot No. 20, Chanan Singh Park, Delhi Cantt. was given on lease in Schedule VIII of CLAR, 1937 and leasehold rights were with Smt. Neeru Batra W/o Sunil Batra. The present recorded lessee in General Land Register (GLR) of DEO Delhi Circle is Ms. Parul Batra D/o Smt. Neeru Batra who has obtained the leasehold



rights due to inheritance. During her lifetime, Smt. Neeru Batra sold a part of the said property vide sale deed dated 20.08.2014 Registered on 17.09.2014 to Smt. Vinita Nagpal W/o Sh. S.C Nagpal R/o Plot No. 20, Chanan Singh Park, Delhi Cantt. who has applied for carrying out mutation in her name in GLR of DEO Delhi Circle as co-lessee of the property. Any person claiming to have any right or interest in the above property or having any objections to the above proposed mutation may file his/her written objections to the Defence Estates Officer, Delhi Circle, Manekshaw Marg, Delhi Cantt.-110010 along with documents within 30 days from publication of this notice. The objections received after expiry of 30 days from publication of this notice shall not be entertained.”

2. The writ petition is premature. Learned Senior Counsel for the Petitioner seeks permission to withdraw the present writ petition with liberty to approach this Court if need so arises in future.

3. Permission and liberty, as prayed for, is granted.

4. In accordance with the impugned notice, it is open for the Petitioner to give a representation which should be decided by the Defence Estate Officer in accordance with law.

5. It is made clear that this Court has not made any observation on the merits of the case.

6. The petition is disposed of as withdrawn along with pending application(s), if any.”

16. Consequently, the respondent no.3 filed its objection *vide* letter dated 30.06.2024. The same is currently pending for decision before respondent no.2.

17. In the meantime, the representations dated 18.04.2024 and 30.04.2024 of the respondent no.3, *vide* communication dated 24.05.2024 came to be rejected by the respondent no.2. The said communication reads as under:

*“To,
Ms. Parul Batra
Plot No. 20, Chanan Singh Park
Delhi Cantonment*



Sub:- Plot No. 20 Chanan Singh Park, Delhi Cantt.

Madam,

Reference your representation dated 18.04.2024 and 30.04.2024

2. Your representations under reference has been examined in this office and it is found that vide the said representations, following points were raised. The replies to the points raised are mentioned against each of them as under:

A. Representation dated 18.04.2024:

(i) That Ms. Parul Batra is the absolute owner of the leased property i.e. land measuring 4496 sft situated on GLR Sy No. 11/1/20 known as Plot No.20, Chanan Singh Park, Delhi Cantt.

In this respect, your contention is denied that you are the absolute owner of the property. The ownership rights in the said property absolutely vests in the Govt. of India, Ministry of Defence. Your rights on the above lands are limited to the extent of being a lessee.

(ii) That Smt. Neeru Batra vide sale deed dated 20.08.2014 transferred rights only in building and not leasehold rights to Smt. Vinita Nagpal. She has also referred to para numbered 1 of the sale deed.

That the sale deed dated 20.08.2014 had not bestowed any rights upon Smt. Vinita Nagpal to get her name mutated in the GLR in respect of the subject property.

That the erstwhile DEO informed Smt. Vinita Nagpal that she does not have any legal right to get her name in the subject property.

That DEO mutated the property in GLR in favour of Ms Parul Batra after the demise of her mother Smt Neeru Batra.

In this respect, it is to intimate that this office has got the matter legally scrutinised as per which it was found that the sale deed has to be referred in totality and only reading of the complete terms and conditions contained in the sale deed can help in deciphering the nature of the entitlements of the parties. After going through entire contents of the sale deed, it has been concluded on legal scrutiny that Smt Vinita Nagpal is entitled to 33% of the leased land and Ms Parul Batra is entitled to balance share of leased land.



(ii) That there is no precedence of floor-wise mutation on the basis of sale deed of superstructure in any of the 62 cantonments on India. Further this action is also in violation of the Rule 10 of CLAR, 1937 wherein it is clearly specified that only transfer of interests in land can only be recorded in the GLR.

It is to intimate that Ms Parul Batra has not provided any basis of her such a sweeping statement and the source of such knowledge. Ms Parul Batra has not made it clear under what provisions of the lease deed, floor wise structure has been sold without transferring the leased premises or part thereof. The lease terms and conditions only allow assignment, transfer or sub-lease of leased premises or part thereof. In case, the sale deed is read to infer that only part building has been sold and not the premises, it will construe violation of lease conditions which will render the case fit for lease determination for violation of lease conditions.

(iv) That the action of reopening the file if carried out is also against the precedence set by the erstwhile DEOS.

It is to intimate that no precedence has been set by the erstwhile DEOs. The action taken by the erstwhile DEOs were administrative in nature and not judicial.

(v) That many applications are still pending at the office of DEO seeking floor wise mutation which have not been considered.

It is to intimate that Ms Parul Batra has not provided any basis of her such a sweeping statement and the source of such knowledge. Further, every case is to be dealt with based on its merits.

B. Representation dated 30.04.2024:

(i) Mutation in the name of Smt Vinita Nagpal is in violation of the Rule 10 of CLAR, 1937

The reply is same as that to A(iii) above,

(ii) That only part portion of the superstructure i.e. first floor with 50% terrace rights was sold to Ms Vinita Nagpal vide sale deed dated 20.08.2014.

The reply is same as that to A(ii) above.

(iii) That it is a legal requirement that if any portion of leased land is sold there has to be a surrender deed of the same. Thereafter, a



separate survey no. is allotted to the surrendered portion before it is entered in the name of the prospective buyer.

Two or more lessees can exist as co-lessees without surrender of lease deed. As per section 108(j) of Transfer of Property Act, in case the lease is not surrendered, the lessee shall remain liable to any of the liabilities attached to the lease in case of transfer of any rights in the lease to lessee's transferee.

(iv) That several judgments have been cited by Ms Parul Batra contending that terms of contract have to be strictly read and natural meaning be given to it.

It is to intimate that a contract agreement has to be read in totality. Reading of single clause of the contract will defeat the purpose of other clauses existing in the same contract agreement. Ms Parul Batra is only considering para numbered 1 of the sale deed conveniently leaving all other clauses present in the sale deed.

(v) That the reopening of the file is illegal and is in contradiction to the rulings of erstwhile DEOs which have attained finality.

The action taken by the DEOs was administrative and not judicial in nature. Thus, the above contention is rejected.

(vi) That the reopening of the file is in conflict with the established legal right of Ms Parul Batra of being lessee of the subject property.

The rights of Ms Parul Batra and Smt Vinita Nagpal over the subject property flows from the subject sale deed. Closing/opening/reopening of a file cannot affect rights of an individual which are admissible under law.

(vii) That a NOC is required from Ms Parul Baira for carrying out mutation in favour of Smt Vinita Nagpal it is to intimate that if a NOC by a purchaser from seller of a property is made a requirement for carrying out mutation in land records in favour of the former, the sale deed loses its significance to be a valid legal document of transfer of right. Thus, the understanding of Ms. Parul Batra regarding NOC is misplaced as there is no requirement of NOC in this Case.

(viii) That there is no precedence in 62 cantonments of mutating the lease land on the basis of the sale of superstructure

The reply is same as that to A(iii) above.



(ix) That Shri Kapil Goel is holding additional charge of DEO in addition to his own CEO. Being in officiating capacity he cannot take any policy related decision. He can only take action on routine administrative matters.

Mutation is an administrative matter and not a policy related decision. Further additional charge does'nt restrict to take action as per law.

3. In view of the above, your representations dated 18.04.2024 and 30.04.2024 are disposed of."

18. Further, respondent no.3 being aggrieved by the Defence Estate Officer's decision to reopen the issue pertaining to the mutation of the name of the petitioner in subject property, also filed complaint no. 133/2024 before the Hon'ble Lokpal of India against the concerned officer, alleging that in connivance with the petitioner, the concerned officer has misused his official position by seeking to mutate the subject property in the name of the petitioner.

19. In the said proceedings, an order dated 22.08.2024 was passed by the Hon'ble Lokpal of India and it was found, *prima facie*, that the action of the concerned officer calls for a "deeper probe into the allegations about his acts of commission and omission". The said order dated 22.08.2024 reads as under:-

" 18. Trite it is, that the power to review is not an inherent power much less for reversing the mutation entry of 2016 which had been allowed to attain finality by not challenging it before the Appellate/Revisional Authority. Power to review, as propounded in Patel Nareshi Thakershi & Ors. Vs. Shri Pradhyumansinghji Arjunsinghji, AIR 1970 SC 1273 must be conferred by law either specifically or by implication.

19. In the case at hand the named Public Servant, who is an Administrative Officer, had without any authority of law acted improperly or dishonestly while reopening the mutation entry effected in 2016 by his predecessor in office and which had been allowed to attain finality, in the guise of a representation received by him in 2024 from an alleged aggrieved person.



20. Therefore, we disagree with the view expressed by the Competent Authority and the findings arrived at by the Chief Vigilance Officer, Ministry of Defence. On the contrary, prima facie, the improper action of the named public servant invites deeper probe into the allegations about his acts of commission and omission and whether the same would constitute an offence of corruption within the meaning of the Prevention of Corruption Act, 1988."

20. Thereafter, it is brought out that on 12.09.2024, the Hon'ble Lokpal of India directed the Central Bureau of Investigation to investigate into the matter and *inter-alia* made the following observations: -

"11. Evident it is from record that the dispute qua the mutation in the Government Land Record is inter se between Ms. XX (name redacted for the sake of confidentiality) the lease holder of the land bearing No.20, situated at Hospital Road (Chanan Singh Park), Delhi Cantt. (Survey No.II/I) and Ms. XXXXX (name redacted for the sake of confidentiality) who, as evident from the sale deed dated 20.08.2014, was sold only the first floor and 50% terrace, including servant quarter of the said residential building.

.....

13. Record further reveals that the purchaser instead of challenging the concerned mutation entry and the noted decision in Appeal/Revision or in the Court of Law, kept on giving representation on 31.08.202, 30.07.2021, 15.09.2023 and 09.01.2024. It is a matter of fact that one such representation was again rejected vide note sheet dated 23.08.2021.

14 However, while formulating the points/issues for legal opinion, the primary or cardinal issue ass to when once mutation entry is effected and an administrative order relating thereto is passed and is not challenged in Appeal/Revision or in a Court of Law and has been allowed to attain finality; whether it will be within the jurisdiction of the subsequent (changed) Administrative Officer to review the said order on the basis of repeated representation, was not formulated. Similarly, the crucial fact about the notings in the note sheet dated 23.08.2021 has also not been highlighted in the formulation of the queries sent for opinion."

21. In the meantime, the petitioner preferred another communication



dated 15.10.2024 before respondent no.2, requesting the respondent no.2 to finalize the mutation at the earliest, citing that a period of 3 months has already elapsed from the date of issuance and publication of the public notice/s and the delay is causing grave prejudice to the rights of the petitioner. The said letter reads as under:

*“To
Defence Estates Officer
Delhi Circle Delhi Cantt
New Delhi 10*

*Sub: 20 Chanan Singh Park Kirby Place: Illegal mutation in f/o
Ms Parul Batra*

Dear Sir

This is to request you to, first, kindly finalize mutation in my name as the prescribed time period of 30 days given in the Public Notice dated 22.05.2024 inviting objections in the matter was issued by your esteemed Office more than 3 months back. Delay in the matter and not taking due follow up action amounts to injustice to me.

I also take this opportunity to seek your indulgence as competent authority under lease terms, to kindly reconsider and cancel the mutation approved and carried out in relevant land records in favour of Ms Parul Batra in respect of the subject property by your Office, on the following grounds:

- 1. The mutation request made by Ms Parul Batra (Applicant) was processed and approved without inviting objections through the mandatory Public Notice, inspite of a valid sale deed. DEO's action in unilaterally and arbitrarily approving the said mutation is thus bad in law, as well as wrong procedurally, and indicative of corrupt intent.*
- 2. The above act of the DEO Delhi Circle is also wrong substantially. It was in the personal knowledge of the then DEO that a sale deed duly and legally registered by the recorded lessee (the Applicant's mother) in my favour was on his Office record. Therefore it was also incumbent upon the DEO to give me an opportunity through a formal*



notice/ letter inviting my objections, if any. This was necessary in the interest of fairness and justice even if the mandatory Public Notice had been issued as I'm the directly Interested party in the sale deed.

3. The DEO Delhi Circle also entertained a letter dt 26 Oct 2015 from the Applicant superimposing arbitrary and factually wrong meaning on the abovesaid sale deed, to which the Applicant was not a party. This action/commission on the part of the DEO was bad in law and clearly reflected wrong and motivated administration of his functions.

4. The DEO also bypassed all mandatory norms, rule of law principles, and established administrative practices in not recording a detailed speaking order on file in favour of apparently hurried and blatantly wrong mutation order in favour of the Applicant, in view of my above-mentioned submissions.

It is therefore again requested that:

A). My pending request for mutation may kindly be finalised at the earliest.

B). That the illegal, invalid, procedurally and substantially wrong mutation carried out in the name of the Applicant, Ms Parul Batra may be canceled and nullified.

Sincerely

*Mrs Vinita Nagpal
20 Chanan Singh Park
Delhi Cantt
New Delhi 10*

Dated 15 Oct 2024"

22. In the above background, the present petition has been filed by the petitioner *inter-alia* seeking to direct the respondent no.2 to mutate the name of the petitioner in the subject property.

23. Learned senior counsel for the respondent no. 3 vehemently contends that the mutation in favour of the respondent no.3 has acquired finality and



cannot be reopened. It is further submitted that the property has been rightly mutated in favour of the respondent no.3 inasmuch as the leasehold rights in respect of the land have not been transferred to the petitioner *vide* the Sale Deed.

24. It is further alleged that the very purpose of filing of the present petition is to circumvent order dated 12.09.2024 passed by the Hon'ble Lokpal of India.

25. I have considered the rival contentions of the parties in the context of the factual position as set out hereinabove.

26. At the outset, it is noticed that order dated 04.11.2024, passed by this Court in the present proceedings, records that the petitioner has confined the scope of the present proceedings to seek that her representation dated 15.10.2024 be decided by the respondent no. 2, in accordance with law. By way of the said representation, the petitioner has highlighted that since substantial time has elapsed since the issuance/publication of public notice dated 22.05.2024, the request of the petitioner that a part of the property i.e., subject property be mutated in her name, in view of the Sale Deed dated 20.08.2014 be considered expeditiously, and that the mutation carried out in the name of the respondent no.3 *qua* the subject property be cancelled.

27. Having considered the facts and circumstances and the contentions of the parties, I find that there is no impediment in directing the respondent no.2 to consider the representation dated 15.10.2024, submitted by the petitioner, in accordance with law. No prejudice will be caused either to the petitioner or to the respondent no.3 if a reasoned order is passed by the concerned authority, stating as to whether the request of the petitioner can be acceded to or not.



28. If there are any impediment/s in acceding to the request of the petitioner (*inter-alia* on account of mutation in favour of the respondent no.3 having acquired finality), the same shall also necessarily be considered by the officials/respondent no.2 while disposing of the aforesaid representation. The reasoned order shall also disclose the stand of the official respondent/s as to whether the Sale Deed in favour of the petitioner entails transfer of any rights in the leasehold land forming part of the subject property.

29. It is imperative for the official respondent/s to impart clarity in respect of the matter *viz.* (i) whether rights of the petitioner *qua* the subject property also falls within the purview of stipulations set out in Clause I(8) of the Original Sale Deed dated 01.06.1985 (ii) whether a conjoint and holistic reading of the various covenants of the Sale Deed dated 20.08.2024 particularly Clauses 5, 7, 10 and 15 therefor¹ sets forth transfer of not only the superstructure but also a corresponding share of the land (specifically 111.2 Sq. Mtrs. out of 417 Sq. Mtrs.).

30. It is difficult to accept the contention of the respondent no.3 that any

¹ 5. That it is agreed that till the time the separate house tax bills are not received, both the parties shall share the house tax in equal proportion.

7. That both the parties are conscious of the fact that the property is built on a leasehold plot of land and both parties agree and assure each other that in all eventualities they shall abide by terms & conditions of the lease and in case for any other reason if the property is acquired or entirely demolished on account of any legal requirement other than violation by the parties, in that event if compensation is paid by the Government the same shall be shared by the Seller and the Purchaser to the ratio of 67% and 33% respectively and in case some alternate plot is allotted, the same would also be shared in the same ratio.

10. That all taxes, lease money upto the date of the transfer shall be paid by the Seller and thereafter both would pay as per their share.

15. That the Seller undertake to intimate Defence Estate officer/Delhi Cantonment Board regarding the present transfer as provided under Clause 1(8) of the Lease Deed within one month



reconsideration of the matter is altogether precluded even if it is found that during the process of mutation of the property, some errors have been previously committed.

31. There is no reason why the stand of the official respondent/s on the aforesaid aspects cannot be set out in a reasoned order, passed after providing an opportunity of hearing to the parties concerned. Undertaking the aforesaid exercise becomes even more imperative since a perusal of the records reveals that the previous request of the petitioner regarding the updating of G.L.R (so as to include the name of the petitioner therein) was not disposed of by way of a reasoned order. In the impugned communication/order dated 30.05.2016, addressed to the petitioner, only a cryptic observation was made that “no transaction is involved with regard to leased land”.

32. Further since Rule 10 of the CLAR, 1937 imposes a mandatory duty on respondent no.2 to register every transfer of right or interest in the GLR, it becomes incumbent upon the respondent no.2 to ensure the integrity and accuracy of the GLR. The GLR must necessarily reflect the factual position as regards any transfer/assignment (if any), in respect of any leasehold property.

33. The respondent no.3 is right in contending that the ongoing proceedings before the Hon’ble Lokpal of India are squarely within the purview of the Lokpal Act, 2013. This Court is not inclined to interdict or interfere in any manner whatsoever with the said proceedings or directions of the Hon’ble Lokpal of India. Nevertheless, the same does not preclude consideration of the petitioner’s representation dated 15.10.2024, strictly in accordance with law, and disposal thereof by way of a reasoned order.



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34. In the circumstances, the present petition is disposed of with the direction to the Director General, Defence Estates Office, Delhi Cantonment/respondent no.2 to dispose of the representation dated 15.10.2024 of the petitioner and pass a reasoned order thereon, and if so warranted, take further consequential steps in accordance with law.

35. The present petition is disposed of in the above terms.

SACHIN DATTA, J

SEPTEMBER 16, 2025/at,sl