BEFORE THE DIRECTOR (IAL), DELHI URBAN SHELTER IMPROVEMENT BOARD, GOVT. OF NCT OF DELHI, ROOM NO 45, PUNERWAS BHAWAN, I.P.ESTATE, NEW DELHI

Appeal No:- CRU/5088 OF 2019

IN THE MATTER OF:-

Bal Vikas Samiti (Regd.)
Through its Authorized Representative
Shri Surender Pal Verma
Regd. Office at:
E-63, South Extension, Part – I
New Delhi – 110 049.

...Appellant

Versus

Dy. Director
Institutional Allotment Land Branch, DUSIB
C – 2, Vikas Kuteer, ITO
New Delhi – 110 002

...Respondent

ORDER UNDER SECTION 42 OF THE DUSIB ACT, 2010

This is an appeal filed by the aforesaid appellant under section 42 of the DUSIB Act, 2010 against the impugned order No.F9/(1)/83/JJ/Instt/Pt./D-140 dated 30/7/2019 passed by the Dy. Director (IAL), Delhi Urban Shelter Improvement Board thereby cancelling the allotment of land measuring 3000 sq. yd., situated at Trilokpuri, JJ Colony, Delhi – 100091 made to Bal Vikas Samiti (Regd) and directing to pay all damages including land cost, outstanding dues, interest thereon on belated payment and any other dues arises thereon and issuing directions for serving notice to this effect accordingly. The DUSIB had initiated proceedings for retrieval of its land from unauthorized occupation of "The Mother Mary Public School" by use of such force as may be needed to do so.

2. Dy. Director (Admin), DUSIB Vide Office Order No. GA/1072-1/Admn./2018 D-149 dated 16/8/2018, had conveyed that

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CEO, DUSIB delegated the powers under section 41 and 42 of DUSIB Act, 2010 to concerned Director to decide the representation of an appellant aggrieved by any notice/order passed by the officers of the rank of Dy. Director and shall pass orders accordingly.

Section 42 of the DUSIB Act, 2010 relates to Eviction of Unauthorised Occupant. The Provision of the Section 42 is as under:-

- (1) If, after considering the cause, if any, shown by any person in pursuance of a notice under section 41 and any evidence produced by him in support of the same and after personal hearing, if any, given under clause (b) of sub-section (2) of section 41, the Board is satisfied that the public premises are in unauthorized occupation, the Board may make an order of eviction, for reasons to be recorded therein, directing that the public premises shall be vacated, on such date as may be specified in the order, by all persons who may be in occupation thereof or any part thereof, and cause a copy of the order to be affixed on the outer door or some other conspicuous part of the public premises.
- (2) If any person refuses or fails to comply with the order of eviction on or before the date specified in the said order or within fifteen days of the date of its publication under subsection (1), whichever is later, the Board may, after the date so specified or after the expiry of the period aforesaid, whichever is later, evict that person from, and take possession of, the public premises and may, for that purpose, use such force as may be necessary.
- **3.** The appellant has assailed the impugned order on various grounds as under:-.

The appellant was registered under Societies Registration Act, 1957, having registration certificate No S/2833 of 1965-66. The

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appellant has submitted that vide allotment letter bearing No.F.9(1)/83/JJ/Instt./D-589 dt. 13.09.1983 the Office of Director (Slum & JJ), Delhi Development Authority, having office at Dr. Ambedkar Marg, Jhandewalan Extension, New Delhi - 110 055, allotted a piece of land ad-measuring area around one acre, situated in Trilok Puri, JJ Colony, Delhi 110 091, to the appellant, only for imparting Education purpose. Thereafter, the appellant, after complying with the requisite formalities and paying the required payments to DDA, got the possession letter and after getting the physical possession of the said land, erected the building upon the said land and got completion certificate and D-Form issued by DDA. Thereafter, the appellant started to run a School in the name & style as "Bal Vikas Vidyalaya" since 1985, and the said School got recognition from MCD in 1989. Appellant has stated that some dispute arose between employees and management of the school. Appellant has also stated that the allotment letter of the school was misplaced/ lost and the appellant applied for certified copy. The Ld. Authority has wrongly observed regarding the non-payments of dues. It is further stated by the appellant that in show cause notice dated 17.01.2019, the Director (IAL) DUSIB alleged that the appellant has failed to deposit the premium plus ground rent @ 2.5% of the premium as specified in the allotment letter since the allotment of land. It is alleged by the appellant that till date the concerned officer failed to provide any calculation of the amount due towards the ground rent against the appellant, despite its several requests viz application under RTI Act, dated 18.01.2019, reply dated 22.01.2019 to the show cause notice dated 17.01.2019. Appellant alleged that in response to the application under RTI, dated 18.01.2019 the concerned officer vide letter dt. 30.01.2019 informed that the matter regarding dues is under process and outstanding dues will be informed after its finalization, under the due process of law. However, such calculation has not been provided to the appellant till date. It is alleged by the appellant that

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vide letter dated 13.02.2019 the appellant deposited the ground rent for the year 2018-19 through Demand Draft but the concerned authority vide letter dt. 12.03.2019 did not accept the said annual ground rent and sought documentary evidence from the appellant. It is alleged by the appellant that a theft has been committed in the building of the School and the FIR bearing no.560, U/S 380 IPC, dated 01.11.2017 was lodged at Police Station Kalyanpuri, East-District, Delhi. In the said incident of theft some documents including allotment letter bearing no.f.9(1)/83/JJ/Instt./D-589, 13.09.1983 receipts of payment paid by the appellant to the DDA for the allotment of said land, possession letter of the said land, completion certificate and -Form of the said land etc. were also lost/ stolen and accordingly, on 09.07.2018 the Appellant gave complaint/ information to Police Station Crime Branch, Delhi and the same has been recorded vide LR No.168395/2018. Hence, the appellant is unable to provide any document in respect of the same. It is alleged by the appellant that the concerned officer, in furtherance of letter dated 30.01.2019, till date, did not provide any final outstanding dues towards the Society. It is alleged by the appellant that the appellant in brief synopsis dated 20.06.2019 stated that the appellant is still willing to pay all dues, if any, in respect of the said land.

- 4. The respondent, Dy. Director (IAL), DUSIB filed a detailed reply. The main points of the respondent reply are as under
- **A)** That a piece of land measuring 3000 sq. yd. situated in Trilokpuri JJ Colony, Delhi was allotted to the Secretary, Bal Vikas Samiti vide allotment letter no.F.9(1)/83/JJ/Instt./D-589 dt. 13.9.1983. The allotment was made on the following terms and conditions:
 - i) That the society shall use the land for Educational purpose only and not for any other purpose whatsoever.

- ii) That the society shall not transfer or sublet the land to any other organization.
- iii) That the society shall be liable to complete the construction of building as per design approved by the local body/ DDA within a period of two years from the date of taking over possession of land.
- iv) That the DDA reserve the right to cancel the allotment in the event of the breach of terms and conditions and take action for removal of encroachment without any further opportunity and compensation.
- V) That the appellant had to give acceptance alongwith Bank Draft of Rs.3,81,000/- (Rs.3,72,000/- on a/c of premium of land plus Rs.9,300/- on the ground rent per annum drawn in favour of Director (S & JJ), Jhandewalan, New Delhi) within 30 days from the issue of this letter.
- **B)** A copy of the despatch register attach with the reply to prove that the allotment letter was issued and despatched by the Respondent in the year 1983.
- about misuse of the land. It was reported that the said land is located at Block-8, Trilokpuri and a school is being operated in the name of "Mother Merry Public School" which is indicating the chances of change of hand. He further mentioned in his report that the MLA concerned has represented that there may be possibility of unauthorized / encroachment on Government land.
- missing and efforts are being made to trace out the file. It is further stated that the records was searched in IAL Branch of DUSIB wherein a list of the institutional Allotment matters was found wherein at Sr.No.3 of the list and details of land allotted to Bal Vikas Samiti, Trilokpuri 8, Delhi was elucidated. As per details mentioned in the list, a piece of land measuring 3000 sq. yds @ 6 lakh per acre was allotted to the said Bal Vikas Samiti on 13.09.1983.

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- 5. I have perused all the records and documents submitted by the appellant and rival contentions and documents of respondent carefully. There are following things which are admitted and there is no dispute between the parties on the following facts:
 - 1. That a piece of land was allotted to the appellant i.e. Bal Vikas Samiti at Trilok Puri vide allotment letter No. F.9(1)/83/JJ/Instt./D-589 dt. 13.09.1983, on certain terms and conditions for education purpose not for any other purpose whatsoever.
 - Vikas School Block 08, Trilok Puri, Delhi 110091 and the recognition of the school has already been withdrawn by Education Deptartment of East Delhi Municipal Corporation vide letter No 6348/ADE/G-in-A/Edn/HQ/EDMC/2016 dt. 31.3.2016. The samiti closed the school on 04.04.2016.
 - 3. Now the appellant is operating a school in the name of The Mother Mary Public School, under the aegis of Bal Vikas Samiti, Block 08, Trilok Puri, Delhi 110091 without any recognition.
- 6. Now coming to the point, the appellant had filed his appeal on twelve grounds as mentioned in para 4.1 to 4.12. However, after scrutiny it appears that the main dispute/ grievance of the appellant are on the following two issues:
 - 1. The area of land allotted to the appellant is to be decided as the original allotment file is missing and the appellant is also unable to produce the original allotment letter. As per appellant a piece of land measuring one acre was allotted to the appellant while as per respondent/ DUSIB a piece of land measuring area 3000 sq. yd was allotted to the appellant.
 - 2. As per version of the appellant, the Cost of land, ground rent and misuse charges/ damage as claimed by the Respondent have not been worked out and informed to the appellant.

- 7. Now coming to the conclusion, I am of the opinion that the stand of the appellant regarding allotment of one acre area to the appellant is nothing but a sheer lie. It appears that the appellant wants to take undue advantage of the facts that the original allotment file is missing. The appellant has admitted in para no.3.2 of the appeal that the land was allotted to the Samiti vide allotment letter bearing No.F.9(1)/83/JJ/Instt./D-589 dt. 13.09.1983. But deliberately did not produce the original allotment letter. There are following things on the record which prove that a piece of land measuring 3000 sq. yd only was allotted to the appellant.
 - i) A photocopy of the allotment letter bearing no.F.9(1)/83/JJ/Instt./D-589 dt. 13.09.1983 was available in IAL Branch of DUSIB and on demand the same has been provided in this office. As per allotment letter an area of 3000 sq. yd was allotted to the appellant. The original dispatch register (though area not mentioned) by which the aforesaid allotment letter was issued is available.
 - ii) A list of the properties allotted by IAL Branch is also available in the record and as per the list as cited at Sr.No 3, the appellant was allotted 3000 sq. yd of land.
 - iii) The Appellant did not provide copy of the sanctioned building plan, completion certificate, D-Form, possession letter and any other document which may prove the actual area allotted to the appellant. The intention of the appellant is clear that he wants to conceal the material facts and wants to legalise his encroachment on DUSIB land. There is absolutely no evidence or document on record to prove that a piece of land measuring area one acre was allotted to the appellant.
- iv) The office of the Dy. Director (IAL) received letter dt. 05.03.2019 from Deputy Secretary (BSUP), Department of Urban Development, Govt. of NCT of Delhi alongwith a copy of the letter dated 09.06.2016 written by Sh. Sanjay Kumar, Director

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(Education), EDMC to Additional Secretary to Chief Minister. The contents of para no.1(a) of this letter prove that even as per records of EDMC, 3000 sq yd land was allotted by (S & JJ) DDA to the appellant vide letter bearing No.F.9(1)/83/JJ/Instt./D-589 dt. 13.09.1983.

- v) In the Blue print of Lay out Plan (LOP) dated 18.12.1982 of the concerned area provided by Director (TP), DUSIB, the area of proposed site for allotment to Nehru Bal Vikas Samiti is mentioned as 2677.50 sq.mts i.e 3000 sq. yards approximately.
- vi) The Dy. Director (IAL) produced original file relating to Bal Vikas Samiti and shown the survey conducted 15.01.19 by them on the direction Member (Administration), DUSIB, through field survey staff of the site allotted in earlier eighties by the S& JJ Department at Trilokpuri, Block 8. According to the survey the area of the site is 4187.78 sq mts i.e 5008.54 sq. yards approximetly.
- 8. From the above facts and documents on record, it may be safely concluded that 3000 sq. yd area was allotted to the appellant and the plea of the appellant that land allotted to appellant was one acre is false. The appellant is therefore illegally occupying 2008.54 Sq. yard land.
- 9. Now coming to the next point of non payment of dues, the allotment letter clearly shows that a sum of Rs.3,72,000/- were required to be paid by the appellant on account of premium of land plus Rs.9300/- as Ground Rent per year. The appellant failed to provide and prove any receipt on accounts of deposit of amount or bank statement or any other document which may convince that any amount was paid towards the premium of the land plus Ground Rent. The appellant is a habitual defaulter and no payment of any amount was ever made by it to the Respondent. So far as calculation is concerned, it appears that there is no need of

providing any calculation sheet to the appellant as amount to be paid by the appellant has already mentioned in the allotment letter Since the appellant No.F.9(1)/83/JJ/Instt./D-589 dt.13.09.1983. has failed to deposit required amount as mentioned in allotment letter with in 30 days of the allotment of land and thereafter and had also violated terms and conditions of allotment, the appellant is liable to pay entire amount of premium and Ground Rent alongwith interest @18% on premium amount and 10% of Ground Rent since 1983 till date plus damages as per DDA approved damages rates issued vide Order / Circular No. F.1(Misc)/A/Cs/2001/77/Pt/33 dated 14.11.2007 in respect to 3000 sq. yards of land allotted to the appellant in 1983, which come out to comes to Rs.37,80,450.00 plus damages with Rs.15,71,760/- i.e Rs.53,52,210/- (Rs.Fifty Three Lacs Fifty Two Thousand Two Hundred Ten only) as on date. Besides above the appellant is also liable to pay damages as per DDA approved damages rates issued vide Order/Circular 14.11.2007 with interest @18% towards encroachment and misuse of 2008.54 sq. yards DUSIB land, which has been work out by the Accounts Officer (HAU), DUSIB as Rs.7,84,42,051/- (Rs. Seven Crore Eighty Four Lacs Forty Two Thousand Fifty One only). Calculation sheet so prepared by Accounts Officer of DUSIB, is annexed herewith as part of the decision.

- **10**. In view of aforesaid facts and documentary evidence, I am of the firm opinion that:-
- **a)** The allotment of land made to the appellant in 1983 has been rightly cancelled and I therefore upheld the order dated 30/7/2019 passed by the Dy. Director (IAL).
- **b)** The appellant is directed to make the payment in respect of entire amount of premium and Ground Rent alongwith interest @18% on premium amount and 10% of Ground Rent since 1983 to till date plus damages with interest as mentioned in the preceeding

terrements.

para amounting Rs.53,52,210/- (Rs.37,80,450/- + Rs.15,71,760/-) (Rs.Fifty Three Lacs Fifty Two Thousand Two Hundred Ten only).

- c) The appellant is directed to make damage charges with interest in respect of encroachment and misuse of Govt land measruing 2008.54 sq.yards @ of Rs.7,84,42,051/- (Rs. Seven Crore Eighty Four Lacs Forty Two Thousand Fifty One only).
- **d)** The appellant is directed to make payment of aforesaid amount as mentioned in (b) and (c) above within 15 days from the date of receipt of this order failing which the aforesaid arrears of revenue shall be recovered as per law.
- e) The appellant is further directed to hand over peaceful possession of the DUSIB land situated at Trilokpuri, Block 8, JJ Colony, Delhi to Executive Engineer CD-09 immediately from the date of receipt of this order failing which the DUSIB land shall be got vacated by Ex. Engineer (CD-09) as per provisions of DUSIB Act.
- **11.** The appeal is dismissed with aforesaid directions. A copy of this order is also forwarded to all concerned authorities for appropriate action.

New Delhi

Dated 22.11.2019

VIRAS KUTEER, LETATATE, NEW DELIN

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18	2000	1,77,000,00	on that (iii)	1,67,400.00	0.00	1 07 400 00	10 /40 00
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20	2002	1,72,000.00	nn 9n() ()()	1,86,000,00	0.00	1.gn.000 00	18,600 00
21	2003	1.72,000.00	on 900 00	1,95,300,00	0.00	1 05, 400 00	19 540 00
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24	2006	1 /2 000 00	00.900.00	2,24,200.00	0.00	2,24,200 00	22,320 00
25	2007	1,72,000 00	66,960,00	2, 12,500.00	0.00	3, 43, 500 00	24,250.00
20	2008	1,72,000.00	60,960,00	2.41,800.00	0.00	2,41,800.00	JA 180 00
11	2009	1,72,000 00	66,960.00	2,51,100 00	0.00	2,51,100,00	25,110 00
M	2010	1.72,000.00	66,960.00	2,00,400,00	0.00	2,00,400,00	26,040.00
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()	2012	1.72,000 00		2 79 000 00	0.00	2 /9 000 00	27 900 00
- 1	2011	1.22.000.00		2,88,400.00	0.00	2.88.400.00	28,830,00
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1		1,72,000 00		1, 16, 200 00	0.00	3,10,200.00	31.620.00
1	2016	1,72,000 00	DESCRIPTION OF THE OWNER, THE PERSON NAMED IN	1,25,500.00	0.00	1,25,500.00	
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Total = 37,80,450.00 (A+8)

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		DELHI URBA	AN SHELTER IMPROVEN				
		GOV	FRANCES IMPROVED	MENT BOARD			
		OFFICE OF	ERNMENT OF NCT OF	DELHI			
		vikas Kut	- State, New De	lhi 110001			
_	1		CALCULATION SHEET	.11111111111			
			THOM SHEET				
			Damages AND Interest				
			BAL VIKAS SAMITI				
3/2e=3000 sqyds (2508 382 cgm)							
S.No	year	Damages IN	As per DDA's six 1				
		Rs.	F1(MISC)/ACS/2001/77/Pt	Interest ON			
			/33 dated 14.11.2007				
1	1983	0.00	, == uated 14.11.2007	IN Rs.			
2	1984						
3	1985	0.00					
4	1986						
5	1987		1				
6	1988	0.00	1				
7	1989	0.00	1				
8	1990	0.00					
9	1991	0.00					
10	1992	0.00					
11	1993	0.00	Damage @30 per sqyd				
12	1994	0.00	upto 3/05				
13	1995	0.00					
14	1996	0 00]				
15	1997	0.00					
16	1998	0 00					
18	1999	0.00					
19	2000	0.00					
20	2001	0.00	- 1				
21	2002	0.00	-				
22	2003	0.00					
23	2005	0.00	0				
	2003	0.00	Damage @31.50 per sqyd upto 3/06				
24	2006	0.00					
	2000	0.00	Damage @33.1 per sqyd upto 3/07				
25	2007	0.00	Damage @37 per sqyd				
			upto 3/08				
26	2008	0.00					
27	2009	0.00					
28	2010	0.00					
29	2011	0.00					
30	2012	0.00					
31	2013	0.00	Damage @37 per sqyd				
32	2014	0.00	upto 08 onwards				
33	2015	0.00					
34	2016	0.00					
35	2017	0.00					
36	2018	0.00					
37	2019	13,32,000.00		2,39,760.00			
A	Total	13,32,000.00		2,39,760.00			
			Total	15,71,760.00			

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DELHI URBAN SHELTER IMPROVEMENT BOARD GOVERNMENT OF NCT OF DELHI VIKAS KUTEER, I.P.ESTATE, NEW DELHI 110001

CALCULATION SHEET

Damages from 1992 + Interest

			BAL VIKAS SAMITI		
		<u>size=200</u>	8.54 sqyds (1679.395	sqm)	1
S.No	year	Damages @ Rs30/- x	As per DDA's circul		Total amount in
		2008.54 x 12	no	Damages	113.
		in Rs.	F1(MISC)/ACS/200: 77/Pt/33 dated	1/ @18% in Rs.	
		,	14.11.2007		
1	1992	7,23,074.40		1,30,153.39	
2	1993	7,23,074.40		2,60,306.78	
3	1994	7,23,074.40	_	3,90,460 18	
4	1995	7,23,074.40	- ↓	5,20,613 57	
5	1996	7,23,074.40	4	6,50,766.96	
6	1997	7,23,074.40	1	7,80,920.35	
7	1998	7,23,074.40	-1	9,11,073.74	
8	1999	7,23,074.40		10,41,227.14	
9	2000	7,23,074.40		11,71,380.53	
10	2001	7,23,074 40		13,01,533 92	
11	2002	7,23,074.40		14,31,687.31	
12	2003	7,23,074.40		15,61,840.70	
13	2004	7,23,074.40		16,91,994.10	
14	2005	7,59,228.12	Damage @31.50 pe		
15	2006	7,97,792.09	Damage @33.1 per		
16	2007	8,91,791.76	Damage @37 per	21,32,780 25	
17	2008	8,91,791.76		22,93,302.77	
18	2009	8,91,791.76		24,53,825 28	
19	2010	8,91,791.76		26,14,347.80	
20	2011	8,91,791.76		27,74,870.32	
21	2012	8,91,791.76		29,35,392.83	
22	2013	8,91,791.76	Damage @37 per	30,95,915.35	
23	2014	8,91,791.76	sqyd upto 08 onward	32,56,437.87	
24	2015	8,91,791.76			
25	2016	8,91,791.76		34,16,960 38	
26	2017	8,91,791.76		35,77,482 90	
27	2018	8,91,791.76		37,38,005.42	
28	2019	8,91,791.76		38,98,527.94	
				40,59,050.45	
	Damages	2,25,50,280.29	Intrest	F 50 0:	
			11111631	5,58,91,771 13	7.04.42

5,58,91,771.13 7,84,42,051.41