

3rd July, 2026

To

The Estate Officer, Land & Development Office
Room No. 620, 6th Floor, Sankalp Bhawan, New Delhi

**SUBJECT: REPLY TO THE SHOW CAUSE NOTICE NO. ESO/11-3(4)/2026/83
DATED 29.06.2026 ON BEHALF OF MEMBERS OF THE DELHI GYMKHANA
CLUB, BEING THE PETITIONERS IN W.P.(C) 7692/2026 PENDING BEFORE
THE HON'BLE HIGH COURT OF DELHI**

Sir,

1. The present Reply to the Show Cause Notice No. ESO/11-3(4)/2026/83 dated 29.06.2026 ["SCN"] is being filed by the following persons ["Objectors"], each of whom is a permanent member/ user of the Delhi Gymkhana Club Ltd. ["Gymkhana Club"] of several decades' standing, and each of whom is a petitioner in *Pradeep Vasudeo Bhide & Ors. v. Union of India & Ors.*, W.P.(C) 7692/2026 pending before the Hon'ble High Court of Delhi ["the Writ Petition"]:

- (i) Mr. Pradeep Vasudeo Bhide (member since 1976-77);
- (ii) Mrs. Sadhana Kumar (member since 2007);
- (iii) Mr. Gopal Krishna Pillai (member since 1988);
- (iv) Mr. Praveen Kumar Tripathi (member since 2002);
- (v) Mr. VN Dalmia (member since 2013); and
- (vi) Gp. Capt. VK Jain (member since 1981).

2. This Reply is filed in response to the SCN issued by the Ld. Estate Officer under sub-section (1) and clause (b)(ii) of sub-section (2) of Section 4 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 ["PP Act"], addressed to "all persons concerned (unauthorized occupant of public premises)" in the premises situated at the Delhi Gymkhana Club, 2, Safdarjung Road, New Delhi admeasuring 27.3 acres ["the Premises"]. The SCN being addressed to "all persons concerned", the Objectors, who are permanent members/ users of the Gymkhana Club and persons directly and prejudicially affected by any order of eviction, are entitled to file the present Reply and to be heard in person before any further step is taken in these proceedings.

- A. **THE OBJECTORS ARE AFFECTED PARTIES ENTITLED TO
PERSONAL HEARING AND THE PRESENT MANAGEMENT OF
THE GYMKHANA CLUB HAS NO RIGHT OR LEGAL CAPACITY**

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TO REPRESENT THE CLUB'S INTERESTS AGAINST THE GOVERNMENT

3. Without prejudice to the submission that the PP Act is wholly inapplicable and cannot be invoked [see heading "B" below], it is submitted that the Objectors, as permanent members/ users of the Gymkhana Club, are persons directly and prejudicially affected by the proposed order of eviction and are therefore entitled, in accordance with the principles of natural justice and the scheme of Section 4 of the PP Act itself (the SCN being addressed to "*all persons concerned*"), to a personal hearing before any order is passed or any action is taken in pursuance of the SCN.
4. The Gymkhana Club is a Not-For-Profit company established under Section 26 of the Companies Act, 1913, in which the members stand at par with shareholders and are the real persons in interest; the rights of membership, user and enjoyment of the Premises vest in the members. Any order of eviction would extinguish valuable rights of the Objectors without their being heard, which would be in the teeth of Articles 14, 21 and 300-A of the Constitution of India.
5. The right of the Objectors to be heard in person assumes decisive importance in the peculiar facts of this case, because **the Gymkhana Club is presently in the hands of the Government itself**. Since 15.02.2021 i.e. for a period of five years, the Central Government has been in *de facto* control of the Gymkhana Club, first through an Administrator appointed pursuant to the Order of the National Company Law Appellate Tribunal ["NCLAT"], and thereafter through a General Committee comprising fifteen persons nominated by the Central Government pursuant to the Judgment dated 01.04.2022 of the National Company Law Tribunal ["NCLT"] ["MCA-appointed GC"]. The elected General Committee of the Club stands suspended, and no elections have been held till date. The subsisting and prolonged control of the Central Government violates the democratic functioning of the Club, which ought to be managed only by a duly elected General Committee (GC) under Articles 20 and 22 of its Articles of Association (AOA), which acts as the governing body.
6. It is submitted that the MCA-appointed GC, being a body of nominees of the very Government that has issued the Determination Letter and now the SCN, has no right or legal capacity to represent the Gymkhana Club's interests against an action taken by the same Government. The conflict of interest is writ large: the Union of India is simultaneously the lessor seeking re-entry, the authority issuing the SCN, and the controller of the lessee expected to defend the SCN. Nominees of the Government will not and cannot be expected to mount any genuine or effective defence to the

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Government's own action; indeed, the apprehension that the nominee-run management may simply hand over possession of the Club was specifically raised before the Hon'ble High Court (as recorded in Paras 5 and 10 of the Suit Order). Any purported "hearing" confined to such a conflicted management would be an empty formality and a mockery of natural justice. It is therefore only the members including the Objectors, who can and must be heard in these proceedings.

7. It is further submitted that the absence of an elected General Committee is itself the direct result of the Government's own non-compliance with binding judicial directions. By its Judgment dated 21.10.2024, the NCLAT directed the MCA-appointed GC to complete all remedial measures **on or before 31.03.2025** and to conduct elections of the President and Members of the General Committee within three months thereafter, i.e. by 30.06.2025, and to install the duly elected General Committee accordingly. By Order dated 28.03.2025, the NCLAT declined to extend the said timelines. **No stay of the NCLAT's directions has been granted by any Court till date.** Yet, in brazen breach of the said directions, no elections have been conducted; the Central Government has not complied with even the most basic statutory requirements under the Companies Act, 2013, such as appointment of statutory auditors, conduct of Annual General Meetings, and approval of financial statements.
8. Appeals arising from the NCLAT Judgment, including a belated appeal by the Union of India filed with a delay of 202 days, are pending before the Hon'ble Supreme Court in CA No. 11357-11360/ 2025 and CA No. 395/ 2025. Further, one of the Objectors, Mrs. Sadhana Kumar, has filed an intervention application, IA No. 164403/ 2025 in CA No. 395/ 2025, to represent the interest of users of the Gymkhana Club.
9. In these circumstances, it is submitted that no action in pursuance of the SCN can or ought to be taken until the litigation pending before the Hon'ble Supreme Court is concluded and a duly elected General Committee is put in place, capable of representing and defending the interests of the Gymkhana Club and its members. The Government cannot be permitted to take advantage of its own wrong: having failed to restore democratic governance despite binding judicial directions, and having thereby rendered the Club defenceless, it now seeks to evict the Club through a summary proceeding at the very time when the Club has no independent voice. **Such a course is patently *mala fide*.**
10. It is submitted that the invocation of "*public purpose*" in the Impugned Letter, and now in the SCN, is a façade to wriggle out of the obligations cast on the Central Government by the NCLAT Judgment dated

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21.10.2024, in respect of which appeals are pending before the Hon'ble Supreme Court. The SCN is a colourable exercise of power designed to frustrate the litigation regarding the management and control of the Gymkhana Club pending before the Hon'ble Supreme Court, and the proceedings pending before the Hon'ble High Court of Delhi, and to present all fora with a *fait accompli*.

B. THE PP ACT IS WHOLLY INAPPLICABLE

11. It is submitted that the present Reply is being filed strictly without prejudice to the Objectors' stand that the PP Act is wholly inapplicable to the Gymkhana Club and cannot be invoked at all in the facts of the present case. Neither the filing of this Reply nor any appearance before the Ld. Estate Officer shall be construed as submission to the jurisdiction of the Ld. Estate Officer, which jurisdiction is expressly and specifically denied.
12. The Gymkhana Club holds the Premises under a Perpetual Lease Deed dated 28.02.1928 executed by the Government of India [**"Lease Deed"**]. It is settled law that a lessee under a subsisting lease granted by the Government, whose possession originates in a lawful grant, is not an "unauthorized occupant" within the meaning of Section 2(g) of the PP Act, and the demised premises cannot be regarded as "public premises" within the meaning of Section 2(e) thereof. In ***Express Newspapers (P) Ltd. v. Union of India, (1986) 1 SCC 133***—rendered in the context of a perpetual lease granted by the Government of India for properties situated at Bahadurshah Zafar Marg, New Delhi—the Hon'ble Supreme Court held that the occupants could not be evicted save as per the due process of law, which "*necessarily implies the filing of suit by the lessor i.e. the Union of India... for the enforcement of the alleged right of re-entry, if any, upon forfeiture of lease due to breach of the terms of the lease*". It was held as under:

"85. ... I have no doubt in my mind that the learned counsel is not right in suggesting that the lessor i.e. the Union of India, Ministry of Works & Housing can in the facts and circumstances of the case, take recourse to the summary procedure under that Act. The Express Newspapers Pvt. Ltd. having acted upon the grant of permission by the lessor... was clearly not an unauthorised occupant within the meaning of Section 2(g) of the Act...

86. The Express Buildings... demised on perpetual lease by registered lease-deed dated March 17, 1958 can, by no process of reasoning, be regarded as public premises belonging to the Central Government under Section 2(e). That being so, there is no question of the lessor applying for

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eviction of the Express Newspapers Pvt. Ltd. under Section 5(1) of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 nor has the Estate Officer any authority or jurisdiction to direct their eviction under sub-section (2) thereof by summary process. Due process of law in a case like the present necessarily implies the filing of suit by the lessor i.e. the Union of India, Ministry of Works & Housing for the enforcement of the alleged right of re-entry, if any, upon forfeiture of lease due to breach of the terms of the lease."

(emphasis added)

13. The present case stands on an identical if not stronger footing. The Gymkhana Club has been in continuous, lawful and settled possession of the Premises for nearly a century under a perpetual lease. The purported determination of the Lease Deed by the letter dated 22.05.2026 ["**Determination Letter**"] is itself under challenge before the Hon'ble High Court of Delhi in CS(OS) 507/ 2026 and WP(C) 7692/ 2026 and has not attained finality. It is submitted that the only recourse available to the Land & Development Office ["**L&DO**"], if it wishes to enforce an alleged right of re-entry, is to file a properly constituted civil suit for eviction, wherein the parties would have the right to lead evidence, including on the existence or otherwise of the alleged "*public purpose*". The L&DO cannot use a short-cut mechanism such as the summary procedure under the PP Act to avoid filing a suit. The invocation of the PP Act is therefore wholly without jurisdiction, and the SCN deserves to be dropped on this ground alone.
14. Further, in *Lallu Yashwant Singh v. Rao Jagdish Singh*, 1967 SCC OnLine SC 327, the Hon'ble Supreme Court categorically held that "*we do not agree with the conclusion of the High Court that a lessor is entitled in India to use force to throw out his lessee*". A lessee in settled possession cannot be dispossessed except in accordance with law, i.e. by a decree of a competent civil court.
- C. **THE SUBJECT MATTER OF THE SCN IS SUB JUDICE BEFORE THE HON'BLE HIGH COURT OF DELHI AND CANNOT BE PREJUDGED BY THE LD. ESTATE OFFICER**
15. The Determination Letter dated 22.05.2026, by which the L&DO purportedly determined the Lease Deed and ordered re-entry, is the subject matter of challenge in the following proceedings pending before the Hon'ble High Court of Delhi:
 - (i) *Pradeep Vasudeo Bhide & Ors. v. Union of India & Ors.*, W.P.(C) 7692/2026, filed by the Objectors herein, praying that the

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Determination Letter be quashed and set aside and that the Respondents therein be restrained from taking any steps towards dispossession or re-entry. By Order dated 26.05.2026, the Hon'ble Court has directed the Writ Petition to be listed on 24.08.2026, after the civil suits mentioned hereinbelow; and

- (ii) ***Vijay Khurana v. Union of India, CS(OS) 507/2026*** [tagged with CS(OS) 508/2026 and CS(OS) 518/2026], filed respectively by members and employees of the Gymkhana Club, seeking, *inter alia*, a declaration that the Impugned Letter is illegal, a declaration that the plaintiffs and members cannot be evicted from the Premises without following the due process of law, and decrees of permanent injunction restraining the Union of India from dispossessing the plaintiffs or taking any coercive measures pursuant to the Determination Letter. Summons have been issued in all three suits, written statements have been directed to be filed within eight weeks, and the suits stand posted on 28.07.2026 before the Ld. Joint Registrar for completion of pleadings [**"the Suit Order dated 26.05.2026"**].

16. It is submitted that by the detailed Suit Order dated 26.05.2026 passed by the Hon'ble Delhi High Court, at least three specific issues going to the root of the present proceedings have been expressly ***left open*** for adjudication:

- (i) In **Para 8** of the Suit Order, the Hon'ble Court has recorded that the issues with regard to (i) the *validity of Clause 4 of the Lease Deed*, (ii) *whether the Impugned Letter is in consonance with Clause 4*, and (iii) *whether the termination is for a public purpose*, need not be dilated upon at that stage "*as it would have impact on the suit*". In other words, the very foundation of the SCN—namely, that the Lease Deed stands validly determined for a public purpose under Clause 4—is pending adjudication before the Hon'ble High Court; and
- (ii) In **Para 9** of the Suit Order, the Hon'ble Court has held that the requirement of *prior notice before termination of the perpetual lease deed* "*would be taken care of at an appropriate stage in the suit*".

17. It is submitted that in these circumstances, the Ld. Estate Officer cannot prejudge the very issues that are ***sub judice*** before the Hon'ble High Court by proceeding on the pretext that the possession of the Gymkhana Club is "unauthorized" or "illegal". The Grounds in the SCN—in particular

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Grounds 4 to 7, which proceed on the premise that the President of India "lawfully exercised" powers under Clause 4, that the lease stands "lawfully determined", and that continued occupation is "unauthorized" within Section 2(g) of the PP Act—assume as concluded precisely those questions which the Hon'ble High Court is seized of and has expressly left open. Any adjudication by the Ld. Estate Officer on these questions would render the Writ Petition and the civil suits infructuous, would amount to an executive authority sitting in appeal over issues pending before a constitutional court, and would constitute gross interference with the administration of justice.

18. It is further submitted that before the Hon'ble High Court, the Ld. Solicitor General of India expressly stated (as recorded in Para 6.2 of the Suit Order) that the Impugned Letter "*is for termination of the perpetual lease deed and for re-entry and not for forcible eviction*" and that "*[f]or eviction the proceedings in accordance with law after issuance of notice shall be undertaken*". The statement was reiterated by the Hon'ble Court in Para 14 of the Suit Order, viz. that "*eviction, if undertaken would be in accordance with law and after issuance of prior notice*". It was on the strength of this statement that no further interim directions were passed. Having obtained an order from the Hon'ble High Court on the basis of the said statement, the Union of India cannot, within a matter of weeks and while the suits and the Writ Petition remain pending, seek to accomplish through the summary machinery of the PP Act the very eviction which it assured the Hon'ble Court would be undertaken only "*in accordance with law*". The phrase "*in accordance with law*", in the context of a subsisting perpetual lease, means a properly constituted civil suit as mandated by *Express Newspapers (supra)*, and not a summary proceeding before an officer of the very department that seeks re-entry. The initiation of the present proceedings is, therefore, an attempt to overreach the proceedings pending before the Hon'ble High Court.

D. THE SCN IS VAGUE AND DISCLOSES NO PARTICULARS OF THE ALLEGED "PUBLIC PURPOSE"

19. Without prejudice to the above, it is submitted that the SCN is *ex facie* vague and bereft of particulars. Ground 3 of the SCN merely parrots that the Premises are "*critically required for strengthening and securing Defence infrastructure, public security purposes, urgent institutional needs, governance infrastructure and other public-interest projects*". This is a string of omnibus, mutually inconsistent and contradictory purposes, none of which is specific or clear. It is well-settled that a "*public purpose*" must be clearly spelt out and demonstrated. The Lessor cannot ride on the *ipse dixit* of *bona fide* need and must demonstrably establish the

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existence thereof, which can only be done by leading evidence in a properly instituted suit, where the members of the Gymkhana Club would equally have the right to lead evidence to show that no such public purpose exists.

20. Further, Grounds 3 and 4 of the SCN refer to a determination by a "*competent authority*" and a "*governmental determination*", but neither the SCN nor the Impugned Letter discloses the said determination, the authority which made it, the date thereof, or the material on which it is founded. The Objectors are entitled to be supplied with copies of all documents, files, notings and determinations relied upon in the SCN—including the alleged determination of the competent authority referred to in Grounds 3 and 4—before they can be called upon to effectively show cause. Further, the SCN, issued on 29.06.2026 and returnable on 07.07.2026, grants barely a week's time to respond to a proposed eviction from premises held for nearly a century, which by itself demonstrates non-application of mind and a pre-determined rush to evict.
21. It is also pertinent to note that the Delhi Gymkhana Club is shown as a recreational area (portion marked in green) in the Delhi Master Plan 2021 and the Draft Delhi Master Plan 2041. Therefore, the reasons of "defence" and "public security" cited in the SCN are clearly false and amount to a colourable exercise of power.
22. It is further submitted that the SCN is pre-determined. The assertions that the lease was "*lawfully determined*", that all rights of the occupant have "*ceased*", and that the occupation "*constitutes unauthorized occupation*", attempt to prejudge the issue which is pending adjudication before the Hon'ble High Court. Since the SCN proceeds on concluded findings, any hearing pursuant thereto would be an empty formality. This is compounded by the fact that the Ld. Estate Officer is an officer of the very L&DO which seeks re-entry and at whose instance the SCN has been issued, which violates the solemn principle that no person shall be a judge in his own cause. For these reasons also, the SCN is liable to be withdrawn with immediate effect.

E. ALLEGATION OF MISUSE OR BREACH; DISPROPORTIONATE CONSEQUENCES

23. There is no allegation whatsoever in the SCN or the Impugned Letter (or otherwise) that the Premises are being misused for a purpose other than those for which they were leased, or that the Gymkhana Club has committed any breach of the Lease Deed. In fact, no specific purpose was stipulated in the Lease Deed except that the lessee shall construct and

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maintain a "club building" and shall obtain the consent of the Chief Commissioner of Delhi before constructing any other buildings [vide Clauses 2(5) and 2(6)]. There is not even an allegation that the Premises are or were not being used for the purposes of sporting and social activities. In any case, these are issues on which the members of the Gymkhana Club are entitled to lead evidence in a contested civil suit.

24. Without prejudice, it is submitted that the proposed eviction is a sudden and disproportionate measure taken without regard to its consequences, thereby violating Article 14 of the Constitution of India. Any order of eviction would inevitably and irreversibly affect: [i] 5,600 permanent members and around 10,000 users under various categories; [ii] 600+ employees handling various offices and activities running in the Gymkhana Club, including F&B (Food & Beverage), Maintenance, Estate Office, Secretary's Office, Library, Cottage Reservation, Party Reservation, Accounts, Billing, IT, and Membership; and [iii] the infrastructure of outdoor sports (such as tennis, swimming, badminton, basketball and cricket), indoor sports and games (such as billiards, squash and card games), dining halls, bars, restaurants, ballroom, lobby, accommodation of 43 transit rooms and 40 cottages, gym, library, salon, organic farm and a junior sports academy.
25. In view of the foregoing, and strictly without prejudice to the Objectors' rights and contentions in the Writ Petition and otherwise, you are called upon to withdraw the SCN dated 29.06.2026 with immediate effect. The undersigned shall attend the personal hearing on 07.07.2026 on behalf of all Objectors and can be reached out at the contact details mentioned below.

Yours Sincerely,



Mr. Gopal Krishna Pillai

Membership No. P-3571

Mobile No.: 9818193275 | Email id: pillaigopal49@gmail.com

(On behalf of all Objectors)