



\$~93, 94 & 125

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

+ CS(OS) 507/2026, I.A. 15341/2026, I.A. 15342/2026, I.A. 5343/2026,
I.A. 15344/2026, I.A. 15345/2026, I.A. 15346/2026, I.A. 15347/2026
& I.A. 15348/2026

VIJAY KHURANA

.....Plaintiff

Through: Dr. Abhishek Manu Singhvi, Sr. Adv.
& Mr. Avi Singh, Sr. Adv. with Mr.
Nizam Pasha, Mr. Naman Joshi, Ms.
Priya Goyal, Mr. Guneet Sidhu & Mr.
Verdaan Jain, Advs.

versus

UNION OF INDIA THROUGH LAND AND DEVELOPMENT
OFFICE MINISTRY OF URBAN AFFAIRS AND ANR.

.....Defendants

Through: Mr. Tushar Mehta, SG & Mr. Chetan
Sharma, ASG & Mr Ashish K. Dixit,
CGSC with Mr. Aman Mehta, Mr.
Umar Hashmi, Ms Iqra Sheikh, Mr
Amit Gupta, Mr. Shubham Sharma,
Mr. Yash Wardhan, Ms. Naman, Ms.
Khyaati Bansal, Mr. Gaurav, Advs.
for R-1 along-with Ms Laavanya
Kaushik, GP with Mr. Suchit Goyal,
Dy. L&DO, Mr. Rohit Lather, ASO,
Mr. Bipin Bhatt, SO & Mr. Vijay
Kumar, SO.
Mr. Prateek Kumar, Ms. Raveena Rai,
Mr. Siddhant Grover & Mr. Vinay
Kumar Singh, Advs. for R-2.

94

+ CS(OS) 508/2026, I.A. 15349/2026, I.A. 15350/2026 & I.A.
15351/2026



DELHI GYMKHANA CLUB LTD. STAFF WELFARE
ASSOCIATION

.....Plaintiff

Through: Mr. Jayant Mehta, Sr. Adv. with Mr. Avishkar Singhvi, Mr. Yash Johri, Mr. Omar Hoda, Ms. Eesha Bakshi, Ms. Shubhangi Agarwalla, Ms. Priyansha Sharma, Ms. Aujashri Maken & Ms. Sakshi Raman, Advs.

versus

UNION OF INDIA & ANR.

.....Defendants

Through: Mr. Tushar Mehta, SG & Mr. Chetan Sharma, ASG & Mr. Ashish K. Dixit, CGSC with Mr. Aman Mehta, Mr. Umar Hashmi, Ms. Iqra Sheikh, Mr. Amit Gupta, Mr. Shubham Sharma, Mr. Yash Wardhan, Ms. Naman, Ms. Khyati Bansal, Mr. Gaurav, Advs. for R-1 along-with Ms. Laavanya Kaushik, GP with Mr. Suchit Goyal, Dy. L&DO, Mr. Rohit Lather, ASO, Mr. Bipin Bhatt, SO & Mr. Vijay Kumar, SO.
Mr. Prateek Kumar, Ms. Raveena Rai, Mr. Siddhant Grover & Mr. Vinay Kumar Singh, Advs. for R-2.

125

+ CS(OS) 518/2026, I.A. 15598/2026, I.A. 15599/2026, I.A. 15600/2026, I.A. 15601/2026 & I.A. 15602/2026

MAJOR ATUL DEV RETD & ORS.

...Plaintiffs

Through: Mr. Kapil Sibal, Sr. Adv. with Mr. Gaurav M. Liberhan, Mr. Sumant Vyas, Mr. Arun Singh Rawat & Ms. Akriti Gupta, Advs.



versus

UNION OF INDIA & ANR.

.....Defendants

Through:

Mr. Tushar Mehta, SG & Mr. Chetan Sharma, ASG & Mr. Ashish K. Dixit, CGSC with Mr. Aman Mehta, Mr. Umar Hashmi, Ms Iqra Sheikh, Mr. Amit Gupta, Mr. Shubham Sharma, Mr. Yash Wardhan, Ms. Naman, Ms. Khyati Bansal, Mr. Gaurav, Advs. for R-1 along-with Ms Laavanya Kaushik, GP with Mr. Suchit Goyal, Dy. L&DO, Mr. Rohit Lather, ASO, Mr. Bipin Bhatt, SO & Mr. Vijay Kumar, SO.

Mr. Prateek Kumar, Ms. Raveena Rai, Mr. Siddhant Grover & Mr. Vinay Kumar Singh, Advs. for R-2.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

26.05.2026

%

CS(OS) 507/2026

CS(OS) 508/2026

CS(OS) 518/2026

1. These suits are filed by the members and employees of Delhi Gymkhana Club Ltd. (for short the 'Club'). For the sake of convenience, the prayers made in CS(OS) 507/2026 are reproduced below:

“(a) Declare that the notice bearing L-II(B)-17(9)/99/137 dated 22.05.2026 issued by the Defendant No. 1 is illegal;

(b) Declare that Defendant No. 2 and its members cannot be evicted from the suit premises being the Delhi Gymkhana Club Ltd. comprising of around 27.3 acres of land, including



buildings, offices, stables, and other super structures, located at 2, Safdarjung Road, New Delhi without following due process of law;

(c) Pass a decree of permanent injunction restraining Defendant No. 1, including its agents, officers, employees, or any other person acting on its behalf, from illegally and forcibly dispossessing the Plaintiff from the demised premises known as the Delhi Gymkhana Club Ltd. comprising of around 27.3 acres of land, including buildings, offices, stables, and other super structures, located at 2, Safdarjung Road, New Delhi, contrary to the due process of law pursuant to the Impugned Notice of eviction dated 22.05.2026;

(d) Pass a decree of permanent injunction restraining Defendant No. 1, including its agents, officers, employees, or any other person acting on its behalf, from taking any coercive measures pursuant to the and/or to give effect to the notice dated 22.05.2026 bearing reference no. L-II(B)-17(9)/99/137;

(e) Pass *ad-interim/ interim* orders in terms of prayer (a) and (b), above until disposal of the present Petition; and/ or

(f) Any other or further order(s) as this Hon'ble Court may deem fit in the interest of justice."

2. Summons issued, subject to payment of court fees within ten days if not already paid.

3. Mr. Ashish K. Dixit, learned CGSC accepts summons on behalf of defendant no.1/Union of India (UOI).

4. Mr. Prateek Kumar, learned counsel accepts summons on behalf of defendant no.2/Club.

5. The written statements be filed within a period of eight weeks.

I.A. 15341/2026 In CS(OS) 507/2026

I.A. 15349/2026 In CS(OS) 508/2026

I.A. 15598/2026 In CS(OS) 518/2026

1. The suits are accompanied by applications filed under Order XXXIX



Rules 1 and 2 of the Code of Civil Procedure, 1908 seeking interim relief that no action be taken in pursuance to the communication dated 22.05.2026 (hereinafter referred to as the “impugned communication”). The subject matter thereof is termination of lease, re-entry and resumption of premises comprising Delhi Gymkhana Club, 2, Safdarjung Road, New Delhi.

2. The brief facts relevant for deciding these applications are that in the year 1928, the land was given to the Club on a perpetual lease. Clause 4 of the lease deed provides that the premises or any part thereof can be re-entered by the lessor if required for a public purpose.

2.1 There is a previous history of litigation between the parties to the *lis*. Proceedings were initiated for violation of the terms and conditions of the lease deed and the matter was ultimately settled. The National Company Law Tribunal (NCLT) was approached by the UOI pleading mismanagement by the governing body of the Club and non-utilization of funds towards purpose for which land was allocated. The NCLT allowed the prayer and directed that the fifteen members be nominated by the UOI for running the day-to-day affairs of the Club. The order of the NCLT *vis-à-vis* appointment of the nominee members was upheld by the National Company Law Appellate Tribunal (NCLAT). There is also a writ petition pending with regard to the recovery of lease rent.

3. Dr. Abhishek Manu Singhvi, learned senior counsel appearing for the plaintiff in CS(OS) 507/2026 filed by the members of the Club, contends that a perpetual lease is nearest possible to the transfer of title. The contention is that for re-entry in a perpetual lease, administrative action is not permissible and has to be through due process of law by filing a suit. Reliance is placed upon the judgment of the Supreme Court in ***Express***



Newspapers Pvt. Ltd. v. Union of India, (1986) 1 SCC 133.

3.1 The submission is that the impugned communication is vague, demonstrates no public purpose and the purposes stated therein are contradictory. The action is stated to be violative of Article 300A of the Constitution of India. The grievance raised is that there was no prior notice before issuance of the impugned communication and the action suffers from legal mala fides. It is canvassed that the Club is being managed and run by the nominees of the UOI and in such an oppressed eventuality the members of the Club are taking legal steps to safeguard the interests of the Club.

4. Mr. Kapil Sibal, learned senior counsel appearing for the plaintiff in CS(OS) 518/2026, submits that even in cases of unauthorized occupation of premises, the procedure as per law has to be followed. The notice preceding to initiation of action against the Club is missing. The submission is that validity of Clause 4 of the lease deed is to be tested on touchstone of Constitution of India.

4.1 It is vehemently argued that the preceeding show cause notice for eviction and re-entry cannot be *post facto*, i.e., after the UOI takes over the demised premises. The public purpose stated in the impugned communication is challenged for not having been clearly spelt out or demonstrated. Reliance is placed on the decision of the Supreme Court in ***Sooraram Pratap Reddy & Ors. v. District Collector, Ranga Reddy District & Ors.***, (2008) 9 SCC 552 to buttress the argument that the public purpose must be clearly spelt out and demonstrated.

5. Mr. Jayant Mehta, learned senior counsel appearing for the plaintiff in CS(OS) 508/2026, relies upon Section 8 of the Companies Act, 2013 to contend that in a non-profit company the members are at par to shareholders



and can avail legal remedies on behalf of a company. The submission is that there is no allegation of violation of the lease deed by the Club. Lastly, it is contended that the nominees of the UOI running the Club will not take legal measures and may hand over possession of the Club.

6. Mr. Tushar Mehta, learned Solicitor General of India appearing for the UOI, contends that the impugned communication is *vis-à-vis* the re-entry and termination of the perpetual lease deed and Clause 4 of the lease deed has been invoked.

6.1 It is stated that the apprehension of learned counsel for the plaintiffs is baseless. The governing committee of the Club has already approached the authorities, raising grievances *qua* the impugned communication.

6.2 It is stated that the impugned communication is for termination of the perpetual lease deed and for re-entry and not for forcible eviction. For eviction the proceedings in accordance with law after issuance of notice shall be undertaken. Learned Solicitor General of India relies upon paragraph 7 of the impugned communication, which is reproduced below:

“7. You are directed to hand over peaceful possession of the premises to the representatives of this office on the aforesaid date. In the event of non-compliance, possession shall be taken in accordance with law.”

7. Learned counsel appearing for the Club submits that appropriate steps to redress the grievance against the impugned communication are being contemplated and already taken.

8. The issue with regard to the validity of Clause 4 of the lease deed and whether the impugned communication is in consonance with Clause 4 and the termination is for a public purpose need not be dilated upon at this stage, as it would have impact on the suit. Another aspect is that there is no prayer



in either of the suits wherein the validity of Clause 4 is under challenge.

9. As regards the contention that there has to be a prior notice before eviction and termination of the lease deed, suffice to say that in view of the statement made by the learned Solicitor General of India the issue of prior notice before eviction does not survive at this stage, at least. So far as the requirement of prior notice for termination of the perpetual lease deed is concerned, it would be taken care of at an appropriate stage in the suit.

10. The apprehension of the plaintiffs and the contention that the governing committee of the Club may act hand in glove with the government to hand over possession of the Club, has lost basis. The factual aspect stated by the learned Solicitor General of India is that the governing body has already approached the authorities raising grievances against the impugned communication and to the similar effect is the stand taken by learned counsel for the Club.

11. The reliance upon the decision of the Supreme Court in ***Express Newspapers Pvt. Ltd.*** (supra) to contend that the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (for short 'PP Act') cannot be resorted to as the Club is not an unauthorized occupant, is of no avail at stage, the issue is premature and presumptive. As on date, there is nothing on record to substantiate that action under the PP Act has been taken and in case the need so arises, the plaintiffs can avail remedies in accordance with law.

12. The *locus standi* of the parties to file the plaint would be determined at an appropriate stage.

13. Taking into account that summons in the main suits have been accepted by the defendants and in view of the statement made by the learned



Solicitor General of India, no further interim directions are called for.

14. At the cost of repetition, the statement is to the effect that eviction, if undertaken would be in accordance with law and after issuance of prior notice. It is reiterated that the apprehension of the plaintiffs that the governing body of the Club may hand over the possession is contrary to the stand taken by the governing body of the Club.

15. Put up on 28.07.2026 before the Joint Registrar for completion of pleadings.

AVNEESH JHINGAN, J

MAY 26, 2026
'ha'/kp