

**BEFORE SH. BIPIN KUMAR SINGH, THE ESTATE OFFICER
LAND AND DEVELOPMENT OFFICE, SANKALP BHAWAN**

IN THE MATTER OF:

UNION OF INDIA

THROUGH LAND & DEVELOPMENT OFFICE

...APPLICANT

VERSUS

DELHI GYMKHANA CLUB

...RESPONDENT

PLAINT

MOST RESPECTFULLY SHOWETH:

1. That the Applicant is the Union of India acting through the Land & Development Office, Ministry of Housing and Urban Affairs, Government of India, being the authority responsible for administration, supervision, regulation and protection of public premises vested in the Union of India.
2. That the present proceedings relate to valuable public premises comprising land admeasuring approximately 27.3 acres situated at 2, Safdarjung Road, New Delhi (hereinafter referred to as "the said premises"), which owned/belongs to the Union of India and constitute "public premises" within the meaning of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
3. That the said premises were leased in favour of Imperial Delhi Gymkhana Club Ltd., now known as Delhi Gymkhana Club Ltd., under a Perpetual

Lease Deed dated 28.02.1928 executed by the Secretary of State for India in Council. The contents and covenants of the lease are undisputed.

4. That Clause 4 of the said Perpetual Lease Deed expressly provides that if the demised premises or any part thereof are required for a public purpose, it shall be lawful for the Lessor to re-enter upon the premises and thereupon the demise and everything contained therein shall cease and determine. For ready reference and convenience of the Ld. Estate Officer, the clause 4 of the Lease Deed is reproduced hereinafter:-

“If the demised premises or any part thereof are required for a public purpose then and in such case it shall be lawful for the Lessor or any person right of re-entry upon any part of the premises hereby demised or of the buildings thereon in the name of the whole or such part to re-entry and thereupon this demise and everything contained therein shall cease that the Lessor shall be liable to pay compensation to the Lessees for the demised premises or the part required thereof”

5. The premises is situated in highly sensitive area and is strategically located in the area of New Delhi. That the Government of India, upon consideration of urgent governmental and institutional requirements, has determined that the said premises are critically required for strengthening and securing Defence infrastructure and other vital public security and other public purposes.
6. That it was further determined that the said land is essential to fulfil urgent institutional needs, governance infrastructure and public-interest projects integrated with the resumption of adjoining Government lands. It is pertinent to mention that various parcels of land in the adjoining and vicinity area have also been resumed/ determined by the Government.

Reference is made to the EP No. Polo No ESO/11-3(2)/2026 wherein the Ld. Estate Officer has passed eviction orders on 20.05.2026.

7. That in pursuance of the aforesaid determination and in exercise of powers under Clause 4 of the Perpetual Lease Deed, the President of India through the Land & Development Office issued notice dated 22.05.2026 determining the lease and ordering re-entry and resumption of the said premises with immediate effect.
8. That by virtue of the aforesaid determination and re-entry, the lease stood determined and all rights, authority and entitlement of the Respondent to continue occupation of the said premises ceased.
9. That under the said notice dated 22.05.2026, the Respondent was directed to hand over peaceful possession of the said premises to the representatives of the Applicant on 05.06.2026.
10. That despite issuance of the aforesaid notice and despite lawful determination of the lease, the Respondent failed to hand over possession of the said premises to the Applicant and continues to remain in occupation thereof.
11. It would apposite to state that certain members of the Respondent Club and Staff Welfare Association approached the Hon'ble High Court challenging afore-stated notice dated 22.05.2026. The Hon'ble High Court has refused to pass injunction regarding the property. Further, the Applicant categorically asserted before the High Court that the possession of the property shall be taken in accordance with law.
12. That the premises in question are valuable Government land situated in the heart of the National Capital and are required for larger public interest, public purpose, governmental requirements and public security infrastructure.
13. That after determination of the lease under Clause 4 of the Perpetual Lease Deed and consequent re-entry by the Government of India, the

continued occupation of the premises by the Respondent is wholly unauthorized and illegal.

14. That the Respondent therefore falls within the ambit of “unauthorized occupation” as defined under Section 2(g) of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and is liable to eviction in accordance with law.

GROUND

- A. Because the premises in question constitute valuable public premises vested in the Union of India and the Government is under an obligation to regulate, protect and utilize such public property in accordance with public interest and public purpose.
- B. Because Clause 4 of the Perpetual Lease Deed expressly reserves power in favour of the Lessor to resume and re-enter upon the premises whenever the same are required for public purpose.
- C. Because the competent authority determined that the said premises are critically required for strengthening and securing Defence infrastructure, public security purposes, urgent institutional needs, governance infrastructure and other public-interest projects.
- D. Because pursuant to the aforesaid governmental determination, the President of India lawfully exercised powers under Clause 4 of the Perpetual Lease Deed and determined the lease by notice dated 22.05.2026.
- E. Because upon determination of the lease and re-entry by the Government, all rights and authority of the Respondent to continue occupation of the premises ceased.
- F. Because despite lawful determination of the lease and despite being called upon to hand over possession, the Respondent failed to vacate the premises and continues in occupation thereof.

G. Because continued occupation of public premises after lawful determination of the lease and resumption for public purpose constitutes unauthorized occupation within the meaning of Section 2(g) of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

H. Because valuable Government land situated in the National Capital cannot be permitted to remain under unauthorized occupation contrary to governmental determination and larger public interest.

15. That the cause of action first arose on 22.05.2026 upon issuance of the re-entry and resumption notice determining the lease and further arose on 05.06.2026 when the Respondent failed to hand over possession of the premises and continues to subsist on account of continued unauthorized occupation by the Respondent.

16. That this Hon'ble Estate Officer has jurisdiction to entertain and adjudicate the present proceedings.

PRAYER

In view of the facts and circumstances stated hereinabove, it is most respectfully prayed that this Hon'ble Estate Officer may graciously be pleased to:

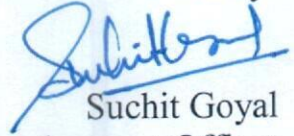
a. Declare the Respondent as an unauthorized occupant within the meaning of Section 2(g) of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971;

b. Pass appropriate eviction orders against the Respondent under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971;

c. Direct the Respondent to hand over peaceful vacant possession of the said premises to the Applicant;

d. Pass such other or further orders as this Hon'ble Estate Officer may deem fit and proper in the facts and circumstances of the present case.

Filed by:



Suchit Goyal
Dy. Land and Development Officer
Land & Development Office
Government of India