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No. 7051/1224
GOVERNMENT OF INDIA,
MINISTRY OF DEFENCE, (D.O.D.C.)
R. K. PURAM, NEW DELHI-110066
DATE: 23 / APRIL / 1993.

THE DIRECTOR, DE
MINISTRY OF DEFENCE,
EASTERN/NORTHERN/SOUTHERN/CENTRAL/WESTERN COMMANDS,
CALCUTTA/JAIPUR/PUNE/LUCKNOW/CHANDIGARH.

SUBJECT: - ABNORMAL DELAY IN THE RENEWAL OF EXPIRED LEASES:

It is observed that a very large number of cases of expired leases of lands presently remain un-finalised despite inordinate delay in some cases which extends to a period of nearly 30 years or so. Such a situation is extremely alarming and unsatisfactory and is a cause of embarrassment to the administration of Cantonment Boards concerned as well as of the Defence Estates Officers concerned. The situation appears to have arisen due to want of timely remedial action from time to time on the part of the concerned C.Os/D.Os in identifying and overcoming the various causes of delay specific in each case. This has obviously resulted in the accumulation of a large extent of arrears comprising of complications. Due to these factors the work relating to execution of renewal deeds and timely recovery of rental dues has also fallen into arrears. The present serious situation calls for immediate and detailed review of each and every case undertaken by you so as to identify the specific reasons for delays and to initiate specific/efficacious steps/actions to ensure renewal of such expired leases or eviction of defaulters/regularisation on a time bound basis.

2. We have identified certain common typical causes for delays. These are by no means exhaustive. However those are being mentioned below as illustrations. The suggested broad remedial line of action that may be adopted at your level in the relevant circumstances of the cases so that renewal action or eviction/regularisation is urgently speeded up are also mentioned below:-

- (i) Death of the lessee(s) & subsequent inheritance complications and private disputes as regards Succession.

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In such cases the due and timely action should be taken under section 73 of the Cantonments Act by the C&O/got initiated by the D.C.O. through the C&O to ensure that the successors/legal heirs are put under obligation

to give information & are traced to be properly pursued in the first instance so that eventually mutation is finalised soon on settlement of inheritance disputes at the earliest. The documents made available by the parties to the C&O in support of their interests should also be obtained by the DEO in the land cases under his management and examined in case the parties have not submitted the certified copies of the relevant papers in connection with mutation in the G.L.R. to the D.E.C. The parties should all along be closely persuaded in a time bound manner in case any further documents are still required from them so that the mutation is carried out within the shortest possible time. Should, however, mutation may not be possible to be decided upon due to pending disputes at the level of the DEO/C&O for any reason whatever the DEO/C&O should invariably obtain legal advice of the Government Counsel/ Cantonment Legal Adviser (as the case may be) and the proposal for mutation in such cases should be submitted to this Director General, D. alongwith the legal advice so obtained.

(ii) Delay in submission of applications for renewal of leases due to the provisions in the renewal clause not altogether discouraging submission of renewal applications even after expiry of leases.

In such cases there is no reason for the DEO/C&O for withholding the proposals for renewal of leases with them after the applications for renewal are submitted. The usual proposal in such cases should be forwarded alongwith the clarificatory reasons furnished by the Lessee(s), if any, for the delay in not applying for renewal earlier. In order that such delays on account of ignorance of the terms of the lease on the part of the lessees or recorded transferees of the lessees are avoided.

purchasers/successors in interest-non-regularisation
 of mutation. Non-submission of application for
 renewal despite caution notices from the DEO/CEO.

In such cases obviously adequate pressure/persuasion will have to be exercised by the DEOs/CEOs on the defaulters but the cases would not be kept pending beyond a reasonable time period. For the violation of Section 73 of the Cantonments Act involved proper prosecution should be filed in the Court and vigorously pursued. Simultaneously in the event of delay in the submission of application for renewal beyond the period of say one year despite prosecution action/caution notices, the DEOs/CEOs should initiate proper action for eviction of the unauthorised occupant Under the PPE Act, 1971.

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(V) Non-observance/breach of certain conditions of the lease requiring condonation.

The breaches of lease conditions must be got detected without delay and firm action has to be taken by the DEO/CEO so that the breaches are removed/stopped or got regularised at the earliest.

In such pending cases the parties concerned have to make applications themselves for renewal as well as condonation/regularisation in their own interest. The DEOs/CEOs should withhold further action on this pending removal/stoppage of the infringement of the lease conditions by the lessee as it would take its own time. In case the lessee is not willing for condonation of the breach of lease or is defying or just not responding to the instructions after proper service, the DEO/CEOs should initiate necessary proposals for determination of the leases and this must not be delay. This will enable the Director ^{ata} General, to obtain orders of the Competent Authority.

(vi) Linkaging of the renewal of lease with the application for conversion into free hold in Civil areas.

In such cases the renewal aspect should be totally delinked from the application for conversion for the simple reason that the conversion can take place only in r/o subsisting lease. The conversion aspect as well as renewal of lease, if already due, should therefore be processed simultaneously.

(vii) Delay in processing the cases in the Offices of DEOs and CEOs.

Want of timely action in the offices of DEOs and CEOs has also partly contributed to the pendency of renewal cases over a long time. This has been viewed with great concern. Urgent steps are obviously required to gear up the official machinery to dispose of pending issues/cases in a time bound manner. Serious view would be taken if the present state of affairs does not show positive and substantial improvements within a couple of months.

- (b) So far as lease forms in Schedule VI of CLA Rules, 1925 and Schedule VIII of CLA Rules, 1937 are concerned, clauses IV thereof provide clear interpretation and scope to the term "lessee". An extract of these clauses is reproduced below for ready reference and appreciation of the point involved:-

(i) EXTRACT OF CLAUSE IV OF LEASE IN SCHEDULE VI OF CLA RULES, 1925.

Provided also that the expressions "Secretary of State" and the "lessee" herein-before used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his heirs, executors, administrators, representatives and assigns."

(ii) EXTRACT OF CLAUSE IV OF LEASE IN SCHEDULE VIII OF CLA RULES, 1937.

"Provided also that the expressions "Lessor" and "Lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his/their heirs, executors, administrators, representatives & assigns."

(c) for the purposes of the above leases, therefore, heirs, executors, administrators, representatives & assigns are included in the category of lessee/lessees. In other words they are required to carry out the obligations of the lessee and discharge his duties also. In this view of the matter where after issue of sanction for renewal of lease the renewal deed is not executed either on account of death of recorded lessee or transfer of lease rights in the meanwhile your first step should be in the direction of ascertaining the particulars of heirs/transferees etc. so that mutation is finalised without delay. Applications received by the DEOs/CEOs from legal heirs of the lessees or the transferees of the leased property for execution of the renewal lease deed by them, should be examined by you principally from the view point of finalising mutation first without any delay. If the devolution of lease hold rights/succession/transfer has correctly taken place in favour of the applicant/claimant and he has a valid claim, you should first take steps for mutation of the rights in the GLR of the site in their name/names. After mutation is carried out he/they would automatically become recorded lessee(s) and the renewal lease deed could then be got executed by him/them so as to finalise the outstanding cases & thus keep your records straight.

(d) In case where any breach of the lease condition or violation of terms or unauthorised constructions have been committed or serious delay after issue of renewal sanction has already taken place, the execution of the renewal deeds in such cases should be undertaken only after full relevant details are reported to this Dte. General, DE and go ahead clearances for execution of renewal deed has been obtained.

5. Finally in order that the subject matter is periodically reviewed and proper progress is ensured, you are further requested to submit a Six monthly progress reports as regards finalisation of renewal of expired leases showing case-wise position and reasons for non renewal. The Six monthly periodical reports should be for the half year ending 30th June and 31st December and reach this Dto. General by 15th of the month following the half year.

Please acknowledge receipt.



DIRECTOR GENERAL
DEFENCE ESTATES
(P.K. KUMARAN)

"COPY TO":-

- 1. All D.E.O.s
- 2. All C.E.O.s

INTERNAL:

- 3. Case file No.705/4/L/DE/91.
- 4. Case file No.18/32/L/L&S/52

MRS/-