
Market

INTRODUCTION

The Directorate of Estates had 47 markets (Annexure-A) in various Central Govt. colonies at Delhi. Out of these ownership was granted to 26 Markets at different points of time on the basis of Cabinet Decisions taken in the years 1978, 1989 & 2000. The remaining 21 are non-ownership markets (Sl. Nos. 27-47, Annexure-A).

Ownership rights were conferred to the shopkeepers of the four rehabilitation markets in 1978, on concessional terms, as a measure of rehabilitation. No land premium was charged from them as the purpose was not to commercialise the transaction but to give as much benefit as possible to the allottees who were mostly displaced persons.

Subsequently, the Cabinet, in its meeting held on 20.10.89 decided to confer ownership rights to 10 more markets (Sl. Nos. 5-14, Annexure-A). Ownership in these 10 markets was offered after charging a percentage ranging between 50% to 80% of the premium for land, at the predetermined commercial rates notified and existing on the date of transfer for the locality/area where the shop is located, plus the present day replacement cost for the shop, minus depreciation. Besides this, they are to be charged annual ground rent @ 2.5% of premium of the land.

In the year 2000, the Cabinet, in its meeting held on 31.08.2000 decided to confer ownership rights to 122 more markets (Sl. Nos. 15-26, Annexure-A). Ownership in these 12 markets was offered after charging 100% premium for land, at the predetermined commercial rates notified and existing on the date of transfer for the locality/area where the shop is located, plus the present day replacement cost for the shop, minus depreciation. Besides this, they are to be charged annual ground rent @ 2.5% of premium of the land.

In terms of a policy made in 1996 pursuant of Hon'ble Supreme Court orders in Shiv Sagar Tiwari Vs Union of Indi, all vacant shops/stalls used to be allotted through open tender to the highest bidder.

Subsequently, in the year 2005 a new policy of auctioning of vacant shops was notified on 8.8.2005

Meanwhile the Cabinet on 27.10.2005 decided to transfer all markets(except Cannought Place Market and INA Market Complex) – earlier under the control of M/o- Urban Development to Local Civic Bodies ie. NDMC and MCD on “as is where is basis” The transfer was made effective vide notification dated 24.3.2006.(Notification annexed). Accordingly all markets along with records have been transferred to the concerned local body (Annexure-B).

ANNEXURE – A

OWNERSHIP RIGHTS GIVEN TO FOUR REHABILITATION MARKETS IN- 1978

1. Sarojini Nagar Market
2. Pleasure Garden Market
3. Shankar (New Central) Market
4. Kamla Market

OWNERSHIP RIGHTS BEING GIVEN TO TEN MARKETS ON THE BASIS OF CABINET'S DECISION DATED 20.10.1989.

5. Babu Market
6. Mehar Chand Market
7. Mohan Singh Market (I.N.A)
8. Ali Ganj Market
9. Sewa Nagar Market.
10. Sector VI Market, R.K. Puram
11. Sector VIII Market, R.K. Puram
12. Sector IX Market, R.K. Puram
13. Sector XII Market, R.K. Puram
14. I.N.A. Platforms.

OWNERSHIP RIGHTS BEING GIVEN TO TWELVE MARKET ON THE BASIS OF CABINET DECISION DATED 31.8.2000

15. Srinivaspuri market
16. Andrews Ganj market
17. Nanakpura market
18. Lancer Road
19. Sector -I Market, R.K.Puram
20. Sector -II Market, R.K.Puram
21. Sector -III Market, R.K.Puram
22. Sector -IV Market, R.K.Puram
23. Sector -V Market, R.K.Puram
24. Sector -VII Market, (Centre -I), R.K.Puram
25. Sector -VII Market, (Centre -II), R.K.Puram
26. Site-D Market, R.K.Puram

REMAINING 21 NON OWNERSHIP MARKETS

27. Ring Road Market (Opp) Nauroji Nagar
28. 'Y' Shape Building (I. P. Bhawan Market)

29. Janpath Market
30. Asia House
31. Minto Road
32. Hanuman Road
33. Lodhi Road Complex, Centre-I
34. Lodhi Road Complex, Centre-II
35. DIZ Area Market, B.K.S. Marg.
36. Vasant Vihar Shopping complex
37. Mohammadpur Shopping Complex.
38. Sadiq Nagar.
39. M.S.D Flats Minto Road.
40. Sector-I Market M.B. Road
41. Sector-III, Market M.B. Road
42. Sector-III-A, Market M.B. Road
43. Sector-III-B, Market M.B. Road
44. Sector-IV, Market M.B. Road(Local Shopping Centre)
45. Sector-IV Market, M.B.Road(Convenient Shopping Centre)
46. Sector-V, Market M.B. Road.
47. HUDCO PLAC

REMANING MARKETS

32. Hanuman Road
33. Lodhi Road Complex, Centre-I
34. Lodhi Road Complex, Centre-II
35. DIZ Area Market, B.K.S. Marg.

Annexure-B

Markets earlier under the control of Directorate of Estates transferred to Local Bodies

Transferred to MCD

1. Pleasure Garden Market
2. Kamla Market
3. Mehar Chand Market
4. Sewa Nagar Market.(Kasturba Nagar)
5. Srinivaspuri market
6. Nanakpura market
7. Lancer Road
8. Sector -I Market, R.K.Puram
9. Sector -II Market, R.K.Puram
10. Sector -III Market, R.K.Puram
11. Sector -IV Market, R.K.Puram
12. Sector -V Market, R.K.Puram
13. Sector VI Market, R.K. Puram
14. Sector -VII Market, (Centre -I), R.K.Puram
15. Sector -VII Market, (Centre -II), R.K.Puram

16. Sector VIII Market, R.K. Puram
17. Sector IX Market, R.K. Puram
18. Sector XII Market, R.K. Puram
19. Site-D ,Mohan Singh Market, R.K.Puram
20. Lodhi Road Complex, Centre-I
21. Lodhi Road Complex, Centre-II
22. Vasant Vihar Shopping complex
23. Mohammadpur Shopping Complex.
24. Sadiq Nagar.
25. Sector-I Market M.B. Road
26. Sector-III, Market M.B. Road
27. Sector-III-A, Market M.B. Road
28. Sector-III-B, Market M.B. Road
29. Sector-IV, Market M.B. Road(Local Shopping Centre)
30. Sector-IV Market, M.B.Road(Convenient Shopping Centre)
31. Sector-V, Market M.B. Road.
32. 'Y' Shape Building (I. P. Bhawan Market)
33. Andrews Ganj Market
34. HUDCO Place 35. M.S.D Flats Minto Road.
36. Minto Road Hostel

Transferred to NDMC

1. Sarojini Nagar Market
2. Shankar (New Central) Market
3. Babu Market
4. Ring Road Market (Opp) Nauroji Nagar
5. Janpath Market
6. Asia House
7. Hanuman Road
8. DIZ Area Market, B.K.S. Marg.
9. Ali Ganj Market

Not to be transferred

1. INA Subzi Platforms
2. Mohan Singh Market, INA

**MANUAL OF OFFICE PROCEDURE REGARDING MANAGEMENT OF CENTRAL
GOVERNMENT MARKETS IN DELHI/NEW DELHI – REVISED UPTO SEPTEMBER , 2005.**

INTRODUCTION

1. Certain executive instructions for administration of markets, entitled "Instructions for administration of Markets" were issued by the Directorate of Estates in 1965 and provisions were made effective from 16.10.1965. Further instructions and orders were issued from time to time modifying earlier executive instructions as and when considered necessary. These modifications were incorporated in the Manual in 1977. Some further instructions/modifications have been issued during the last about 14 years which were included in the Manual of 1992. The Government has also desired that all Manuals should be updated. Hence, the present updated Manual.

2. The terms and conditions of allotment of shops, stalls, platforms and flats are as per the standard Licence Deed (Appendix I read with Appendix I-A) executed between the allottees and the President of India and which have to be read in conjunction with the instructions/orders contained in the present Manual. This Manual is strictly for "Office Use Only" does not confer any right on the allottees who are more strictly governed by the terms of the Licence Deed.

3. ALLOTMENT/RE-ALLOTMENT/RESTORATION

3. (a) (i) All vacancies shall be filled, as a rule, by inviting tenders from the public provided, however, that 22.5% of the vacancies shall be reserved for Scheduled Caste and Scheduled Tribe candidates and 3% of the vacancies shall be reserved for Physically Handicapped category. Applications shall be invited from these communities only in respect of this reserved quota and the allotments shall be made by draw of lots on payment of such economic rent as may be fixed by the Government from time to time and on fulfilling the requirements given in (b) below.

Provided further that only one shop be allotted to a family which would include self/husband, dependent father, mother, dependent son, daughter-in-law, unmarried daughter and that members of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc., (Office Orders No. 12/74 dated 27.4.1974 modified by Office Order No. 1/88 dated 9.8.1988 – Appendix II & III)

ii. All offers of allotment of shops/flats etc., shall be made at the level of Deputy Director with prior approval of Director wherever considered necessary, especially in the cases of allotment on tender basis and in the prescribed Performa. (Appendix IV).

3.(b) All allotments shall be made only on leave and licence basis. However, before the occupation slip is issued, the allottee shall have to :-

i. pay the full amount of security deposit equivalent to six months licence fee and licence fee for one month in advance;

ii. execute a licence deed in the form prescribed (Appendix-I read with Appendix –I A) on a properly stamped paper; and

iii. produce an affidavit giving the local as well as the permanent home address, sworn before a Magistrate I-Class and recent passport size photograph (s) also attested by a Magistrate I-Class/Gazetted Officer.

3.(c) All formalities in respect of allotment of shops, etc., shall be completed within 15 working days.

3.(d) It has been decided by the Government that all the vacant shops under the control of Dte. of Estates will be disposed off through open auction as per O.M./ Office Order No.DE/ MKT/ Genl/Tender/2000 dated 8.8.2005. Appendix III A.

4.CANCELLATION/REVOCAION OF LICENCE

4. (a) Without prejudice to the general power of cancellation of allotment/licence under Clause 2 of the Licence Deed, allotment/licence will be ordinarily cancelled on the following grounds :-

i. If licence fee is in arrears for a period of 2 months or more, provisions of Clause 13 of Licence Deed notwithstanding;

ii. Encroachment in any manner whatsoever contrary to the provisions of Clause 15 of the Licence Deed.

iii. If the verandah in front of the premises, compound, Lane/by-lane of the market is used by any unauthorised person with the implied/tacit connivance of the licensee or if the licensee puts up any hoarding, show-case, etc., or stacks any goods in the verandah, compound, lane/by-lane of the market or carried on any activity in the verandah, compound, lane/by-lane of the market which obstructs the normal movement of the customers or the other licensees or which causes nuisance to the other licensees vide clause 15 of the Licence Deed.

iv. Additions and alterations without prior written permission of the Directorate of Estates vide Clause 6 of the Licence Deed. Grant of written permission for additions/alterations shall be considered on the basis of the report/comments of the C.P.W.D. authorities not below the level of Assistant Engineer. However, no permission may be insisted upon in respect of wooden partitions/shelves etc., fixed inside the shop etc., by the allottees/licencees for the purpose of running their trade provided that it does not cause damage to the building or to the electric or sanitary installations and further provided that they are not considered objectionable by the C.P.W.D.

v. Introduction of any partner or transfer of possession of the full premises or any part thereof or if the allottee carries on business in the premises with any other person or assigns, transfers, changes or otherwise alienates his interest in the premises, vide Clause 8 of the Licence Deed.

vi. If the licensee permits the premises or any part thereof being used by any other person(s) for any purpose, whatsoever, without the previous consent in writing of the Licensor vide Clause 8 of the Licence Deed.

vii. In any of the cases covered by Clause 14 of the Licence Deed that is to say :-

I. If the licensee(s) being an individual or if a firm, any partner in the licensee firm, shall die, or at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership or if the firm be dissolved under the partnership Act; or

II. If the licensee (s) being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager;

viii. If the licensee or any member of his family dependent on him builds/purchases his own or arranges for any other shop; commercial flats, etc., on rent/licence fee from any other source whatsoever vide Clause 12 of the Licence Deed;

ix. If the licensee uses the shop etc., for a trade other than a trade for which it has been allotted, without the prior written permission/ consent of the Directorate of Estates and Local/Municipal authorities whatsoever needed;

x. If the licensee fails to comply with any instructions/ directions/ requirements of the Directorate of Estates such as production of affidavit indicating local/permanent home address sworn before a Magistrate I-Class and passport size photograph duly attested by Magistrate I-Class/Gazetted Officer etc.

In cases 4 (ii) to 4 (vi), 4 (viii), 4 (ix) and 4 (x), notice shall be served on the licensee, to show cause within 21 days of the date of issue thereof, as to why action for cancelling the allotment may not be taken. If the breach is removed by the licensee during this notice time, no action for cancellation may be taken against him. If the breach is not removed and after considering the cause, if any, shown by the licensee in pursuance of the said notice and any evidence which he may produce in support of the same and after giving him a reasonable opportunity of being heard, if the Assistant Director (Markets) is satisfied that the licensee has committed the breach, the allotment may be cancelled.

In case of 4 (I), a notice of demand may be sent to the licensee asking him to pay the arrears within 15 days of the receipt thereof failing which action for cancellation may be taken on the expiry of the said period. The Government may, without prejudice to its rights, by giving 30 days notice in writing to the licensee, determine the licence. In case of 4 (vii), the allotment will be cancelled straight away.

4. (b) Procedure for making Enquiries in case of Subletting – Ref. Para 4 (a)(v) and (vi) ibid

On receipt of a complaint/report regarding partial/full subletting or if subletting otherwise comes to the notice of the Directorate of Estates, and the Deputy Director In charge is prima facie satisfied as to the existence of subletting, a 15 days 'Show Cause Notice' shall be issued to the original allottee/licensee and to the alleged sublettee(s) at the shop address as well as at the residential address or other contact addresses where they may be reasonably found. A spot enquiry may be conducted by a team of two officers of the minimum level of Assistant Director to be detailed for the purpose, who should submit their findings within a maximum period of 15 days.

After considering the cause, if any, shown by the allottee/sublettee(s) and any evidence which he/they may produce in support of the same and after giving him/them a reasonable opportunity of being heard, the Deputy Director of Estates (Markets) will decide with the help of the report of the spot inspection, if any, as decided above, whether a case of subletting is established. It would be a speaking and a well reasoned decision discussing the matter etc., relied upon by the

allottee/licencee/sublettee(s) of the department in support of their respective contentions

5. LICENCE FEE

a. The original licence fee in respect of premises shall be fixed by the Government from time to time/revised periodically provided that the original allottees in the four Rehabilitation Markets (P.G. Market, Shankar Market, Kamla Market and Sarojini Market) will normally continue to pay the same licence fee as was payable by them on the date and when these markets became vested in the Directorate of Estates i.e. 1.4.58. However, such of the original allottees in occupation of these markets prior to 1.4.1958 and to whom allotments were actually given after 1.4.1958 and consequently had been paying higher licence fee, were extended the benefit of concessional licence fee retrospectively i.e. with effect from the date of occupation. (Office order No. 9/74, dated 12.3.1974 - App. V).

b. Where premises are allotted on tender basis, the licence fee shall be in accordance with the rate at which the tender is accepted, subject to such changes as may be made by Government from time to time.

c. Licence fee shall be paid by the allottee in advance before the 10th day of each month. In the case of default to pay the licence fee before the 10th day of the month to which it relates, the licencee(s) shall pay interest, which will form part of the licence fee, at the rate of 12% per annum on the arrears of licence fee from the 1st day of the month i.e., from the month in respect of which the default in payment takes place, till the date prior to the effective date of determination of the licence. In case the licencee(s) fail to clear the areas with interest as afore-said before the effective date of determination of the licence, he shall also pay interest at the rate of 12% per annum of the damages recoverable @ 50% (@ 7 & ½% till 12.7.1977) per month over and above the existing licence fee, from the effective date of determination of the licence till the clearance of all the dues in respect of the premises or till the vacation of the premises, whichever is earlier. In the case of the licencees existing on 11.8.1975, the interest as afore-said shall be charged on the arrears but standing as on the 1st July, 1975.

(Office Order No. 2/75 DE/MKT/22/1/73 dated 11.8.1975, App. VI)

(Office Order No.1/77, DE/MKT/9/3/77, dated 13.7.1977, App. VII).

However, interest would be chargeable from the Central Government Employees Consumers Cooperative Stores, Post Offices, Super Bazar, Nationalised Banks, Delhi Public Library and Delhi Electric Supply Undertaking in respect of the premises allotted to them, if they fail to pay the licence fee by the last day of the month to which it relates

(Office Order No.DE/MKT/22/11/73 dated 21.2.1976, App. VIII)

In legal heir cases, if the adhoc.10.1991, App. IX)

d. In the event of new partnership or regularisation in the name of a sublettee in the cases of shops, etc., allotted on economic/ concessional licence fee, the following licence fee shall be chargeable:

1. The occupant in whose name the premises to be regularized shall pay atleast three times the economic license fee per month from the date of regularization.
2. The enhanced license fee shall be revised atleast by 15 % every three years. However, in any case it should not be less than the economic license fee payable by other shopkeepers for a similar type of shop etc. The first revision shall take place alongwith revision of other markets in general.
3. In case where shop has been allotted on tender basis the occupant in whose name the shop is to be regularized shall pay atleast 50 % of the tendered license fee over and above it. In any case it should not be less than three times the economic license fee. In this case too the revision provision as stated at (ii) above shall be applicable. (Office Order No. DE/MKT/4/21/95 dated 25.7.1996 , Appendix-VII A.)

6. DAMAGES

a) (i) Cases where premises are allotted on tendered licence fee/economic licence fee

Damages may be recovered at the rate of 50% over and above the existing licence fee for the period from the date of cancellation upto the date of regularisation/restoration or vacation of the shop, whichever is earlier.

(Office Order No.1/77, DE/MKT/9/3/77 dt.13th July, 1977 – App.VII)

ii. Cases where shops are allotted on concessional licence fee.

Damages may be recovered at the rate of 50% over and above the existing licence fee for the period from the date of cancellation up to the date of regularisation/restoration or vacation of the shop, whichever is earlier.

(Office Order No.1/77, DE/MKT/9/3/77 dt.13th July, 1977 – App.VII)

In cases of cancellation of allotment of shop on account of death of allottee, adhoc damages

equal to the licence fee paid/payable by the deceased allottee will be recovered. But in case the allotment is cancelled due to some irregularity like unauthorised construction/ encroachment, arrears of licence fee etc., before the death of allottee, damages will be recovered at the rate of 50% above the precancellation licence fee as per (a) above. After removal of cause of cancellation till the unit is regularised in favour of the legal heir, an amount equal to precancellation licence fee termed as adhoc damages will be reserved.

However, in rare cases where adhoc damages are recovered but, the unit is not finally regularised in favour of legal heir, Market Section will denovo deal with the case as that of Unauthorised occupation beyond the date of cancellation and will issue instructions in partial modification of the earlier cancellation letter, for the recovery of ad hoc damages at the usual rate (50 % above the precancellation rate). Interest recovery and adjustment will also be governed by the normal procedure

(Office Order No. 2/91, DE/MKT/9/3/77, dated 15.10.91 Appendix-IX.)

Market Accounts Section shall send the monthly return to Market Section by 15th of each month indicating Marketwise outstanding dues from defaulting allottees who have failed to deposit licence fee for 2 months continuously.

7. PAYMENT OF ARREARS OF LICENCE FEE/DAMAGES BY INSTALMENTS

The Deputy Director of Estates in charge of Markets may in his discretion allow the arrears of licence fee/damages to be paid by monthly instalments (not exceeding 12) having regard to the facts and circumstances of the case; provided that installments in excess of 12 may be granted by the Deputy Director of Estates only with the prior approval of the Additional Director of Estates/ Joint Secretary. Provided that, if the recovery case is pending before an Estate Officer appointed under section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 the question of granting instalments shall be left to be decided by the Estate Officer in his own discretion.

8. RESTORATION OF ALLOTMENT

a. Requests for the restoration of an allotment shall be ordinarily considered if the following conditions are satisfied

i. The cause of cancellation is removed by the ex-allottee

ii. All the arrears of licence fee or dues including damages are deposited by the ex-allottees with the Directorate of Estates;

iii. The ex-allottee furnished his recent passport size photo duly attested by a Magistrate I-class or a Gazetted Officer and also an affidavit giving his local as well as permanent home address duly attested by a Magistrate-I Class and execute a fresh Licence Deed on the same licence fee payable immediately before cancellation, or at such other rates as may be fixed by government.

iv. There is no subsisting breach in terms of any other provisions of the Licence Deed on the part of the allottee/ex-allottee.

b. Restoration of allotment shall be allowed only with the prior approval of the Deputy Director of Estates in charge of Markets.

C. PROCEDURES AND RECOVERIES IN RESTORATION CASES

i. Where allotment was cancelled due to arrears of licence fee : The ex-allottee shall pay damages at 50 % over and above the precancellation licence fee including arrears till the date of payment and also till any other irregularity like unauthorised construction/ encroachment, subletting, etc., existing in the premises is removed. Licence fee at the precancellation rate will be charged from the effective date of restoration

ii. Where allotment was cancelled due to unauthorised construction/ encroachment :- The ex-allottee shall pay damages at 50 % over and above the licence fee till the cause of cancellation and also any other irregularity like non-payment of dues, subletting, etc., existing in the premises has been removed. The licence may thereafter be restored at the precancellation rates(s) from the effective date of restoration.

iii. Where allotment was cancelled due to subletting :

Restoration to the ex-allottee will be made if cause of cancellation and also any other irregularity like arrears of dues, unauthorised construction etc., existing in the premises has been removed by adding 50 % to the precancellation rate or to economic licence fee whichever is higher, with effect from the date of cancellation. The precancellation rate will not be applicable in these cases on restoration

iv. Where the premises had been sealed or got vacated :

These may be restored to the ex-allottees where the possession has not been passed on to the new parties. The ex-allottee shall pay damages at 50 % over and above the precancellation licence fee till the date all dues have been cleared and any other irregularity like unauthorised

construction, etc, existing in the premises has been removed. This will not apply to the subletting cases as in (iii) above or partnership cases as in 9 (a) below.

(Office Order No. 1/77/ DE/MKT/9/3/77dated 13.7.1977 App. VII)

v. The sublettee will clear all the dues including fresh security deposit at the rate of enhanced licence fee by adjusting the security deposit already available with the Government at precancellation rates for the commercial premises.

(Office Order No. DE/MKT/S-XII/St. (8)/694 dated 24.12.1975 App. X)

vi. The additions and alterations made before 13.7.1977 had been allowed subject to :-

i. These conforming to the building bye-laws of the local body.

ii. The C P W D being satisfied about the structural safety after these additions and alterations

iii. The ownership of these additions and alterations being vested in Government without any liability on the part of Government to reimburse the cost to the party if , at any stage, he is required to vacate the premises on account of any breach or any other reason

iv. The rent being enhanced proportionately for the extra area covered and will be payable with effect from the date of additional area was covered and the party enjoyed the benefit of the extra space.

(O.O. No.1/77 DE/MKT/9/3/77 dated 13.7.1977 App VII)

9. REGULARISATION OF ALLOTMENT

a. Through Partnership Deed

(I) Entered on or before 6.5.1975

Allotment of shop etc., in favour of surviving partner(s) by way of regularisation will not be made as a matter of course or write and will ordinarily be considered only if a request is received for the purpose and if following conditions are satisfied :-

i. An attested copy of each of the Partnership Deed and dissolution Deed as a documentary proof that this partnership had actually existed before the crucial date (6.5.1975) is submitted along with their originals and also an affidavit (original) duly sworn before Magistrate-I Class to the effect that the original allottee has no objection to the transfer of the unit in favour of the surviving partner.

(O.O. No. 1/77 DE/MKT/9/3/77 dated 13.7.1977 Appl. VII)

ii. Payment of licence fee at 50 % above precancellation rate or above the economic licence fee whichever is higher

iii. Clearance of all the arrears including the enhanced licence fee as in 2 above, service charges and any other dues as may be stipulated in the offer.

iv. Deposit the prescribed cash security and advance licence fee for one month.

v. Furnish an undertaking to deposit the licence fee in advance every month regularly

vi. Furnishing an indemnity bond, if necessary, in the prescribed proforma, on non-judicial stamp paper of Rs. 10 (ten).

vii. Removal of all encroachments/unauthorised construction at the premises provided, however,

that encroachment relating to the period prior to 18.8.1971 shall not taken into account for this purpose.

viii. Latest passport size photograph duly attested by a Magistrate-I Class or Gazetted Officer and an affidavit duly attested by a Magistrate-I Class declaring his local as well as permanent home address.

ix. Execution of a fresh licence Deed in the prescribed proforma by the surviving partner(s) on the licence fee fixed for the purpose.

(II) Partnership entered after 6.5.1975 till 20.10.1989

Such type of cases will be dealt as per Office Order No. DE/MKT/4/21/95 dated 25.7.1996 Appendix VII A

Such type of cases will be dealt as per Office Order No. DE/MKT/4/21/95 dated 25.7.1996 Appendix VII A

A shopping unit may be regularised in favour of a sublettee in the manner indicated in sub para (a) above subject to the condition that the sublettee had been in actual occupation of the premises etc., continuously with effect from a date earlier than the crucial date of 6.4.1975 subject to sufficient proof being available in support thereof and that he will have to pay licence fee at 50 % above the precancellation rate or above the economic licence fee whichever is higher effective from his date of actual occupation of the premises.

(O.O. No.2/77 DE/MKT/9/3/77 dated 22.8.1977 – App XI)

A shop may be regularized in favour of a sublettee who came into occupation of the shop after 6.5.1975 till 20.10.1989 as per Office Order No. DE/MKT/4/21/95 dated 25.7.1996 Appendix VII A

c. To a Legal Heir :-

i. On the death of an allottee the shop may be regularised in the name of the applicant if he/she is widow, son (including adopted son) or unmarried daughter provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such allotment/regularisation.

Provided that the first preference for regularisation may be given to the widow of the deceased. If the widow is not there or if she is not willing to take it, the shop may be regularised in the name of son or daughter whom all the surviving sons/ daughters of the deceased allottee collectively put forward for same. In other words, regularisation will not be done in favour of all the sons/daughters who may have a claim but it will be allowed in favour of that individual who is put forward by them for this purpose.

(O.O. No. DE/MKT/34 (5) 66 dated 21.2.76 (APP. XII)

Provided further that if the widow predeceases the allottee or where she dies soon after the death of the husband, regularisation may be allowed in the name of Son/daughter of the deceased allottee after obtaining the usual "No Objection Affidavit" from all concerned and observing the usual formalities.

(O.O. 5/77/DE/MKT/9/3/77 dated 9.11.1977 App. XIII)

Provided further that in cases where the deceased allottee happens to be unmarried and as such does not leave behind any legal heir (s) mentioned in the first proviso; the shop may be transferred in the name of the deceased allottee's father/ mother provided he/she is not an earning hand and has no children to support him/her.

Further, as per advice of Ministry of Law & Justice, Department of Legal Affairs (dated 5.1.2001 in file No. DE/MKT/4/4/2000) it was decided to regularize the allotment of shops in the name of any of the Class I heirs including the son of the pre deceased son of the allottee, when all other Class I legal heirs agree to it. Since all Class I heirs inherit simultaneously, the shop may be regularized in their joint names or in the name of an individual legal heir if the other legal heirs so agree.

ii. The regularisation of allotment in the name of legal heirs on the death of the allottee will be made on the same licence fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his death. However, licence fee at 50 % above the precancellation rate in the name of original allottee used to be recovered before 18 October 1977.

(O.O. No. 4/77 No. DE/MKT/9/3/77 dated 18.10.1977 – App. XV)

(O.O. No. DE/MKT/34/5/66 dated 21.2.1976 – App. XII)

iii. Allotment of the unit may be regularised in the name of a legal heir subject to the fulfilment of the following conditions :-

- He is in actual and effective occupation of the shop etc.
- Clearance of arrears including service charges and all other dues as stipulated in the offer;
- Execution of a Licence Deed in the prescribed cash security and advance licence fee for one month
- Deposit of prescribed cash security and advance licence fee for one month.
- Furnishing of undertaking to deposit the licence fee in advance every month regularly and on Indemnity Bond in the prescribed proforma, if necessary, on a non-judicial stamp paper of prescribed denomination.
- Removal of all encroachments/unauthorised construction at the premises provided, however that encroachments relating to the period prior to 18.8.1971 shall not be taken into account for this purpose.
- Latest passport size photograph duly attested by a Magistrate I Class or a Gazetted Officer and an Affidavit declaring his local as well as permanent/home address duly attested by a Magistrate I Class.

10. RESTRICTION OF TRADES

When a shop is allotted for a specific trade viz., Restaurant, Halwai Shop, Chakki, Meat, Fish, Poultry, Fuel Depot, the allottee will not ordinarily be allowed to change the trade. Atta Chakkis may be permitted on prescribed terms and conditions (App XVI). The allottee of other shops where trade has not been specified, may carry on a trade according to their own choice subject to Local/municipal bye-laws. The business to be carried out should not be such as may be prohibited by local/municipal bye-laws in force from time to time. Any change in business from the one specified should be intimated to the Directorate of Estates immediately and in any case not later than a month.

(O.O. No. DE/MKT/18/1/71 dated 3.8.1972 App XVI)

Provisions were made subsequently vide order dated 22.7.2002 to consider permitting change of trade on payment of five times of the existing licence fee of the shop, subject to fulfillment of certain conditions.....

(O.M No. DE/MKT/4/16/96/Genl/Policy dated 22.7.2002 Appendix XVI A)

11. MUTUAL EXCHANGE

Mutual exchange of shops, platforms, stalls, flats etc., allotted/ managed by the Directorate of Estates may be permitted at the discretion of the Directorate of Estates either within the same market or between different markets provided both the parties concerned :

- i. Submit a written request to the effect that mutual exchange of shops is desired, indicating their status viz., original allottees on concessional rates, original allottees on tender basis, regularised subletting etc.
- ii. Specify the trade(s) they propose to carry on in the shops after the mutual exchange subject to the condition that the trade shall not be such as is likely to offend the bye-laws of local/ municipal authorities.
- iii. Undertake to pay such licence fee as may be fixed by the Directorate of Estates for the prospective shops at the time of exchange and also to agree to it and also to execute fresh Licence Deed for each shop.

12. GRANT OF OWNERSHIP RIGHTS

(i) Ownership rights were earlier conferred on the original allottees who were in occupation of shops on or before 6.5.1975 in four rehabilitation markets viz., Kamla Market, P.G. Market, New Central Market (Shankar Market) and Sarojini Nagar Market under Dte. of Estates as per decision taken by the Cabinet in the year 1978, on concessional terms , as a measure of rehabilitation. No land premium was charged from them as the purpose was not to commercialise the transaction but to give as much benefit as possible to the allottees who were mostly displaced persons. The structure was transferred to the allottees/occupants eligible for allotment on payment of the capitalized value equivalent to 20 years rental. Land underneath the structures will continue to be leased on a restricted basis at a ground rent of 2.5% per year of the market value of the land as on date of transfer.

(ii) Further, ownership rights were conferred on the original allottees/ subsequent allottees/ occupants who were in occupation of shops on or before 20.10.1989 in 10 more Markets viz. Babu Market(Sarojini Nagar), Mehar Chand Market(Lodhi Road), Mohan Singh Market(INA). R.K.Puram Sector VI, R.K.Puram Sector VIII, R.K.Puram Sector IX, R.K.Puram Sector XII, INA

Maarket(Platforms only), Aliganj Market(Lodhi Colony) & Kasturba Nagar Market(Sewa Nagar) by charging percentage of the premium for land at predetermined commercial rates notified and existing on the date of transfer for the localities/ area where the shop is located. Office Order/ letter No. DE/ MKT/ 4/16/68 Vol V dated 21.10.1989. Appendix XVII.

(iii) Further, ownership rights are being conferred on the original allottees/ subsequent allottees/ occupants who were in occupation of shops on or before 31.8.2000 in 12 more Markets viz. Srinivaspuri Market, Andrews Gunj Market, Nanakpura Market(I&II), Jawahar Market(Lancer Road), Sector I Market R.K.Puram, Sector II Market R.K.Puram, Sector III Market R.K.Puram, Sector IVMarket R.K.Puram, Sector V Market R.K.Puram , Sector VII Market (Centre I) R.K.Puram, Sector VII Market (Centre II) R.K.Puram and Site 'D' Market, R.K.Puram by charging 100% premium for land on the notified Commercial Land Rates applicable on the date of transfer. Office Order/ letter No. DE/ MKT/ 4/5/90 Vol IV dated 10.10.2000. Appendix XVIII.

13. RELAXATION OF RULES

The Government may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/instructions governing the policy of allotment, regularisation, restoration of shops etc., in Central Government Markets managed by the Directorate of Estates

[Appendix-I](#)

[Appendix-IA](#)

[Appendix-II](#)

[Appendix-III](#)

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[NOTIFICATION - March 2006](#)

[Annexure-I](#)

[Annexure-II](#)

[Appendix-IX](#)

[Appendix-X](#)

[Appendix-XI](#)

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