



2025:DHC:1183



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Judgment pronounced on: 24.02.2025**+ **W.P.(C) 11748/2022**

ESTATE OF MAHARAJA DR KARNI SINGHJI OF BIKANER
THROUGH EXECUTRIXPetitioner
Through: Mr. Sriharsha Peechara, Mr. Akshat
Kulshreshtha and Mr. D.S. Bhanu,
Advvs.

versus

UNION OF INDIA AND ANRRespondents
Through: Mr. Rakesh Kumar, CGSC and
Mr. Sunil, Adv. for UOI.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

JUDGMENT

1. The present petition has been filed by the Estate of Late Maharaja Dr. Karni Singh, represented by Ms. Rajyashree Kumari Bikaner (Executrix and daughter of the Late Maharaja), seeking relief against the Union of India (respondent no. 1). The petition *inter alia* prays as under –

“(a) Pass an appropriate writ of mandamus or any other order or direction directing the Respondent No. 1 to not withhold the outstanding arrears of rent, being one-half of the amount paid to the Respondent No.2, from October 1991 to December 2014;

(b) Pass an appropriate writ, order or direction directing the Respondent No. 1 to not insist upon issuance of a No Dues Certificate from the Respondent No.2 for the release of outstanding rent to the Petitioner for the Bikaner House property”



2. The factual conspectus is that Bikaner House, located in New Delhi, was undertaken to be developed by Maharaja Ganga Singh (predecessor to Dr. Karni Singh) between 1922 and 1949.

3. Subsequently, after the integration of princely states into the Indian Dominion, Bikaner House was included in the official document titled “Inventory of the Private Properties of the Ruler of Bikaner.” The concerned property was listed under the category “Outside the Bikaner State” with the designation “Plan No. (20)”. The fate of the property was intended to be resolved through discussions between the Government of India and the respective rulers. Following these discussions, Bikaner House was classified as “state property.”

4. Thereafter, the Bikaner House was taken on lease by Ministry of States/Government of Indian (respondent no.1) from the Government of Rajasthan (respondent no. 2) and Dr. Karni Singh, the Ex-Ruler of Bikaner, on 15.03.1950. The lease was not formalized through a written lease agreement; rather, it was agreed that the building would be occupied on a monthly tenancy basis, with a rental amount of Rs. 3,742/- per month. According to this arrangement, 67% of the rent was to be paid to the Government of Rajasthan, while 33% was allocated to the Maharaja of Bikaner, Dr. Karni Singh.

5. Thus, the Ministry of States/Government of India communicated on 20.10.1951 that one-third of the rent from the property would be released to the Maharaja’s Estate. The said communication dated 20.10.1951 is reproduced as under –

“D.O. No. F. 36(25)-PB/51



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GOVERNMENT OF INDIA
MINISTRY OF STATES
NEW DELHI-2

October 20, 1951

We have carefully considered Your Highness' letter dated 28th July 1951 regarding the decision that the New Delhi house should be treated as State property.

2. As Your Highness is aware, we had to decide the question of the Delhi houses on certain general principles and in accordance with those principles it will be very difficult for us to make an exception in the case of your house, I am afraid therefore it will not be possible for the Government of India to revise the decision that the house should be State property. In view however of the various circumstances connected with the Delhi houses, the Government of India have decided that without prejudice of the decision that the house will be State property and as a purely ex gratia arrangement, one third of the rental value of the house should be paid to Your Highness. If the house is to be sold the permission of the Government of India will be necessary under the terms of the lease. The Government of India have decided that such permission would be accorded only on condition that 75% of the incremental value is paid to them. In the event of sale, therefore, Your Highness will be entitled to one-third of the sale price minus this share of the Government of India.

We hope Your Highness will realise that this is a fair enough proposition.

With kind regards,

Yours sincerely,

Sd/ -

(V. Shankar)

*His Highness Maharajadhira Raj Rajeshwar Shiromani
Maharaj a Shri Karni Singhji Bahadur,
Maharaj a of Bikaner.
BIANER (RAJASTHAN)”*

Payments were made regularly until 1986 to the Government of Rajasthan and until 1991 to Late Maharaja Dr. Karni Singh.

6. On 26.06.1986, Dr. Karni Singh executed a will, designating the property of Bikaner House as part of his 'Residuary Estate.' Two years later, on 06.09.1988, Dr. Karni Singh passed away.



7. Respondent no. 1 was informed about the demise of Dr. Karni Singh in November 1991, and the petitioner requested the release of rent in four equal instalments for the legal heirs. Since the said representation, the respondent no.1 has stopped making the payment to the petitioner.

8. It is submitted that the respondent no. 1 misinterpreted this request of releasing the rent in four equal instalments for the legal heirs, as a 'dispute among legal heirs,' which led to the rent being withheld by the respondent no. 1.

9. The petitioner continued to follow up with the respondent no. 1 through numerous letters. It is submitted that the probated will had already been submitted in 1991, but respondent no. 1 insisted on receiving it again, further delaying the process.

10. It is further submitted that in 2005, the respondent no. 1 for the first time, requested a 'No Dues Certificate' from respondent no. 2, which the petitioner asserts was entirely unreasonable, as there were no dues owed by the petitioner to respondent no. 2.

11. Subsequently, in 2013, the respondent no. 2 filed a suit in the Supreme Court seeking possession of the Bikaner House. The Supreme Court, by order dated 01.12.2014, directed the respondent no. 1 to vacate the property, which was done on 17.12.2014. The keys of the property were handed over to the officials of respondent no. 2.

12. The petitioner submits that despite the vacation of the premises by December 2014, the arrears of rent from October 1991 to December 2014 remained unpaid, and the 'No Dues Certificate' was still not issued by respondent no. 2.



13. Thereafter a legal notice was sent to respondent no. 2 on 26.02.2016, demanding the issuance of the 'No Dues Certificate', but again, no action was taken. This was followed by a writ petition (WP (C) No. 10905/2016) filed by the petitioner in the Rajasthan High Court seeking the issuance of the certificate and clarification on its denial. Respondent no.2 filed a short affidavit in the said proceedings, stating it was unclear why the Central Government sought the certificate.

14. The petitioner submits that despite the petitioner sending several follow-up letters and legal notices to both the respondents between 2005 and 2014, the issue remained unresolved.

15. The petitioner argues that respondent no. 1 has failed to uphold its commitment made in the letter dated 20.10.1951.

16. Aggrieved by the same the petitioner has now approached this Court.

17. The respondent no. 1 while objecting to the contentions of the petitioner submits that the payment of rent was suspended in 1991 following a dispute among the legal heirs of Maharaja Dr. Karni Singh. It is submitted that the rent payments were withheld, primarily because the heirs were unable to provide a probated will that clearly identified the rightful recipients of these payments.

18. Respondent no. 1 asserts that the non-submission of the probated will, along with the failure to provide the necessary No-Dues Certificate from respondent no.2, coupled with ongoing disputes among the heirs of Maharaja Dr. Karni Singh, has prevented the authorities from processing the rent payments for the period following his death.

19. The respondent no. 2 objects to the contention of the petitioner by submitting as under –



- i. The present writ petition is highly belated and suffers from gross delay. The last cause of action, arose in October 2014, yet the writ petition was only filed in 2022.
- ii. The petitioner could have pursued a substantive civil suit for recovery of rent from the Union of India. However, due to the lapse of time, the limitation for filing such a suit has expired, and the petitioner has circumvented this bar by filing the present writ petition.
- iii. Since the issues raised are primarily disputed questions of fact, these cannot be properly adjudicated in a writ petition. The appropriate legal course would have been to file a civil suit, and absent such a suit, this writ petition is not maintainable.
- iv. It is further submitted that the petitioner has not sought any reliefs against the State of Rajasthan in the prayers made in the current writ petition. Therefore, the present petition, which involves matters related to the Union of India, does not concern the State of Rajasthan.
- v. It is submitted that the respondent no.2 is the sole and exclusive owner of the Bikaner House, and it is emphasised that the letter of 20.10.1951 merely stipulates that as an ex-gratia payment, the petitioner would receive one-third of the rental value of the property.

20. After having considered the submissions of respective counsel, this Court finds no merit in the contentions raised by the petitioner. The petitioner has failed to establish any legal right over the concerned property, nor has it demonstrated any legal right in respect of any alleged “arrears of rent” from respondent no.1.



21. It is an undisputed fact that the property in question is state property. This is also explicitly stated in the letter dated 20.10.1951, upon which the petitioner itself relies upon. The relevant extract from the letter is as follows-

“2. As Your Highness is aware, we had to decide the question of the Delhi houses on certain general principles and in accordance with those principles it will be very difficult for us to make an exception in the case of your house, I am afraid therefore it will not be possible for the Government of India to revise the decision that the house should be State property. In view however of the various circumstances connected with the Delhi houses, the Government of India have decided that without prejudice of the decision that the house will be State property and as a purely ex gratia arrangement, one third of the rental value of the house should be paid to Your Highness.....”

22. It is also undisputed that the respondent no. 2 holds full and absolute rights over the property in question. In light of the respondent no. 2's ownership of the property, it is important to note that in 2013, the respondent no. 2 filed a suit before the Supreme Court seeking possession of Bikaner House. The Supreme Court, by order dated 01.12.2014, acknowledged the rights of respondent no. 2 over the property and directed the respondent no. 1 to vacate the property. The respondent no. 1 complied with the court's order, and the property was vacated on 17.12.2014.

23. The petitioner's entire claim is based on a letter dated 20.10.1951, which indicates that respondent no. 1 agreed to grant one-third of the rent to the petitioner on an “ex gratia” basis. The relevant portion of the letter clearly states -

“....In view however of the various circumstances connected with the Delhi houses, the Government of India have decided that without prejudice of the decision that the house will be State property and as a purely ex gratia arrangement, one third of the rental value of the house should be paid to Your Highness.....”



24. It is well-established in law that ex gratia payments are discretionary and are not enforceable as a matter of legal right. Such payments are made voluntarily by the paying party and cannot be claimed as an entitlement.

25. Respondent No. 1 did, in fact, provide the Late Dr. Karni Singh with one-third of the rent while he was alive, and this was done purely on an ex gratia basis. After the death of Dr. Karni Singh, his heirs cannot claim these payments as a matter of legal right.

26. In, *Union of India and others v. C. Krishna Reddy*, 2003 (12) SCC 627, the Apex Court has observed as under -

13. It is well settled by a catena of decisions of this Court that a writ of mandamus can be granted only in a case where there is a statutory duty imposed upon the officer concerned and there is a failure on the part of that officer to discharge the statutory obligation. The chief function of the writ is to compel performance of public duties prescribed by statute and to keep subordinate tribunals and officers exercising public functions within the limit of their jurisdiction. Therefore, in order that a mandamus may issue to compel the authorities to do something, it must be shown that there is a statute which imposes a legal duty and the aggrieved party has a legal right under the statute to enforce its performance. [See Bihar Eastern Gangetic Fishermen Coop. Society Ltd. v. Sipahi Singh, AIR para 15, Lekhraj Sathramdas Lalvani v. N.M. Shah, Dy. Custodian cum Managing Officer and Umakant Saran (Dr.) v. State of Bihar.]

14. By the very nature of things, no one has a legal right to claim a reward. The scheme itself shows that it is purely an ex gratia payment subject to guidelines and may be granted on the absolute discretion of the competent authority and cannot be claimed by anyone as a matter of right. In such circumstances the High Court committed manifest error of law in issuing a writ of mandamus directing the appellant to pay the amount to the respondent. The Department had already sanctioned Rs 10 lakhs to the respondent before filing of the writ petition.....



27. In *DFC Staff Association v. B.I.F.R. and Another*, 2009 SCC OnLine Del 1885, this Court has observed as under -

7. It is difficult to accept the contentions of the petitioner that even officers above Assistant Manager level are entitled to ex-gratia payment because ex-gratia payment was awarded earlier during the year 1972 or after 2001. Black's Law Dictionary defines ex-gratia payment as follows; "Payment made by one who recognises no legal obligation to pay but who makes payment to avoid greater expense. It is a payment without any legal consideration." Ex-gratia literally means out of grace. It is a term applied to anything accorded as a favour, as distinguished from that which may be demanded ex debito i.e. as a matter of right. Writ of Mandamus can be issued where there is a statutory duty imposed and there is a failure to discharge the statutory obligation. I do not agree that the employees of the petitioner association above the rank of Assistant Manager have any legal right to claim ex-gratia payment. They have been paid salary, emoluments as per the rules and as per the contract of appointment. Ex-gratia payment is not matter of right. In *Ghaziabad Zila Sahkari Bank Ltd. v. Labour Commissioner*, (2007) 11 SCC 756, the Supreme Court has stated:

"74. In the instant case, the Additional Labour Commissioner allowed the payment as an exgratia payment to the employees of the Cooperative Bank from the public fund. The meaning of the word "bonus" according to the New English Dictionary is a boon or gift, over and above, what is normally due as remuneration to be received. This imports the concept of some ex gratia payment. It was ex gratia payment on account of which it is not possible to employ a term of service on the basis of employment contract. In our view, the payment made as ex gratia payment would not constitute any precedent for future years. The ex gratia payment made in the instant case was neither in the nature of production bonus nor incentive bonus nor customary nor any statutory bonus. It cannot be regarded as part of the contract "employment". Therefore, the ex gratia payment made by the Bank cannot be regarded as remuneration paid or payable to the employees in fulfillment of the terms of the contract of employment within the meaning of definition under Section 2(rr) of the Industrial Disputes Act, 1947."



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28. In the above circumstances, this Court is unable to find any legal basis in support of the petitioner's assertion/s regarding entitlement to continued ex-gratia payment/s even after the demise of Dr. Karni Singh.

29. In the circumstances, the present petition is dismissed.

SACHIN DATTA, J

FEBRUARY 24, 2025/sv