SUPREME COURT OF INDIA

DLF Universal Ltd.

Vs.

Director General

C.A.No.5680 of 2006

(S. B. Sinha and Lokeshwar Singh Panta JJ.)

16.05.2008

JUDGMENT

Lokeshwar Singh Panta, J.

1. M/s DLF Universal Limited (first appellant herein) and DLF Qutab Enclave Complex Educational Education Charitable Trust (second appellant herein) have filed this appeal under Section 55 of the *Monopolies and Restrictive Trade Practices Act, 1969* [hereinafter referred to as `the MRTP Act'] read with Order XX-A of the Supreme Court Rules, 1966 against the judgment and final order dated 3rd July, 2006 recorded by the Monopolies and Restrictive Trade Practices Commission, New Delhi [for short `the Commission'] in M.A. No. 14 of 2004 (Review) in UTPE No. 350 of 1997 whereby and whereunder the Commission has directed the appellants to execute fresh lease deed in favour of Raj Kamal, complainant - second respondent herein with amendments suggested by the complainant - second respondent and to incorporate Clause 11(a) and (b) in the agreement to lease dated 1.12.1992 instead of Clause 4 in the draft lease deed which provided for the refund in the event of termination of the lease deed.

2. Briefly stated the facts giving rise to the filing of the present appeal are as follows:-

> "M/s DLF Universal Limited is a public limited company registered and incorporated under the *Indian Companies Act, 1956*. It purchased free hold lands at Gurgaon in the State of Haryana for setting up a colony known as `DLF Qutab Enclave Complex'. It applied for and was granted licence in terms of the provisions of the *Haryana Development and Regulation of Urban Areas Act, 1975* [for short `the State Act']. M/s DLF Universal Limited and other group of companies created DLF Qutab Enclave Complex Educational Charitable Trust wherefor a large number of sites were earmarked for construction of schools/community buildings in the complex. In response to the advertisement issued by the appellants in November, 1991 Raj Kamal, complainant-second respondent applied for and was allotted Nursery School site No. 3136 admeasuring 0.20 acre in DLF Qutab Enclave, Gurgaon. Later on, this site was substituted by another site/plot no. 3101 admeasuring

0.35 acre after charging of extra amount for additional land allotted to him. The complainant-second respondent filed a complaint on 20.6.1997 before the Commission which was referred to the Director General of Investigation and Registration [for short `the DG'] –first respondent herein. A Preliminary Investigation Report [PIR] was submitted by DG-first respondent on 27th March, 1998 in which it was reported that the appellants have indulged in restrictive and unfair trade practices within the meaning of Section 2(o)(i) and Section 36A of the MRTP Act. Taking cognizance of the PIR on 4.6.1998, the Commission issued notice of enquiry to the appellants. The allegations made in the complaint by the Complainant - second respondent were that the appellants had not handed over the possession of the alternate plot to him on the plea that the Government of Haryana was not recognizing the fourth party rights. During the preliminary investigation, it came to light that at the time of advertisement by the appellants in November, 1991, the title of the sites including the site/plot allotted to the complainant - second respondent was already transferred by the first appellant to the second appellant on 27.11.1990. The first appellant was required to construct at its own cost or get constructed by any other institution or individual at its cost, schools/community buildings etc. on the land transferred to them by the Government of Haryana under Section 3(a)(iv) of the State Act. 25 different sites having a total area of 29,358 acres were earmarked for the purposes of providing educational facilities which were transferred to the second appellant trust for a sum of Rs. 1,05,000/- It was also provided that in case the appellants were unable to construct the said site within the stipulated period, the same would automatically be reverted to the State Government. In the PIR, the following unfair/restrictive trade practices on the part of the appellants have been alleged in this transaction based on the investigation:-

(i) The appellants (respondents before the Commission] despite not having the title of the impugned sites issued advertisement in November, 1991 inviting applications for allotment which is a deceptive and unfair trade practice within the meaning of Section 36A of the MRTP Act.

(ii) The Trust i.e. appellant No. 2 had leased out the sites to the fourth parties after 7.8.1991 as per statement furnished during investigation by the second appellant to the DG. It is also alleged that the second appellant was not allowed to create fourth party right at the time of issuance of impugned advertisement in November, 1991. This tantamounts to unfair trade practices within the meaning of Section 36A of the MRTP Act.

(iii) Second Appellant created fourth party rights after 7.8.91 for a total consideration of over Rs. 1.85 crore as against the nominal cost of Rs. 1,05,000/- paid by them to the first appellant at the time of transfer. The allegation was that in terms of the guidelines issued by the Director, Town and Country Planning, Haryana, Gurgaon [for short `the DTCP'] vide their letter dated 25.10.1994 this difference of money was to be utilised for the purpose of providing better amenities to the colony

and for the benefit of residents therein. It has been alleged in the PIR that the appellants have, therefore, manipulated the prices as well as conditions of delivery of the impugned community sites for the purposeof benefiting the Trust wherein the Directors of the appellant companies were interested. The creation of the fourth party rights in the impugned sites contrary to the guidelines issued by the DTCP is a restrictive trade practice which imposed unjustified cost on the parties to whom fourth party rights has been created by the Trust in connivance with the first appellant. Further, since the Trust have created fourth party rights after 7.8.1991 the said trade practice constitutes deceptive and unfair trade practices within the meaning of Section 36A of the Act.

(iv) The transfer deed entered into by the first appellant with the second appellant did not make obligatory on the part of the second appellant to utilize the amount collected as such for the purpose of providing better amenities to the residents of DLF Qutab Enclave. Second Appellant was having a surplus of Rs. 5,489,223.86p. and Rs. 5,729,723.49p. respectively at the end of 31st March, 1996 and 31st March, 1997 respectively. It has, therefore, been alleged that the Trust has manipulated the prices and conditions of delivery of impugned sites for its personal gain which is a restrictive trade practice.

(v) Originally site No. 3136 measuring 0.20 acre was allotted to the complainant/informant on consideration of Rs. 4 lakhs and also a lease agreement dated 1.12.92 was entered into for constructing and providing educational facilities by the lessee. Subsequently, however, the appellants offered to the complainant/informant an alternate site measuring 0.35 acre after receiving an additional payment of Rs. 2,96,204/- which tantamount to unfair trade practice since the complainant/informant was not informed that the previous site No. 3136 was subject to the revision of lay out plan.

(vi) The appellants raised maintenance bills for the nursery school plot No. 3136 for the period from December, 92 to September, 93 though this plot was omitted in the revised layout plan which is unfair trade practice.

(vii) Similarly, appellant-Trust collected lease amount from the complainant/informant for the period from December, 92 to March, 94 in advance without handing over the plot in question to the lessee."

3. The appellants in their counter reply to the complaint of the complainant - second respondent inter alia denied the allegations stated in the complaint and maintained that the notice of inquiry and the PIR do not set out the specific and precise allegations of unfair/restrictive trade practices against them. It was also submitted that the appellants had filed writ petition in the High Court of Punjab and Haryana inter alia challenging the letter dated 9.2.1994 issued by the DTCP, whereby the appellants have been restrained from creating and recognising any fourth party rights and the said letter was given retrospective effect from 7.8.1991. The appellants then stated that they are not in a position to handover

the possession and the site/plot in the absence of the sanction of the building plans by the authorities. It is also provided under the lease deed entered into between the second appellant - Trust and the allottees that the possession of the site/plot can be given only upon sanction of building plans by appropriate authorities i.e. DTCP. They also stated that the agreement was entered into between the second appellant -Trust and the complainant - second respondent and not by the first appellant. Therefore, there was no privity of contract between first appellant and the complainant-second respondent. On these premises, the appellants submitted that they have not indulged in any sort of unfair trade practices as alleged in the complaint.

4. On the controversial pleadings of the parties, the Commission framed the following issues:-

> "(i) Whether the appellants (respondents before the Commission) have been indulging in restrictive and unfair trade practices as alleged in the Notice of Enquiry?
>
> (ii)Whether the alleged restrictive trade practices are not prejudicial to public interest?
>
> (iii)Whether the alleged unfair trade practices are prejudicial to the interest of consumer/ consumers generally?"

5. It appears from the order of the Commission that on 21.08.2001 the learned advocates appearing for both the parties stated that the question which arose for consideration in the complaint filed by complainant - second respondent has been decided by the Division Bench of the High Court of Punjab and Haryana in CWP No. 7245/1997 on 07.03.2001 and against the said judgment, special leave petition had been filed in this Court. In this view of the matter, the Commission found that no purpose would be served to continue with the present complaint and, accordingly, the matter was disposed of.

6. Later on, an application was filed by the complainant - second respondent seeking to review the order of the Commission. On 04.07.2003, the complainant – second respondent stated before the Commission that the possession of the site/plot to which he was entitled to in terms of the agreement executed between the parties has still not been handed over to him. Learned counsel appearing on behalf of the appellants before the Commission in response to the review application stated that the appellants were willing to hand over the possession of the site/plot to the complainant - second respondent which was held up in view of the order passed by the High Court of Punjab and Haryana and since the order of the High Court of Punjab and Haryana has been set aside by this Court in Civil Appeal No. 4908/2002 along with Civil Appeal Nos. 4909-11/2002 titled *DLF Qutab Enclave Complex Educational Charitable Trust v. State of Haryana & Ors.*[6], therefore, now the appellants are ready and willing to hand over the possession of the site/plot to the complainant-second respondent within six weeks in terms of the agreement dated 01.12.1992. Again on 16.01.2004, the appellants informed the Commission that they will execute a fresh lease deed in favour of the complainant - second respondent provided the commercial terms as

contained in the first lease deed dated 1.12.1992 shall not be ordered to be modified or altered or deviated and the appellants will indicate the amount of lease rent which shall be paid by the complainant-second respondent within one week and thereafter the appellants shall sign the modified lease deed and thereafter the possession of the site/plot shall be handed over to the complainant-second respondent. On the basis of the pleadings of the parties, the earlier order dated 21.08.2001 came to be modified accordingly by the Commission. Again, the complainant-second respondent filed miscellaneous application seeking incorporation of some proposed clauses in the new lease deed. The appellants submitted their comments to the proposed amendments suggested in the draft lease deed to be executed by the parties. The parties did not choose to examine any witness but they filed their written submissions.

7. In the backdrop of the facts enumerated hereinabove, limited question before the Commission was with regard to handing over the site/plot of the land to the complainant - second respondent on a fresh lease deed supplied to him in place of the earlier lease deed executed between the parties in December, 1992 and any deviation from the earlier lease deed could be construed as unfair trade practices. The dispute was with regard to certain provisions in the draft lease deed, which read and is discussed by the Commission in its impugned order as under:-

> “(a) The complainant/informant has insisted on the insertion of clause 1.3 in the draft lease deed with regard to "No Objection Certificate" (NOC) particularly that NOC is being issued in pursuance of the agreement to lease entered into with you by the Trust on 1st day of December, 1992 and does not confer on you any lien, right, title or ownership to the aforesaid plot in question of the Trust till such time you make full payment of the price of the plot along with other dues payable by you and the lease deed is executed in your favour". It also seeks to provide that "during the interim period i.e. till the lease deed is executed in your favour, you shall not transfer, sub- lease, mortgage or otherwise either encumber the aforesaid plot or part with it without the prior approval in writing of the Trust". The respondents have stated that the NOC in terms of the agreement dated 1.12.1992 was issued to enable the proposed lessee to submit building plans to the authorities as well as the lessor for approval. This was only required for interim period till the lease is granted, so that there was no delay in getting the plans approved. Since NOC had already been given to the complainant/informant, there were no requirements to give it again and no provision for this need be made in the new lease deed. The purpose of NOC was clearly indicated there whereas in the proposed amendment new implications are being sought to be brought in which were not contemplated in the agreement dated 1.12.92. It is, however, seen from the agreement dated 1.12.92 that the said NOC was issued for the purpose of enabling the complainant/informant for getting the plans and specifications approved. It is also on record that the NOC was issued in favour of the complainant/informant by the respondents and since now the final deed is being proposed to be executed between the parties, there should not be neither any need nor any justification for incorporating this in the draft lease deed in the manner indicated by the complainant/informant. This "No Objection Certificate" was issued

on 1.12.92 with regard to plot No. 3136 measuring 0.20 acres. It is, however, seen from the record that this "No Objection Certificate" issued on 1.12.92 by the respondents was relating to plot No. 3136 measuring 0.20 acres. The Commission noted that subsequently this plot was changed to plot No. 3101 measuring 0.35 acres after charging extra amount from the complainant/informant. Therefore, technically the NOC issued on 1.12.92 does not relate to the plot which is proposed to be transferred to the complainant/ informant. In view of this, we are unable to agree with the respondents that there is no requirement to give "No Objection Certificate" for the plot proposed to be transferred to the complainant/informant now and therefore, no provision is required in the draft lease deed. The respondents are, therefore, directed that in order to enable the complainant/informant to get the NOC for the new plot, the provisions of issue of NOC as incorporated in clause 5(i) and 5(ii) of the agreement dated 1.12.92 may be incorporated in the lease agreement to be executed now.

(b) The second issue is with regard to the amendment in clause 2.3 of the draft agreement in which it has been suggested by the complainant/informant that the lessor shall pay to the lessee, the value of the said plot along with building and fixtures at the date of determination of the lease, such value to be determined by a sole arbitrator agreed upon by both the parties or by two arbitrators one by each party. The provision of Arbitration Act, 1940 amended from time to time will be referred to at such occasion, if arises. The respondents have argued that Clause 17 of the agreement dated 1.12.92 provides that on determination of the lease, the lessee shall hand over the plot and the building constructed thereon to the lessor. The complainant/informant is seeking through the amendment introduction of an arbitration clause and handing over the plot along with the building and fixtures after payment of the value which was not envisaged in the agreement dated 1.12.92. Since Clause 17 of the agreement dated 1.12.92 did not envisage payment to be made to the lessee for the constructed building on the plot, no question of valuation arose. The dispute resolution has been provided in clause 15 of the draft agreement and therefore, there is no justification for an arbitration clause in this behalf. We have gone through the agreement dated 1.12.92 and we find that in clause 25 of that agreement, the dispute resolution is provided arbitration mechanism and not in the manner provided in clause 15 of the draft agreement but at the same time it is also clear that clause 17 of the agreement dated 1.12.92 does not envisage any payment for the constructed building on the plot on resumption which is covered under clause 11 of the agreement dated 1.12.92. Therefore, we hold that there is no justification in introducing the amendment to clause 2.3 in the manner suggested by the complainant/informant but at the same time, clause 15 of the draft agreement need to provide for the Arbitration clause as existing in the agreement dated 1.12.92 and it is directed accordingly.

(c) The complainant has also suggested amendments to clause 4 of the draft agreement in line with clause 11(a)(b) (i) and (ii) as appearing in the lease deed agreement dated 1.12.92 which relates to the period for the completion of the construction of the building and in the event of its failure to construct the school and

other ancillary building, the lessor will have the right to terminate the agreement to the lease. In the written arguments, the respondents have stated that in clause 11 of the agreement dated 1.12.92, the proposed lessee was required to complete the construction within a stipulated period which has already expired and no request has been made for extension of time. The proposed lessee has not submitted any building plans to the authority and no copy thereof has been sent to the lessor and as such he is not entitled to any extension of time. The case of the respondent, therefore, is that since the agreement dated 1.12.92 has already become terminable; no further rights can be given to the lessee by including this as appearing in the earlier agreement. It has also been stated that if the lessee does not agree to the clauses suggested now in the draft agreement i.e. clauses 4.1, 4.2 and 4.3, the respondents would be at liberty to take action for non- compliance. From the perusal of records before us is clear that clause 4 of the agreement is not on the lines of the agreement dated 1.12.92. The arguments of the respondents that the period of 24 months is already over and no request was made for extension of time thereby making the agreement dated 1.12.92 is terminable is not convincing because the respondents themselves have stated that they could not hand over the possession of the land to the lessee due to the litigation in this matter. It has also come on record that the appropriate authority of the Haryana Government has not sanctioned building plan on the ground of the respondents having created the third party or fourth party rights, a matter which has now been settled by the judgment of the Apex Court. There is no reason therefore, in our opinion for respondents for not agreeing to this amendment in clause 4, which should be carried out in the draft lease deed and it is ordered accordingly.

(d) Another amendment which has been suggested to the draft lease deed by the complainant/informant is with regard to clause 5.1 of the draft lease deed by which the lessee undertakes "it shall not use the demised plot or building constructed thereon for any purpose other than the activities incidental or ancillary to the said activities such as residence of teachers, staff and other persons employed in connection with the running of the school". The respondents have opposed this amendment on the ground that the existing clause 5.1 of the draft lease deed is based on the decision of the Hon'ble Supreme Court order dated 17.2.2003 in terms of the law laid down. We notice that under clause 5.1, the use of the land has been specifically indicated and it has been provided that the lessee shall use that land strictly in accordance with the terms and conditions of the layout plan, building plans, sanctions, approvals etc. granted by the concerned authorities including but not limited to Director, Town and Country Planning, Haryana, Chandigarh". Keeping in view the ratio of the judgment of the Hon'ble Supreme Court in which it has been clearly laid down that the transferees will also be bound by the terms and conditions of the licence and the right of control of the State and other regulatory measures will continue, we find no justification in the amendment as suggested by the complainant/informant in this clause and it is directed accordingly."

8. The Commission finally directed the appellants to modify the draft lease deed as indicated in Para 7(a) to (d) above and furnish the final lease deed to the complainant – second

respondent within two weeks and hand over the possession of the plot for the purpose it was leased out to him within two weeks of the execution of the draft lease deed by the complainant - second respondent. The appellants were also directed to file the affidavit of compliance within eight weeks.

9. Hence, the appellants by way of this statutory appeal have challenged the correctness and validity of the impugned order of the Commission.

10. We have heard the learned counsel for the parties and perused the entire material on record.

11. Mr. Ravindra Narain, learned counsel appearing on behalf of the appellants, in support of the appeal inter alia contended that the Commission has no jurisdiction to direct the appellants to execute the fresh lease deed on terms and conditions in modification of the standard draft lease deed to be executed by all such intended lessees and deviation or modification of the standard draft lease deed would amount to breach of specific purpose of the contract or any other contractual matter regarding implementation of agreement etc. He submitted that the allegations made in the complaint by the complainant - second respondent on the basis of which directions were issued by the Commission did not constitute unfair trade practice under Section 36A of the MRTP Act nor do they constitute restrictive trade practices under Section 2 (o) of the MRTP Act. According to the learned counsel, the Commission failed to appreciate that after the decision of this Court in *DLF Qutab Enclave Complex Educational Charitable Trust v. State of Haryana and Others*[7] whereby fourth party rights are recognised, the appellants have prepared the standard form of lease deed for sites/plots earmarked for construction of schools/community buildings in the complex and draft lease deed was handed over to the complainant -second respondent but he has raised objections for the purpose of changing the lease so as to confirm ownership rights upon him and to enable him use the plot for residential purpose in the garb of putting up of school.

12. Mr. A. Mariarputham, learned counsel appearing on behalf of the first respondent - DG, submitted that by order dated 03rd July, 2006, the Commission in substance directed due compliance of its earlier order dated 16th January, 2004 and incorporation of certain terms in the fresh lease which are consistent with the earlier agreement dated 1.12.1992 and also handing over the possession of the site/plot to the complainant - second respondent. It is submitted that as order dated 16th January, 2004 has not been challenged by the appellants, therefore, the said order has attained finality and, the order now impugned in this appeal by the appellants on the plea raised cannot be assailed and objected to.

13. Raj Kamal, the complainant - second respondent appearing in person has sought to support the order of the Commission inter alia contending that this Court ordinarily would not interfere in the well-reasoned and well-merited order of the Commission which on the face of it cannot be held as perverse or illegal. In nutshell, he submits that after prolonged legal battle with the mighty and strong appellants, he has succeeded in getting relief;

therefore, this Court shall not be obliged to exercise its power under Section 55 of the MRTP Act to interfere with the findings of fact.

14. We have given our thoughtful and anxious consideration to the respective contentions of the learned counsel for the parties. The submissions of Mr. Ravindra Narain, learned counsel for the appellants at the first blush appears to be attractive, but in the facts and circumstances of the present case, we are afraid to accept them.

15. It is not in dispute that DLF is a colonizer. It is further not in dispute that licences had been granted to it for the construction of a colony. It also stands admitted that the schools, hospitals, community centres and other community buildings were required to be constructed in the colony in terms of the licences granted under the State Act.

16. The complainant - second respondent filed complaint which was entertained by the Commission in purported exercise of its jurisdiction under Section 2(o) (i) and Section 36A of the MRTP Act. The said complaint was referred to the first respondent - DG for investigation and on receipt of the PIR submitted by the first respondent - DG, notice was issued to the appellants by the Commission on 27.03.1998. In response to the notice, the appellants submitted their detailed reply.

17. The Statement of Objects and Reasons for the enactments of MRTP Act is designated to ensure that the operation of the economic system does not result in the concentration of economic power to the common detriment and to prohibit such monopolistic and restrictive trade practices as are prejudicial to public interest.

18. Section 2(o) defines `Restrictive Trade Practice' to mean `a trade which has, or may have the effect of preventing, distorting or restricting, competition in any manner and in particular, -

> "(i) XXX
>
> (ii) Which tends to bring about manipulation of prices, or conditions of delivery or to affect the flow of supplies in the market relating to goods or services in such manner as to impose on the consumers unjustified costs or restrictions."
>
> The definition of Section 2(o) clearly goes to show that it is exhaustive and not an inclusive one. The decision whether trade practice is restrictive or not has to be arrived at by applying the rule of reason and not on the doctrine that any restriction as to area or price will per se be a restrictive trade practice."

19. Part B of Chapter 5 of the MRTP Act deals with `Unfair Trade Practices'. Section 36A defines "unfair trade practice" to mean "a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any services, [adopts any unfair method or unfair or deceptive practice including any of the following practices]" as enumerated therein.

20. It was the admitted case of the parties before the Commission that agreement to lease of land bearing site/plot No. 3136 admeasuring 0.20 acres for starting a Nursery School for a consideration of Rs. 4 lakhs was entered into between the appellants and second respondent on 01.12.1992. The appellants later on issued a letter dated 19.5.1994 making allotment of 0.35 acres of alternate land bearing site/plot no. 3103 in place of plot No. 3136 to the complainant-respondent on payment of additional charges to the tune of Rs. 2,96,204 on account of increase in area. The order of the Commission reveals that some instructions were issued by the Government of Haryana on 25.10.1994 and 13.2.1996 regarding transferring of community sites to third and fourth parties under the following three heads:-

> "(i) Where the community sites are still in the ownership of the colonizer.
>
> (ii) Sites where colonizers have created third party rights before 7.8.1991.
>
> (iii) Cases where the licences have created fourth pay right on community sites."

21. An addendum appears to have been issued by the State Government on 13.2.1996 to the instructions dated 25.10.1994 specifying that the time schedule of three years for the construction of community buildings shall also apply to all sites where third and fourth party rights have been created before 7.8.1991 and the remaining conditions of the instructions dated 25.10.1994 would continue to apply without any change therein. The legality and validity of the directions/instructions contained in the two letters dated 25.10.1994 and 13.2.1996 was the subject matter of the Civil Writ Petition No. 7245 of 1997 filed by the second appellant in the High Court of Punjab and Haryana. As noticed hereinabove, the writ petition was finally dismissed by the High Court on 7.3.2001 which order was challenged by the aggrieved parties in Civil Appeal Nos. 4908/2002 along with 4909-11/2002. This Court finally decided the said appeals vide decision dated 17th February, 2003 titled *DLF Qutab Enclave Complex Educational Charitable Trust v. State of Haryana and Others (Supra)*. This Court while dealing with and construing the various provisions of *Haryana Development and Regulation of Urban Areas Act, 1975* and Haryana Development and Regulation of Urban Areas Rules, 1976, Transfer of Property Act and Article 300A of the Constitution of India besides basic rules on construction of statutes, held:- [see pp.634-635 paras 36, 37, 38 and 39]

> "36. Right of transfer of land is indisputably incidental to the right of ownership. Such a right can be curtailed or taken away only by reason of a statute. An embargo upon the owner of the land to transfer the same in the opinion of this Court should not be readily inferred. Section 3(3)(a)(iv) of the Act does not expressly impose any restriction. The same is merely a part of an undertaking. Assuming that a prohibition to transfer the land can be read therein by necessary implication, it is interesting to note that the consequence of violation of such undertaking has not been specified. In other words, if a transfer is made in violation of the undertaking, the statute does not

provide that the same would be illegal or the transferee would not derive any title by reason thereof.

37. The right of a transferee, however, would be subject to the building laws or regulatory statute relating to user of the property. In terms of the said Act, in the event the Government takes over the plots, it would be at liberty to transfer such land to any person or institution including a local authority as it may deem fit. Purpose of such a clause, therefore, is to ensure that schools, hospitals, community centres and other community buildings are established at the places reserved therefor in the sanction plan but there does not exist any embargo as regards the person or persons who would run and manage the same.

38. A regulatory Act must be construed having regard to the purpose it seeks to achieve. The State as a statutory authority cannot ask for something which is not contemplated under the Act. A statute relating to regulation of user of land must not be construed to be a limitation prohibiting transfer of land which does not affect its user.

39. The plan provides that schools, hospitals etc. would be located at particular sites. When that purpose is satisfied, the court in the name of interpretation would not make a further attempt to find out who did so."

22. The Commission, in the light of the above-noted judgment of this Court, disposed of the complaint of the second-respondent on 21.8.1991 without going into the merits of the case. Later on, on a review application filed by the complainant - second respondent, it was submitted before the Commission on 4.7.2003 that the appellants were now willing to hand over the possession of the site/plot to the complainant - second respondent subject to execution of the fresh lease deed without modification and deviation of the standard lease deed to be executed by all such lessors. The complainant - second respondent suggested the above-stated modifications and their incorporation in the draft agreement in line with clause 11(a)(b)(i) of the lease deed agreement dated 01.12.1992.

23. The Commission disposed of the review application of the complainant - second respondent by order dated 16.01.2004, which reads as under:-

"The learned counsel for the respondent states that the respondent is willing to execute a fresh lease deed in favour of the informant. The commercial terms as contained in the earlier lease deed dated 01.12.1992 shall not modified and altered and shall remain the same in framing of the new lease deed which shall be executed between the parties. The respondent will indicate the amount of lease rent which is payable by the informant within one week. The informant shall pay the said lease rent within one week thereafter. The informant as well as the respondent shall sign the modified lease deed and the possession of the plot shall be handed over to the informant. The present review application is disposed of in these terms and the order passed on 21st August, 2001 is modified accordingly."

24. Thereafter, another order recorded by the Commission on 29.07.2005 reads as under:-

> "The learned counsel for the respondent states that they have already furnished a standard lease draft to the applicant which he acknowledges to have received. The learned advocate is directed to file the same with the Commission. The applicant is directed to suggest the amendments, if any, he proposes on the draft lease furnished by the informant to him within four weeks with a copy to the Commission. The respondents thereafter would prepare a second draft after incorporating necessary changes that they feel would be accommodated in the agreement. A copy of the 2nd draft shall also be made available to the respondent and also to the Commission. Thereafter the case could be taken for consideration. List on 18.10.2005."

25. The case of the complainant - second respondent before the Commission was that he has furnished necessary, effective and valid suggestions which are to be incorporated in the fresh lease because of delay in handing over the possession of the alternate site/plot to him. It is the admitted case that the appellants have not challenged the order of the Commission dated 16.01.2004 by which the parties were directed that the commercial terms as contained in the earlier lease deed dated 01.12.1992 shall not be modified and altered and shall remain the same in framing of the new lease deed which shall be executed between the parties.

26. Section 13A empowers the Commission to cause investigation to find out whether or not orders made by it under this Act have been complied with or any obligation imposed upon any person by or under any order made by the Commission under this Act, authorizes the Director General or any officer of the Commission to make investigation into the matter and the Director General or the officer so authorized, may, for the purpose of making such investigation, exercise all or any of the powers conferred on the Director General by Section 11. In terms of sub-section (2), the Director General , or, as the case may be, the officer so authorized, shall submit to the Commission a report of the investigation to enable the Commission to take such action in the matter as it may think fit.

27. The Commission under Section 13B is also empowered to exercise the powers, jurisdiction and authority to punish the person in respect of contempt of itself.

28. In the backdrop of the facts of the present case, once the appellants have accepted the earlier order of the Commission dated 16.01.2004 which has attained finality, the appellants are left with no other option but to execute a fresh lease deed with the complainant - second respondent on modified terms suggested by him. The order of the Commission impugned in this appeal does not suffer from any manifest error or perversity or invalidity.

29. In the result, for the above stated reasons, we find no merit in this appeal and it is, accordingly, dismissed. In the facts and circumstances of the case, we leave the parties to bear their own costs.

30. Time granted by the MRTP Commission, however, shall be extended by four weeks as prayed.

[1] *[(1997)10 SCC 488]*
[2] *[(2007) 7 SCC 461]*
[3] *[(1981) 1 SCC 315]*
[4] *[(2004)11 SCC 456]*
[5] *[(2000) 4 SCC 406]*
[6] *[(2003) 5 SCC 622]*
[7] *(2003) 5 SCC 622*