**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP-21967-2012
Reserved on: 10.03.2026
Pronounced on: 29.05.2026
Uploaded on: 29.05.2026**

CHANDIGARH GOLF CLUB

-PETITIONER

V/S

CENTRAL INFORMATION COMMISSION AND ANOTHER

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Anand Chhibbar, Sr. Advocate, with
Mr. Vaibhav Sahni, Advocate
for the petitioner.

Mr. Arjun Shukla, Advocate, with
Ms. Vanshika Grover, Advocate, and
Mr. Abhimanyu Kaushal, Advocate,
for the respondent No.2, and
for the proposed respondents No.3 to 10.

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<u>KULDEEP TIWARI, J.</u>

<u>RELIEF YEARNED THROUGH THE WRIT PETITION</u>

1. The gravamen of the writ petition stems from the order dated 08.10.2012 rendered by the Central Information Commission, New Delhi, whereby the petitioner (hereinafter referred to as "the Golf Club") was adjudged to be a "public authority" within the meaning of Section 2(h)(ii) of the Right to Information Act, 2005 (hereinafter referred to as "the RTI Act"). Consequent thereto, the Golf Club was directed to implement an appropriate mechanism for compliance with the provisions of the RTI Act within four weeks from receipt of the said order. Thus, deriving grievance

from the order dated 08.10.2012, the Golf Club seeks quashing thereof.

OBSERVATIONS WHICH CONSTITUTE BEDROCK OF THE IMPUGNED ORDER

2. The impugned order is founded principally upon the following observations:-

> *(a) Although the assessed rent at 2003 rates is ₹33,45,268/-, the Golf Club is paying only ₹8,530/- per month (comprising ₹8,200/- as rent and ₹330/- as lease), which amounts to 0.255% of the assessed rent. Accordingly, the Commission concluded that the Golf Club is, in effect, substantially financed indirectly by the Chandigarh Administration.*
>
> *(b) Three serving IAS officers are nominated members of the Managing Committee of the Golf Club and possess full voting rights. Therefore, the Commission inferred that by virtue of the mandatory presence of government officers in the Managing Committee, the government exercises control over the functioning of the Golf Club.*

SUBMISSIONS OF LEARNED SENIOR COUNSEL FOR THE GOLF CLUB

3. Assailing the impugned order, learned senior counsel strenuously contends that the Golf Club is neither directly nor indirectly dependent upon any financial assistance extended by the Chandigarh Administration or any other governmental organisation, nor is it in any manner subject to or under the control of the Chandigarh Administration. To the contrary, it is a duly registered private society functioning under the exclusive control and supervision of its own Managing Committee. It is further contended that the Golf Club operates as a self-regulated entity,

whose internal governance is wholly circumscribed by its own society rules. Rules 10 to 46 of the Chandigarh Golf Club Rules and Regulations establish a comprehensive and structured membership framework that governs the eligibility, classification, admission, rights, obligations, and cessation of membership. The membership is divided into multiple categories, namely Life, Permanent (Resident and Outstation), Corporate, Mid-week, NRI, Tenure, Student, Mess, Honorary, Dependents, and Green Card Holders, each carrying defined ceilings, privileges, and financial requirements.

4. It is further submitted that the land in occupation of the Golf Club forms part of the "green belt area", which has been specifically designated and earmarked by the Chandigarh Administration to be maintained under green cover and not utilized for commercial purposes. It is contended that the Chandigarh Administration does not incur any overhead expenditure with respect to the said land, inasmuch as the entire responsibility for maintenance and upkeep of the grounds and golf courses is borne by the Golf Club itself. Accordingly, it is submitted that the Chandigarh Administration is, in fact, benefitted by leasing the land to the Golf Club, inasmuch as such arrangement ensures maintenance of the green belt area.

5. Proceeding further, learned senior counsel, while placing reliance upon the lease deed (Annexure P-1), submits that the methodology for computation of the monthly rent has been explicitly stipulated therein, thereby demonstrating that no concession whatsoever has ever been received or availed of by the Golf Club in respect of the

lease amount. Furthermore, with respect to the presence of three nominated serving IAS Officers in the Managing Committee of the Golf Club, it is submitted that such officers have been nominated solely in view of their administrative experience and expertise, with the object of facilitating efficient management and administration of the Golf Club. It is further submitted that all decisions of the Managing Committee are taken by majority vote amongst fifteen members and, therefore, the mere presence of three nominated officers cannot, by any stretch, be construed as constituting governmental control, whether direct or indirect, over the affairs of the Golf Club.

6. Marching forth with his submissions, learned senior counsel submits that the matter at hand is squarely covered by the law laid down in "***Thalappalam Ser. Coop. Bank Ltd. and others Vs. State of Kerala and others", 2013 (16) SCC 82,*** wherein the Hon'ble Supreme Court categorically held that subsidies, grants, exemptions, or privileges, such as provision of land, do not, by themselves, amount to "substantial financing" for the purposes of Section 2(h) of the RTI Act. It was further held that, in the event the funding is shown to be so substantial that "without such funding the institution would struggle to exist", such a body may fall within the ambit of a "public authority". Learned senior counsel submits that, in the present case, the Golf Club is neither controlled nor substantially financed by the Chandigarh Administration, whether directly or indirectly, and, therefore, does not fall within the ambit of a "public authority". Referring to the twin tests laid down in the decision (supra), namely: (a) substantial financing; and (b) substantial

control, it is asserted that the instant case fails to satisfy either of the said tests.

7. Further, learned senior counsel, while relying upon the judgment dated 04.11.2016 passed by the learned Single Bench of this Court in ***CWP-22748-2016 (Paramjit Singh Vs. State Information Commissioner, Punjab and others),*** submits that although 12 acres of government land had been leased out by the Punjab Government to the hospital involved therein, the same was not found to be substantially financed so as to declare it a "public authority". The said judgment was thereafter subjected to judicial scrutiny in an intra-court appeal, i.e. LPA-1136-2017. Delving deep into the legal proposition, the Hon'ble Division Bench held that the appellant had failed to demonstrate how the institution was substantially funded, regularly financed, or subjected to such State control as would amount to substantial control over its management or affairs. Consequently, the appeal was dismissed vide order dated 29.01.2018.

8. Finally, before resting his submissions, learned senior counsel places reliance upon the order dated 09.01.2025 passed by a Coordinate Bench of this Court in a batch of two writ petitions, the lead case being ***CWP-13580-2015 (The Punjab State Federation of Cooperative House Building Societies Limited Vs. The State Information Commission, Punjab),*** wherein the writ petitions were disposed of on the ground that the State had invested only 21% in HOUSFED and not more than 1% in the Cooperative Bank therein, which was held insufficient to declare the petitioner-Societies therein as "public

authorities".

SUBMISSIONS OF LEARNED COUNSEL FOR THE RESPONDENT NO.2

9. Learned counsel for the respondent No.2 vigorously contested the submissions advanced on behalf of the Golf Club and submits that inasmuch as the Golf Club is paying merely ₹8,530/- per month (comprising ₹8,200/- as rent and ₹330/- as lease) against the assessed rent of ₹33,45,268/- computed at 2003 rates, which constitutes no more than 0.255% of the assessed rent, it is abundantly manifest that the Golf Club is being substantially financed indirectly by the Chandigarh Administration for the promotion of public services, and therefore falls squarely within the definition of "public authority" as contemplated under Section 2(h)(ii) of the RTI Act. Further, while drawing attention of the Court to the letter dated 15.11.2012 (Annexure R-1/1) addressed by the Joint Secretary (Estates) to the Estate Officer, U.T. Chandigarh, it is submitted that the said letter unambiguously records that the rent paid by the Golf Club is subsidised, and that since the Golf Club/lessee is deriving all the benefits of concessional allotment of land and utilizing public property (land and building), it is obligated to comply with all requirements of the RTI Act as a "public authority".

10. Learned counsel further contends that, in terms of Clause 26 of the fresh/renewed lease deed dated 26.03.2018 executed between the Golf Club and the Chandigarh Administration, three members of the Governing Body of the Golf Club, possessing full voting rights and nominated by the Administrator, exercise dominance inasmuch as, in the

event they differ from the views of the Governing Body on any issue involving willful damage or causing financial loss to the property occupied by the Golf Club, such matter has to be referred to the Administrator for final decision. Not only this, Clause 26 further mandates that the licensee shall ensure that necessary amendments are made into the Rules and Regulations of the Golf Club in respect of the aforesaid provision. Furthermore, the lease deed obligates the licensee to provide free coaching to a minimum of 20 EWS persons, including children, twice in a year. It is accordingly contended that the Chandigarh Administration exercises control over the functioning and management of the Golf Club, thereby clearly qualifying it for declaration as a "public authority" within the meaning of the RTI Act.

RELEVANT PROCEEDINGS BEFORE THIS COURT

11. During the pendency of the writ petition, this Court, vide order dated 28.01.2026, directed the Golf Club to file an affidavit disclosing its organizational structure, besides disclosing whether the Administrator, U.T. Chandigarh and/or the Governor, Punjab, is vested with the authority to grant membership.

12. In compliance with the directions (*supra*), an affidavit dated 03.02.2026 sworn by Mr. Jagbir Singh Mangat, General Manager, The Chandigarh Golf Club, Sector 6, Chandigarh, was filed before this Court. The affidavit disclosed that, in terms of Rule 47(a) of the Rules and Regulations of the Golf Club as well as Clause 27 of the lease deed dated 26.03.2018, the Administrator, U.T. Chandigarh, is vested with the power to nominate three members (one Permanent and two Mid-week).

ANALYSIS OF THE APPOSITE LEGAL PROVISIONS AND JUDICIAL PRONOUNCEMENTS GERMANE TO ADJUDICATE THE CONTROVERSY ENGENDERING THE WRIT PETITION

13. Before embarking upon the process of evaluating the rival submissions, gauging the legality of the impugned order and penning down the resultant verdict, it is deemed imperative to first advert to and comprehend the definitions of certain key expressions/words, as provided under the RTI Act, such as "**appropriate Government**", "**information",** **"public authority"** and "**right to information".** For brevity, and ready reference, the same are extracted hereinbelow:-

> ***"2. Definitions***.*—In this Act, unless the context otherwise requires,— (a) "appropriate Government" means in relation to a public authority which is established, constituted, owned, controlled or substantially financed by funds provided directly or indirectly—*
>
> *(i) by the Central Government or the Union territory administration, the Central Government;*
>
> *(ii) by the State Government, the State Government;* ***(f) "information"*** *means any material in any form, including records, documents, memos, e-mails, opinions, advices, press releases, circulars, orders, logbooks. contracts, reports, papers, samples, models, data material held in any electronic form and information relating to any private body which can be accessed by a public authority under any other law for the time being in force;*
>
> ***(h) "public authority"*** *means any authority or body or institution of self- government established or constituted—*
>
> *(a) by or under the Constitution;*
>
> *(b) by any other law made by Parliament;*
>
> *(c) by any other law made by State Legislature;*
>
> *(d) by notification issued or order made by the appropriate*

Government, and includes any—

(i) body owned, controlled or substantially financed; (ii) non-Government organisation substantially financed, directly or indirectly by funds provided by the appropriate Government;

(j) "right to information" *means the right to information accessible under this Act which is held by or under the control of any public authority and includes the right to—*

(i) inspection of work, documents, records;

(ii) taking notes, extracts or certified copies of documents or records;

(iii) taking certified samples of material;

(iv) obtaining information in the form of diskettes, floppies, tapes, video cassettes or in any other electronic mode or through printouts where such information is stored in a computer or in any other device;"

14. So far as the "appropriate Government" is concerned, it means in relation to a public authority, which is established, constituted, owned, controlled or substantially financed by funds provided directly or indirectly by the Central Government or by the State Government, as the case may be. In ***Thalappalam Ser. Coop. Bank Ltd. (supra),*** the principal issue was, as to whether, a Cooperative Society, registered under the Kerala Cooperative Society Act, 1969, could be said to be a Public Authority or not?

15. Adverting to the issue, the Hon'ble Supreme Court held that a body, institution or organization, which is neither a State within the meaning of Article 12 of the Constitution or its instrumentalities, may still answer the definition of Public Authority, as defined under Section 2 (h)d (i) or (ii). It was further opined that the RTI Act deals with bodies which are owned, controlled or substantially financed, directly or indirectly, by

funds provided by the appropriate government and also non-government organizations substantially financed, directly or indirectly, by funds provided by the appropriate government. Moving to the definition of expression "**control**", it was noted down, to mean that the control by the appropriate government must be a control of a substantial nature. The mere "supervision" or "regulation" as such by a statute or otherwise of a body would not make that body a "public authority" within the meaning of Section 2(h)(d)(i) of the Act.

16. At this juncture, finding the expression "substantially financed" of utmost importance, the Hon'ble Supreme Court examined the same in extenso, and held that merely providing subsidiaries, grants, exemptions, privileges etc., as such cannot be said to be providing funding to a substantial extent, unless the record shows that the funding was so substantial to the body which practically runs by such funding and but for such funding, it would struggle to exist. The relevant observations made by the Hon'ble Supreme Court in ***Thalappalam Ser. Coop. Bank Ltd. (supra),*** in context of the matter under consideration, are extracted hereinbelow:-

> *34. We are of the opinion that when we test the meaning of expression "controlled" which figures in between the words "body owned" and "substantially financed", the control by the appropriate government must be a control of a substantial nature. The mere 'supervision' or 'regulation' as such by a statute or otherwise of a body would not make that body a "public authority" within the meaning of Section 2(h)(d)(i) of the RTI Act. In other words just like a body owned or body substantially financed by the appropriate government, the control of the body*

by the appropriate government would also be substantial and not merely supervisory or regulatory. Powers exercised by the Registrar of Cooperative Societies and others under the Cooperative Societies Act are only regulatory or supervisory in nature, which will not amount to dominating or interfering with the management or affairs of the society so as to be controlled. Management and control are statutorily conferred on the Management Committee or the Board of Directors of the Society by the respective Cooperative Societies Act and not on the authorities under the Co-operative Societies Act.

SUBSTANTIALLY FINANCED

36. The words "substantially financed" have been used in Sections 2(h)(d)(i) & (ii), while defining the expression public authority as well as in Section 2(a) of the Act, while defining the expression "appropriate Government". A body can be substantially financed, directly or indirectly by funds provided by the appropriate Government. The expression "substantially financed", as such, has not been defined under the Act. "Substantial" means "in a substantial manner so as to be substantial". In Palser v. Grimling (1948) 1 All ER 1, 11 (HL), while interpreting the provisions of Section 10(1) of the Rent and Mortgage Interest Restrictions Act, 1923, the House of Lords held that "substantial" is not the same as "not unsubstantial" i.e. just enough to avoid the de minimis principle. The word "substantial" literally means solid, massive etc. Legislature has used the expression "substantially financed" in Sections 2(h)(d)(i) and (ii) indicating that the degree of financing must be actual, existing, positive and real to a substantial extent, not moderate, ordinary, tolerable etc.

37. We often use the expressions "questions of law" and "substantial questions of law" and explain that any question of law affecting the right of parties would not by itself be a substantial question of law. In Black's Law Dictionary (6th Edn.), the word 'substantial' is defined as 'of real worth and importance; of considerable value; valuable. Belonging to substance; actually *existing; real: not seeming or imaginary; not illusive; solid; true; veritable. Something worthwhile as distinguished from something without value or merely nominal. Synonymous with material.' The word 'substantially' has been defined to mean 'essentially; without material qualification; in the main; in substance; materially.' In the Shorter Oxford English Dictionary (5th Edn.), the word 'substantial' means 'of ample or considerable amount of size; sizeable, fairly large; having solid worth or value, of real significance; sold; weighty; important, worthwhile; of an act, measure etc. having force or effect, effective, thorough.' The word 'substantially' has been defined to mean 'in substance; as a substantial thing or being; essentially, intrinsically.' Therefore the word 'substantial' is not synonymous with 'dominant' or 'majority'. It is closer to 'material' or 'important' or 'of considerable value.' 'Substantially' is closer to 'essentially'. Both words can signify varying degrees depending on the context.*

38. Merely providing subsidiaries, grants, exemptions, privileges etc., as such, cannot be said to be providing funding to a substantial extent, unless the record shows that the funding was so substantial to the body which practically runs by such funding and but for such funding, it would struggle to exist. The State may also float many schemes generally for the betterment and welfare of the cooperative sector like deposit guarantee scheme, scheme of assistance from NABARD etc., but those facilities or assistance cannot be termed as "substantially financed" by the State Government to bring the body within the fold of "public authority" under Section 2(h)(d)(i) of the Act. But, there are instances, where private educational institutions getting ninety five per cent grant-in-aid from the appropriate government, may answer the definition of public authority under Section 2(h)(d)(i).

***NON-GOVERNMENT ORGANISATIONS**:*

39. The term "Non-Government Organizations" (NGO), as such, is not defined under the Act. But, over a period of time, the expression has got its own meaning and, it has to be seen in that context, when used in the Act. Government used to finance *substantially, several non-government organizations, which carry on various social and welfare activities, since those organizations sometimes carry on functions which are otherwise governmental. Now, the question, whether an NGO has been substantially financed or not by the appropriate Government, may be a question of fact, to be examined by the authorities concerned under the RTI Act. Such organization can be substantially financed either directly or indirectly by funds provided by the appropriate Government. Government may not have any statutory control over the NGOs, as such, still it can be established that a particular NGO has been substantially financed directly or indirectly by the funds provided by the appropriate Government, in such an event, that organization will fall within the scope of Section 2(h)(d)(ii) of the RTI Act. Consequently, even private organizations which are, though not owned or controlled but substantially financed by the appropriate Government will also fall within the definition of "public authority" under Section 2(h)(d)(ii) of the Act."*

17. The Hon'ble Supreme Court has categorically held that the categories depicted in Section 2(h) of the Act exhaust themselves. Thus, there is no question of adopting any such construction liberally to the expression "Public Authority" to bring any other categories into its fold which do not satisfy the test laid down in this regard:-

"*43. We are of the view that the High Court has given a complete go-bye to the above-mentioned statutory principles and gone at a tangent by mis-interpreting the meaning and content of Section 2(h) of the RTI Act. Court has given a liberal construction to expression "public authority" under Section 2(h) of the Act, bearing in mind the "transformation of law" and its "ultimate object" i.e. to achieve "transparency and accountability", which according to the court could alone advance the objective of the Act. Further, the High Court has also opined that RTI Act will certainly help as a protection against the mismanagement of the* *society by the managing committee and the society's liabilities and that vigilant members of the public body by obtaining information through the RTI Act, will be able to detect and prevent mismanagement in time. In our view, the categories mentioned in Section 2(h) of the Act exhaust themselves, hence, there is no question of adopting a liberal construction to the expression "public authority" to bring in other categories into its fold, which do not satisfy the tests we have laid down. Court cannot, when language is clear and unambiguous, adopt such a construction which, according to the Court, would only advance the objective of the Act. We are also aware of the opening part of the definition clause which states "unless the context otherwise requires". No materials have been made available to show that the cooperative societies, with which we are concerned, in the context of the Act, would fall within the definition of Section 2(h) of the Act."*

18. Likewise, the Hon'ble Supreme Court in ***D.A.V. College Trust and Management Society and others vs. Director of Public Instructions and others", AIR 2019 SUPREME COURT 4411,*** was put in a situation to consider and answer the issue, as to whether, the colleges run by the D.A.V. College Trust and Management Society, are amenable to the Public Authority. While evaluating the definition of Public Authority, in toto, so as to conclusively respond to the issue, it has been held that when the definition clause contains the words "means and includes" then both these words must be given the emphasis required and one word cannot override the other. Elaborating the connotation further, it has been held that words "and includes any", expand the definition as compared to the first part. The second part of the definition is an inclusive clause which indicates the intention of the Legislature to cover bodies other than those mentioned in clauses (a) to (d) of Section 2(h).

The relevant observations recorded in the judgment read as under:-

> *"8. It is a well settled statutory rule of interpretation that when in the definition clause a meaning is given to certain words then that meaning alone will have to be given to those words. However, when the definition clause contains the words 'means and includes' then both these words must be given the emphasis required and one word cannot override the other.*
>
> *10. It is thus clear that the word 'means' indicates that the definition is exhaustive and complete. It is a hard and fast definition and no other meaning can be given to it. On the other hand, the word 'includes' enlarges the scope of the expression. The word 'includes' is used to signify that beyond the meaning given in the definition clause, other matters may be included keeping in view the nature of the language and object of the provision. In* ***P. Kasilingam's case*** *(supra) the words 'means and includes' has been used but in the present case the word 'means' has been used in the first part of sub-section (h) of Section 2 whereas the word 'includes' has been used in the second part of the said Section. They have not been used together.*
>
> *15. If we analyse Section 2(h) carefully it is obvious that the first part of Section 2(h) relates to authorities, bodies or institutions of self-government established or constituted (a) under the Constitution; (b) by any law of Parliament; (c) by any law of State Legislature or (d) by notification made by the appropriate Government. There is no dispute with regard to clauses (a) to (c). As far as clause (d) is concerned it was contended on behalf of the appellants that unless a notification is issued notifying that an authority, body or institution of self-government is brought within the ambit of the Act, the said Act would not apply. We are not impressed with this argument. The notification contemplated in clause (d) is a notification relating to the establishment or constitution of the body and has nothing to do with the Act. Any authority or body or institution of self-government, if established or constituted by a notification of the Central Government or a State Government, would be a public*

authority within the meaning of clause (d) of Section 2(h) of the Act.

16. We must note that after the end of clause (d) there is a comma and a big gap and then the definition goes on to say 'and includes any –' and thereafter the definition reads as:

"(i) body owned, controlled or substantially financed;

(ii) non-Government organisation substantially financed, directly or indirectly by funds provided by the appropriate Government;"

The words 'and includes any', in our considered view, expand the definition as compared to the first part. The second part of the definition is an inclusive clause which indicates the intention of the Legislature to cover bodies other than those mentioned in clauses (a) to (d) of Section 2(h)."

19. Not only that, **it has also been articulated that NGOs, which are substantially financed, directly or indirectly, by funds provided by the appropriate government, would be public authorities amenable to the provisions of the Act. A Society, which may not be owned or controlled by the Government, may be an NGO, but if it is substantially financed, directly or indirectly, by the Government, it would fall within the ambit of sub-clause (ii).** The observations, which cannot be skipped to take note of, are extracted hereinbelow:-

"22. Therefore, in our view, Section 2(h) deals with six different categories and the two additional categories are mentioned in sub clauses (i) and (ii). Any other interpretation would make clauses (i) and (ii) totally redundant because then an NGO could never be covered. By specifically bringing NGOs it is obvious that the intention of the Parliament was to include these two categories mentioned in sub clauses (i) and (ii) in addition to the four categories mentioned in clauses (a) to (d). Therefore, we have no hesitation in holding that an NGO substantially financed,

directly or indirectly, by funds provided by the appropriate government would be a public authority amenable to the provisions of the Act.

23. NGO is not defined under the Act or any other statute as far as we are concerned. In fact, the term NGO appears to have been used for the first time describing an international body which is legally constituted but nongovernmental in nature. It is created by natural or legal entities with no participation or representation by the Government. Even NGOs which are funded totally or partially by the Governments essentially maintain the NGO status by excluding Government representations in all their organisations. In some jurisprudence, they are also referred to as civil society organisations.

24. A society which may not be owned or controlled by the Government, may be an NGO but if it is substantially financed directly or indirectly by the government it would fall within the ambit of subclause (ii).

20. In a somewhat similar situation, the Hon'ble Supreme Court, while examining the word "substantial" held that it means a large portion, and it does not necessarily mean to have a major portion or more than 50%. In fact, no hard and fast rule can be imposed, so as to establish, whether an NGO is substantially financed, directly or either indirectly. It has been observed that, if a land in a city is given free of cost or on heavy discount to any NGO, it would itself sufficient to declare substantial financing. However, it is clarified that substantial financing by a Government is a question of fact, which is to be determined in the facts of each case:-

"26. In our view, 'substantial' means a large portion. It does not necessarily have to mean a major portion or more than 50%. No hard and fast rule can be laid down in this regard. Sub-

stantial financing can be both direct or indirect. To give an example, if a land in a city is given free of cost or on heavy discount to hospitals, educational institutions or such other body, this in itself could also be substantial financing. The very establishment of such an institution, if it is dependent on the largesse of the State in getting the land at a cheap price, would mean that it is substantially financed. Merely because financial contribution of the State comes down during the actual funding, will not by itself mean that the indirect finance given is not to be taken into consideration. The value of the land will have to be evaluated not only on the date of allotment but even on the date when the question arises as to whether the said body or NGO is substantially financed.

27. Whether an NGO or body is substantially financed by the government is a question of fact which has to be determined on the facts of each case. There may be cases where the finance is more than 50% but still may not be called substantially financed. Supposing a small NGO which has a total capital of Rs.10,000/ gets a grant of Rs.5,000/from the Government, though this grant may be 50%, it cannot be termed to be substantial contribution. On the other hand, if a body or an NGO gets hundreds of crores of rupees as grant but that amount is less than 50%, the same can still be termed to be substantially financed.

28. Another aspect for determining substantial finance is whether the body, authority or NGO can carry on its activities effectively without getting finance from the Government. If its functioning is dependent on the finances of the Government then there can be no manner of doubt that it has to be termed as substantially financed.

29. While interpreting the provisions of the Act and while deciding what is substantial finance one has to keep in mind the provisions of the Act. This Act was enacted with the purpose of bringing transparency in public dealings and probity in public life. If NGOs or other bodies get substantial finance from the Government, we find no reason why any citizen cannot ask for information to find out whether his/her money which has been given *to an NGO or any other body is being used for the requisite purpose or not."*

REASONS FOR DISMISSING THE WRIT PETITION AND AFFIRMING THE IMPUGNED ORDER DECLARING THE GOLF CLUB TO BE A "PUBLIC AUTHORITY" UNDER SECTION 2(h)(ii) OF THE RTI ACT

21. Having examined the present case in the light of the exhaustive deliberations and propositions of law, including the definitions of certain pivotal expressions/words, set out hereinabove, this Court is of the view that the instant writ petition is bereft of merit and liable to be dismissed. The reasons underpinning this conclusion are assigned hereinafter.

22. The Golf Club is situated in the heart of Chandigarh, occupying 132 acres of prime land in the City Beautiful, the market value whereof, as recorded in the impugned order, is ₹1,000 crores, though its present market value may well be considerably higher. The Golf Club came to occupy the said land, along with the swimming pool, the Golf Club Building and its extension in Sector 6, Chandigarh, pursuant to a lease deed dated 16.03.1988 executed between the Golf Club and the U.T. Chandigarh Administration acting on behalf of the President of India. Besides the monthly rent to be determined by the Estate Officer in accordance with the formula reproduced hereunder, the Golf Club was also liable to pay an annual lease amount of ₹3,960/- for the Golf Course at the rate of ₹30/- per acre per annum.

(i) @ 3.25% on the cost of the original buildings;
(ii) @ 6% on additions made in 1967; and

(iii) @ 6% on future additions.

23. A perusal of the record reveals that, against the assessed rent of ₹33,45,268/- computed at 2003 rates, the Golf Club has been paying merely ₹8,530/- per month (comprising ₹8,200/- towards rent and ₹330/- towards lease charges), which constitutes no more than 0.255% of the assessed rent.

24. A studied survey of the record thus clearly establishes the following:

(i) The Golf Club building and swimming pool etc. were originally constructed by the U.T. Chandigarh Administration from public funds, and thereafter, the said building along with the swimming pool and other attached structures, as well as 132 acres of the most prime land in the city, were handed over to the Golf Club on lease.

(ii) The public property was made available to the Golf Club on concessional and symbolic lease.

(iii) In the absence of such substantial financial assistance in the form of land, buildings, and heavily subsidized lease amount extended by the U.T. Chandigarh Administration, the existence of the Golf Club would not have been feasible.

25. Consequently, this Court has no hesitation in concluding that the Golf Club is substantially financed by the U.T. Chandigarh Administration from public funds and, therefore, qualifies to be declared a "public authority" under the RTI Act.

26. The conclusion (*supra*), apart from becoming generated from

the factual matrix delineated above, garners strength also from the terms and conditions embodied in both the original lease deed dated 16.03.1988 and the renewed lease deed dated 26.03.2018, which together demonstrate that the U.T. Chandigarh Administration exercises substantive control over the administration and functioning of the Golf Club.

27. Clause 4 of the lease deed dated 16.03.1988 expressly prohibits the Golf Club from making any additions, alterations, or encroachments upon the premises without the written consent of the Administrator, U.T. Chandigarh. Clause 11 stipulates that while the maintenance of the Golf Course and swimming pool shall remain the responsibility of the Golf Club, **the club building shall be maintained by the Administration**. Clause 15 confers upon the U.T. Chandigarh Administration the power to terminate the lease by issuing three months' notice in writing, without assigning any reason. Clause 20 mandates that the Golf Club make available its golf course and other facilities to the Chandigarh Administration at any time and for such duration, as may be demanded in writing by the Finance/Sports Secretary of the Administration. Clause 21 requires the Golf Club to maintain the golf course, other facilities, and buildings including the swimming pool to the satisfaction of the Chandigarh Administration, and also vests the Administration’s representatives with unhindered access for inspection purposes, thereby conferring upon the Administration control over cleanliness and upkeep of the premises. Clause 22 further obligates the Golf Club to operate the golf course and other facilities to the satisfaction of the Chandigarh Administration and to promote the sport of golf by

organizing coaching for talented players. Clause 23 mandates that three members of the Governing Body of the Golf Club, with full voting rights, shall be nominated by the Administrator. The relevant clauses of the lease deed dated 16.03.1988 are extracted hereunder:-

> *"(4) The lessee shall not make any additions or alterations in the premises or make any other encroachments thereon without the written consent of the Administrator, Union Territory, Chandigarh.*
>
> *(8) The lessee shall not use broadcaster or any such other appliance in the premises without the prior permission of the Estate Officer.*
>
> ***(11) The maintenance of the Golf Course, the Swimming Pool would be the liability of the lessee. However, the club building shall be maintained by the Administration.***
>
> *(15) The lessor shall be at liberty to terminate this Lease giving three months notice in writing without assigning any reason.*
>
> *(16) On the termination of the lease in accordance with clause (15) the lessor may in addition to resumption of the premises forfeit the whole or part of the security deposited by the lessee.*
>
> *(20) The lessee shall make available the use of the Golf Course and other facilities to the Chandigarh Administration whenever and for whatever period for which a written demand is through the Finance/Sports Secretary of the Chandigarh Administrator.*
>
> *(21) The lessee shall ensure the maintenance and upkeep of the Golf Course and other facilities and buildings including the swimming pool, to the satisfaction of the Chandigarh Administration. And for this purpose the representatives of the Chandigarh Administration shall have a free access for inspection.*
>
> *(22) The lessee shall run the Golf Course and other facilities to the satisfaction of the Chandigarh Administration. And in addition, shall promote the game of Golf by organizing coaching*

for promising players. These may include even those who are not members of wards of the members of the Golf Club.

(23) 3 members of the governing body of the Golf Club with full voting rights would be nominated by the Administrator. The lessee would ensure that necessary amendment is made in the Rules and Regulations of the Golf Club to this effect."

28. Upon renewal of the lease deed on 26.03.2018, the U.T. Chandigarh Administration amended the original terms and conditions to strengthen its control over the affairs of the Golf Club. Notably, Clause 26 of the renewed lease deed, while continuing the provision regarding nomination of three members with full voting rights by the Administrator, additionally empowers such nominated members to, in the event their views differ with those of the Governing Body on an issue involving willful damage or financial loss to the property occupied by the Golf Club, refer such matter to the Administrator for a final decision. Clause 26 reads as under:-

> *"26. Three members of the Governing Body of the Chandigarh Golf Club with full voting rights would be nominated by the Administrator. The Licensee would ensure that necessary amendment is made in the Rules and Regulations of the Chandigarh Golf Club to this effect. If official nominees of the Administrator have views which differ from the views of the Governing body, on an issue creating willful damage causing financial loss to the property being occupied by the Chandigarh Golf Club then the same would be referred to the Administrator for directions."*

29. Furthermore, the affidavit dated 03.02.2026 of Mr. Jagbir Singh Mangat, General Manager, The Chandigarh Golf Club, confirms that the Administrator, U.T. Chandigarh, is empowered under Rule 47(a) of the Golf Club Rules and Regulations read with Clause 27 of the lease

deed dated 26.03.2018 to nominate three members (one Permanent and two Mid-week).

30. Significantly, the letter dated 15.11.2012 (Annexure R-1/1) of the Joint Secretary (Estates) addressed to the Estate Officer, U.T. Chandigarh, also unambiguously records that the Golf Club, being deriving all the benefits of concessional allotment of land and utilizing public property (land and building), is under an obligation to comply with the requirements of the RTI Act as a "public authority". All this reflects that the control of U.T. Chandigarh Administration is not merely supervisory in nature or regulating through a statute, rather it has effective control in the prominent affairs of the Golf Club, specifically upon the land and its building.

31. The Golf Club has been created on 132 acres of the most expensive public land. Its building was also constructed by the U.T. Chandigarh Administration using funds collected from taxpayers' money. The lease amount is also highly subsidised, obligating the Golf Club to pay only 0.255% of the assessed market lease amount. Without this substantial financial assistance from public funds, the Golf Club cannot imagine its existence and survival. Still, the Golf Club does not want to adopt a mechanism of transparency, which raises serious questions about its intent to serve the public cause.

32. Enough is enough. The time has now come to tell the Golf Club that if its members want to enjoy playing golf at the cost of taxpayers' money, it must make itself accountable by adopting an RTI mechanism.

33. In light of the foregoing, this Court concludes that the U.T. Chandigarh Administration exercises substantial control over, and extends substantial financing indirectly to, the Golf Club, thereby bringing it within the definition of a "public authority" under Section 2(h)(ii) of the RTI Act. There is no illegality or infirmity in the impugned order declaring the Golf Club to be a "public authority" and directing it to put in place an appropriate mechanism for compliance with the provisions of the RTI Act.

FINAL ORDER

34. In summa, the **instant writ petition, being devoid of merit, is dismissed** and the impugned order is affirmed. Given that the writ petition has remained pending adjudication since 2012 and the Golf Club has been enjoying interim stay since 05.11.2012, the Golf Club is hereby directed to implement an appropriate mechanism for compliance with the provisions of the RTI Act, as directed by the impugned order, within a period of one month from the date of this order.

35. Pending application(s) stand disposed of accordingly.

(KULDEEP TIWARI)
JUDGE

May 29, 2026
devinder

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No