

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on : April 18, 2012

Pronounced on: May 08, 2012

+ (01) W.P.(C) 4197/2000

MEENAKSHI CHOUDHRI Petitioner
Through: Mr. Prashant Bhushan, Mr. Sumeet
Sharma, Mr. Rohit Kumar Singh, Mr.
Shanshank Singh & Mr. Anupam
Singh, Advocates.
versus
D.D.A. & ORS. Respondents
Through: Ms. Sangeeta Chandra, Advocate

Reserved on : April 25, 2012

Pronounced on: May 08, 2012

+ (02) W.P.(C) 826/2001

SHYAM SUNDER Petitioner
Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates
versus
D.D.A Respondent
Through: Ms. Sangeeta Chandra, Advocate

AND

+ (03) W.P.(C) 1143/2001

M/S JYOTI METAL & ALLIED INDUS Petitioner
Through: Mr. Sanjay Poddar, Senior Advocate, with
Mr. Navlin Swain & Mr. Govind Kumar,
Advocates
versus
D.D.A Respondent
Through: Ms. Sangeeta Chandra, Advocate

+ (04) W.P.(C) 2006/2001

M/S CARMAN AUTO

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (05) W.P.(C) 2117/2001

MANMOHAN SINGH

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (06) W.P.(C) 2195/2001

M/S SOUTH END INDUSTRIES

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (07) W.P.(C) 2204/2001

M/S K.E.I. METAL (P) LTD.

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (08) W.P.(C) 2683/2001

M/S DESH INDUSTRIES

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (09) W.P.(C) 2684/2001

MADAN LAL JAIN

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (10) W.P.(C) 2685/2001

M/S S.P.JAIN & CO.

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (11) W.P.(C) 2687/2001 & CM No. 10467/2001

DHARAM BIR

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (12) W.P.(C) 2707/2001

M/S CAPITAL LAND BUILDERS P. L Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR. Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (13) W.P.(C) 2750/2001

VINAYAKAM STEEL (P) LIMITED Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

DDA & ANR. Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (14) W.P.(C) 2785/2001

SONAL UDYOG (P) LIMITED Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

DELHI DEVELOPMENT AUTHORITY & Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (15) W.P.(C) 2922/2001

M/S MEXIT INDIA P. LTD. Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR. Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (16) W.P.(C) 2938/2001

SHREE KISHAN

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (17) W.P.(C) 3134/2001 & CM No. 12573/2001

PAMA STEELS (P) LTD.

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

DDA & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (18) W.P.(C) 3163/2001

M/S SHIB CHANDRA BANERJEE FAMI

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (19) W.P.(C) 3212/2001

GENERAL GARMENTS (DELHI) PVT.

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

DDA & ANR.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (20) W.P.(C) 3326/2001

M/S ORIENTAL BUILDING & FURNIS Petitioner

Through Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR. Respondents

Through Ms. Sangeeta Chandra, Advocate

+ (21) W.P.(C) 4528/2001

PUSHKAR ENTERPRISES (P) LTD. Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A & ANR. Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (22) W.P.(C) 3573/2002

PEAREY LAL Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A & ANR. Respondents

Through: Ms. Sangeeta Chandra, Advocate

+ (23) W.P.(C) 46/2002 & CM No. 99/2002

M/S. PITAMBER STEELS P. LTD. Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A & ANR. Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (24) W.P.(C) 4111/2002

M/S. S. TECH. INFO (P) LTD.

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A & ANR.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (25) W.P.(C) 2100/2004

SH. S.P. SABHARWAL

..... Petitioner

Through: Mr. Sanjay Poddar, Senior Advocate,
with Mr. Navlin Swain & Mr. Govind
Kumar, Advocates

versus

D.D.A. & ANR.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

+ (26) W.P.(C) 2413/1998

S.P.VIRMANI & SON P. LTD.

..... Petitioner

Through: Mr. Arvind Varma, Advocate along
with petitioner in person

versus

D.D.A. & ORS.

..... Respondents

Through: Mr. Rajiv Bansal and Mr. Rahul
Bhandari, Advocate for DDA

+ (27) W.P.(C) 2119/1999 & C.M. No. 5090/1999

JAI KISHAN DAS GUPTA

..... Petitioner

Through: Mr. Arvind Varma, Advocate

versus

D.D.A.

..... Respondent

Through: Ms. Sangeeta Chandra, Advocate

- + (28) W.P.(C) 4335/2000
ASHA VIRMANI Petitioner
Through: Mr. Arvind Varma, Advocate

versus

D.D.A & ORS. Respondents
Through: Ms. Sangeeta Chandra, Advocate
- + (29) W.P.(C) 8357/2002 & CM No. 14075/2002
USHA SERVICES & CONSULTANTS LTD. Petitioner
Through: Mr. Vinod K. Shukla, Advocate

versus

D.D.A. & ANR. Respondents
Through: Ms. Sangeeta Chandra, Advocate
- + (30) W.P.(C) 3033/2001
MAAKALI STEELS PVT. LTD. Petitioner
Through Mr. Rajshekhar Rao, Advocate

versus

DDA & ANR. Respondents
Through Ms. Sangeeta Chandra, Advocate
- + (31) W.P.(C) 3378/2001
M/S DELHI INDUSTRIAL CORPN. Petitioner
Through: None

versus

D.D.A. & ORS. Respondents
Through: Ms. Sangeeta Chandra, Advocate
- + (32) W.P.(C) 3623/2001 & CM No.6309/2001
NARINDER SINGH Petitioner
Through None
versus
DDA & ANR. Respondent
Through Ms. Sangeeta Chandra, Advocate

+ (33) W.P.(C) 4213/2001
SEIKI AUTO (I) PVT. LTD. Petitioner
Through None

versus

DDA & ORS. Respondents
Through Ms. Sangeeta Chandra, Advocate

+ (34) W.P.(C) 63/2003
ANA SALES P. LTD. Petitioner
Through: Mr. Vinod K. Shukla, Advocate

versus

D.D.A & ANR. Respondents
Through: Ms. Sangeeta Chandra, Advocate

+ (35) W.P.(C) 2002/2003
S.K.AGARWAL Petitioner
Through: None

versus

D.D.A. Respondent
Through: Ms. Sangeeta Chandra, Advocate

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR
%

ORDER
08.05.2012

1. Petitioners of above captioned 35 petitions are the allottees/lessees of Industrial plots in the *Mohan Cooperative Industrial Estate* and they are challenging the levy of composition charges w.e.f. 1st January, 1993, by the respondent – DDA. Since the grounds of challenge laid by the petitioners to the impugned imposition of composition charges for not completing the construction on the Industrial Plots allotted to them are identical, therefore the

above captioned petitions were heard together and are being disposed of by this common order while treating W.P.(C) No. 4197/2000 and W.P.(C) No. 826/2001 as lead cases.

2. Since the basic amenities/infrastructure was not developed, therefore on the representation of *Mohan Cooperative Industrial Society* and its members, time for construction on the Industrial Plots was extended by the respondent from time to time and finally upto 31st December, 1992 without payment of composition fees. It is the case of the petitioners that they had sought extension of time to raise construction on their Industrial Plots in *Mohan Cooperative Industrial Estate* (hereinafter referred to as subject premises) and in the year 1996, respondent had conveyed to the petitioners that no extension of time without payment of composition charges can be granted beyond the year 1992, as respondent - DDA was not responsible for providing the essential services and because there has been massive conversion of the plots in this Estate from industrial to commercial use.

3. Petitioners rely upon *Joint Inspection Report* of 24th September, 1999 (Annexure P-17) which was carried out in the *Mohan Cooperative Industrial Estate* by the senior officer of DDA/MCD/DVB(DESU) in pursuance to the directions issued vide order of 22nd September, 1999 in CW No. 79/1998 (Annexure P-16). In the *Joint Inspection Report* of 24th September, 1999 (Annexure P-17) it was noted that at *Mohan Cooperative Industrial Estate*, trunk sewer and trunk water mains are in the process of being laid and are not complete and that 66 KV Grid sub-station for providing electricity was commissioned in July, 1999 and *Mohan Cooperative Industrial Estate* has not been handed over by DDA to MCD for providing basic amenities like roads, storm water drain, etc.

However, the first round of litigation ended with a direction to respondent - DDA to decide the representations of the petitioners.

4. Vide order of 26th December, 2000 (Annexure P-7), permanent Lok Adalat of respondent - DDA had upon inspection found that till 24th September, 1999, there were no trunk sewer and trunk water pipe line in *Mohan Cooperative Industrial Estate* and had therefore, recommended that the petitioners be not compelled to pay composition charges at least upto 31st December, 1999 and for the purpose of calculating composition charges after 31st December, 1999, the actual year commencing from 1st January, 2000 be counted as fourth year after expiry of three years of the perpetual sub-lease deed.

5. In the counter Affidavit filed by respondent - DDA in May, 2001, it was asserted that basic amenities like water, sewerage and electricity are very much available and so, there is no justification for not raising construction by the petitioners upon the Industrial Plots in question. To justify the refusal to waive of composition charges beyond December, 1992 the stand taken by respondent - DDA in the counter affidavit is that in A Block of *Mohan Cooperative Industrial Estate*, 90 per cent of the plots have been built up. That is to say, out of 337 Industrial Units in the *Mohan Cooperative Industrial Estate*, 'no objection certificate' has been obtained in respect of 249 plots and so, there is hardly any justification for the petitioners not to raise construction over their Industrial plots.

6. At the hearing of these petitions, learned counsel for the petitioners had strongly relied upon the *Joint Inspection Report* of 24th September, 1999 (Annexure P-17) as well as Lok Adalat order (Annexure P-7) to contend that the actual year for calculation of the composition charges has to be w.e.f. 1st January, 2000.

7. To justify imposition of composition charges for the period beyond December, 1992, reliance was placed upon '*no objection certificate*' issued by the Municipal Authorities and it was asserted by learned counsel for the respondent that the Lok Adalat order (Annexure P-7) is not of binding nature and in support of this assertion, reliance is placed upon decision in ***State of Punjab & Anr. Vs. Jalour Singh & Ors.***, 2008 (2) SCALE 52.

8. To rebut the stand of the respondent, learned counsel for the petitioners had pointed out that '*no objection certificate*' have been issued in respect of the Industrial Units in A Block only, which were abutting the main Mathura Road and had immense commercial value, whereas petitioners are in B Block, where basic amenities are lacking as has been found in the *Joint Inspection Report* of 24th September, 1999 (Annexure P-17) and in such a situation, upon finding basic amenities to be lacking, in CWP No.7372/2002, ***Hamdard (Wakf) Laboratories (India) vs. Delhi Development Authority***, decided on 22nd November, 2004, it was held that the composition fee was not payable.

9. Having deliberated upon the submissions advanced in the light of the decisions cited and the material on record, I find that respondent's Lok Adalat order (Annexure P-7) does not have binding effect in view of the decision in ***Jalour Singh*** (supra) but the cogent recommendation made therein can always be taken into consideration.

10. In any case, not only in the inspection conducted by the respondent's Lok Adalat but even in the *Joint Inspection Report* of 24th September, 1999 (Annexure P-17), it was found that the basic infrastructure in the *Mohan Cooperative Industrial Estate* was lacking, i.e., trunk sewer and trunk water mains were in the process of

being laid and the power supply was recently commissioned in July, 1999.

11. The averments made in respect of aforesaid *Joint Inspection Report* of 24th September, 1999 (Annexure P-17) are contained in paragraph no: 16 of the writ petition and in the corresponding paragraph of the counter Affidavit, it is merely stated by the respondent – DDA that it is a matter of record and needs no reply. In such a situation, the respondent cannot fall back upon the ‘*no objection certificates*’ issued in respect of A Block of the *Mohan Cooperative Industrial Estate*. Pertinently, none of the ‘*no objection certificate*’ pertain to B Block of *Mohan Cooperative Industrial Estate* i.e., relating to the subject matter of these petitions.

12. In view of the ratio of the decision in ***Hamdard*** (supra) and the *Joint Inspection Report* of 24th September, 1999 (Annexure P-17), and particularly in view of the stand of respondent – DDA in its counter Affidavit of the basic amenities being available when the counter filed i.e., in May, 2001, it becomes apparent that the basic amenities to enable raising of construction on plots in ‘B’ Block of *Mohan Cooperative Industrial Estate* were not available prior thereto. It cannot be ignored that the respondent - DDA had issued a Public Notice (Annexure P-3) giving the deadline of 30th June, 2001 to complete the construction while making it clear that no further extension would be given beyond the aforesaid date.

13. Viewed in the afore-noted perspective, respondent – DDA is precluded from charging the composition fee from the petitioners up to 31st December, 1999 and for calculating composition fee, 1st January, 2000 would be treated as the fourth year after expiry of three years of perpetual sub-lease.

14. With aforesaid directions, these petitions are disposed of, while leaving the parties to bear their own costs. Consequently, pending applications are also disposed of as infructuous.

(SUNIL GAUR)
JUDGE

May 08, 2012.
pkb