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

+ **WRIT PETITION (C) NO.5164/2012**

VINAIK GOODS TRANSPORT CO. Petitioner
Through Mr. Adarsh Ganesh, Advocate.

versus

MUNICIPAL CORPORATION OF DELHI Respondent
Through Ms. Suparna Srivastva, Advocate.

CORAM:
HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

SUDERSHAN KUMAR MISRA, J.

1. This writ petition has been filed by Sh. Mangal Vinaik, proprietor of M/s Vinaik Goods Transport Co., praying for directions to the respondent, which happens to be the North Delhi Municipal Corporation in this case, to issue a No Objection Certificate in respect of Plot No.BG-120, Sanjay Gandhi Transport Nagar, Samaypur Badli, G.T. Road, Delhi, in favour of the petitioner so that the petitioner may be in a position to get the necessary building plan sanctioned and thereafter to carry out construction on the said plot. Further directions are sought to the North Delhi Municipal Corporation to execute the requisite Lease Deed in favour of the petitioner with regard to the aforesaid plot; and further to quash a demand of Rs.3,44,064/- raised by the respondent on 11th January, 2012 allegedly towards interest @ 12% per annum on delayed payment by the petitioner. Admittedly, the petitioner raised a grievance with regard to the non allotment of the aforesaid plot before the District Consumers Redressal Forum where he was successful and on 6th June, 2008, the said Consumer

Forum directed the respondent MCD to hand over the possession of the plot in question on deposit of Rs.7,55,070/-. By that decision, the MCD was obliged to hand over the possession of the said plot within eight weeks after the petitioner deposited the aforesaid amount. The relevant portion of the said decision dated 6th June, 2008 states as follows:

“For the reasons stated above, we order that on the complainant depositing Rs.7,55,070/- with the opposite party, the opposite party will issue letter of allotment and hand over the possession of the plot BG-120, Sanjay Gandhi Transport Nagar, Samaipur Badli, G.T. Karnal Road, Delhi to the complainant within 8 weeks. The complaint is accordingly allowed.”

2. The petitioner had, admittedly, deposited the aforesaid amount with the respondent on 21st January, 2009. The possession of the plot was, however, handed over to the petitioner only on 22nd September, 2011 pursuant to an application moved by the petitioner before the District Consumers Redressal Forum seeking the delivery of possession of the plot in execution of the aforesaid decision of 6th June, 2008. Despite repeated reminders by the petitioner, the respondent has failed to issue the Necessary No Objection Certificate to the petitioner in respect of the said plot to enable him to get the building plan sanctioned and to carry out constructions thereon. Similarly, even the necessary Lease Deed in respect of the said plot has not been executed in favour of the petitioner by the respondent. Furthermore, the District Consumers Redressal Forum disposed off the aforesaid Execution Application on 10th January 2012, specifically declining the request of counsel for the respondent that the petitioner be directed to pay a further amount of Rs.3,44,064/- being the interest @ 12% per annum. Having been declined, the respondent nevertheless raised a demand letter for the same amount the very next day, i.e. on 11th January, 2012, where the

respondent had sought to justify their impugned demand of interest on various grounds, including, inter alia, certain late payments tendered by the petitioner.

3. Be that as it may, there is no gainsaying the fact that a valid and binding order in favour of the petitioner has been passed on 6th June, 2008 by the District Consumers Redressal Forum explicitly directing the respondent to issue an Allotment Letter and hand over the possession of the plot in question to the complainant on deposit of a specified sum of Rs.7,55,070/-. That order had attained finality. Admittedly, the said amount had also been duly deposited by the petitioner. Obviously, the matter rested there and the decision of the District Consumers Redressal Forum had to be taken by the respondent to its logical conclusion by now completing all their obligations, and it cannot be now said that it would be open to the respondent to keep charging further moneys which they felt are due to them for every subsequent step that they have been called upon to take to complete the transaction of proper allotment of the plot in question to the petitioner. Consequently, and under the circumstances, while the petition succeeds and the respondent is therefore directed to now issue the requisite No Objection Certificate in respect of the plot in question, i.e. Plot No.BG-120, Sanjay Gandhi Transport Nagar, Samaypur Badli, G.T. Road, Delhi, in favour of the petitioner within four weeks from today; at the same time, the respondent shall also execute the necessary Lease Deed in favour of the petitioner with respect to the said plot. In case, for any reason, the respondent is not the concerned authority for executing the same, the respondent shall apply to this Court for necessary directions to the appropriate authority/agency within two weeks of this order. However, looking to the circumstances and since, to my mind, no plausible defence is

available to the respondent MCD, the respondent shall also pay costs of Rs.11,000/- to the petitioner within the same time. The impugned demand raised by the respondent on 11th January, 2012 for payment of Rs.3,44,064/- is also hereby quashed.

4. The writ petition is disposed off in the above terms.

**SUDERSHAN KUMAR MISRA
(JUDGE)**

**JULY 26, 2013
dr**