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

+ **W.P.(C) 5191/2013 & C.M.No.11672/2013**

K.K. AHUJA

..... Petitioner

Through Mr.Sahil Ahuja, Advocate.

versus

DDA & ANR

..... Respondents

Through Mr.Pawan Mathur, Standing Counsel
for DDA.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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21.07.2016

Present contempt petition has been filed challenging the interest demand raised by DDA vide its notice dated 23rd April, 2013. Petitioner also prays for dropping of proceedings under Section 4(1) of the Public Premises Act qua the Plot bearing No.1, Block-C, Mangol Puri Industrial Area, New Delhi.

On 21st August, 2013, this Court had directed the stay of proceedings initiated by DDA under the Public Premises Act only if the petitioner deposited the entire amount demanded by the respondent/DDA within a period of four weeks. Since the interest component of the demand was not deposited by the petitioner, there was no stay of the proceedings initiated by DDA under the Public Premises Act. In fact, the learned counsel for the petitioner has handed over an order dated 30th December, 2015 passed by the Estate Officer, whereby an eviction order has been passed against the petitioner. The said order is taken on record.

Today, learned counsel for the petitioner states that in view of the modification order dated 22nd December, 2010, the petitioner is absolved of any liability to pay interest.

On the other hand, learned counsel for the respondent/DDA states that Plot No.1, Block-C situated at Mangol Puri Industrial Area was restored only as the petitioner had undertaken to pay all dues of respondent/DDA.

With the assistance of learned counsel for the parties, this Court has perused the undertaking furnished by the petitioner as well as the order dated 7th September, 2010 disposing of the petitioner's initial writ petition being W.P.(C) No.6026/2010 as well as order dated 22nd December, 2010 modifying the order dated 7th September, 2010. The relevant portions of the undertaking furnished by the petitioner as well as the orders dated 7th September, 2010 and 22nd December, 2010 are reproduced hereinbelow:-`

Undertaking

“I, K.K.Ahuja proprietor of M/s. Delhi Paints and Chemicals, E-122 A, Greater Kailash, New Delhi.

In terms of order dated 07.09.2010 passed in Writ Petitioner (Civil) No.6026/2010 against DDA Seeking restoration of captioned plot and further for appropriate directions to DDA to set aside the unlawful demand of Rs. 1130771/- and convert the Plot No.1, Block C situated at Mangol Puri Industrial Areas into freehold. I undertake to pay the amount as claimed by the DDA as soon it will be restored by the Hon'ble LG or demand raised by them after restoration in terms of the order.”

Order dated 7th September, 2010

“Mr.Rakesh K. Khanna, learned senior counsel appearing on behalf of the petitioner, on instructions from his client, submits

that the petitioner is ready to make the payment of damages, restoration charges, ground rent and interest in terms of letter of the respondents dated 22.10.2009 referred above. It is submitted that the damages quantified at Rs.11,30,771/- in the letter dated 22.10.2009 shall be paid by the petitioner within two weeks and the balance payment on account of restoration charges, ground rent and interest chargeable thereon, shall be paid by the petitioner within two weeks of receipt of communication in this regard from the respondents. Upon such payment, the respondents shall consider and process the case of the petitioner for restoration of allotment of Plot No.1, Block-C, Mangolpuri Industrial Area, Phase-I, New Delhi, in favour of the petitioner and for its conversion from leasehold to freehold as expeditiously as possible but not later than eight weeks of the final payment. In the meanwhile, the respondents shall not take any coercive step against the petitioner in respect of the property in question.”

Order dated 22nd December, 2010

“This is an application seeking modification of order dated September 7, 2010 in so far as it directs the petitioner to deposit Rs.11,30,771/- within two weeks from the date of the order and the balance amount on account of restoration charges, ground rent and interest chargeable thereon, within two weeks of receipt of communication in this regard from the respondents.

It has been suggested by the respondent/DDA on instructions that the petitioner, for the present need not deposit any amount including the sum of Rs.11,30,771/-, but should give an undertaking within a week to the DDA that he will be willing to pay the aforementioned sum to the DDA as well as other charges after an order has been passed on his representation for restoration by the Deputy Director of the DDA.

The learned counsel for the petitioner has no objection to the giving of such an undertaking to the DDA.

In view of the above, the order dated September, 7, 2010 is modified and the petitioner is accordingly directed to give an undertaking as stated above to the DDA within a week.

The application is disposed of.”

Perusal of the order dated 7th September, 2010 clearly shows that the petitioner had agreed to pay not only the damages quantified at Rs.11,30,771/- but also the ground rent and interest chargeable thereon.

By the subsequent order dated 22nd December, 2010, only time-frame to deposit other charges, that would include interest, was extended.

In fact, a holistic reading of the order dated 22nd December, 2010 shows that the petitioner's application for modification was confined to extension of time for payment of damages as well as restoration charges, ground rent and interest.

Consequently, this Court is of the opinion that the petitioner is liable to pay the demand for interest as raised by the respondent/DDA.

Accordingly, the present writ petition and the application are dismissed.

MANMOHAN, J

JULY 21, 2016

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