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

+ **W.P.(C) 3149/2019**

DELHI DEVELOPMENT AUTHORITY

..... Petitioner

Through: Mr Rajiv Bansal, Sr. Advocate with
Mr Faisal Naseem, Ms Parul Parthi
and Ms Vaishali Rawat, Advocates.

versus

BADMINTON ASSOCIATION OF INDIA

..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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01.04.2019

CM No.14384/2019

1. Allowed, subject to all just exceptions.

W.P.(C) 3149/2019

2. The petitioner – Delhi Development Authority (DDA) – has filed the present petition, *inter alia*, praying that directions be issued to the respondent (Badminton Association of India – BAI), to abide by its undertaking to pay the outstanding dues for the events hosted at the Squash and Badminton Stadium, Siri Fort Road, New Delhi. It is averred in the present petition that the BAI had held several events at the Siri Fort Complex, Sports Complex, DDA, with the due permission of the DDA, but had failed to pay the charges for the same. Finally, the DDA refused to grant permission for holding the ‘Yonex Sunrise India Open BWF World Super Series, 2016’ at its facilities, till the arrears were paid. At the material time,

the DDA had raised a demand of ₹1,05,17,500/- which comprised of ₹57,77,500/- as arrears, and a further sum of ₹47,40,000/- for the Yonex Sunrise India Open BWF World Super Series, 2016, which was to be held in March-April, 2016. Aggrieved by the aforesaid action, BAI preferred a writ petition (W.P.(C) 2600/2016), *inter alia*, praying that directions be issued to the DDA not to charge exorbitant rates on account of the booking of the Squash and Badminton Stadium. In the said proceedings, an ad interim order was passed wherein the BAI agreed to pay a sum of ₹25 lakhs to DDA, without prejudice to its rights and contentions, and further agreed to deposit sum of ₹25 lakhs with the Registrar General of this Court. In addition, the authorized representative of the BAI also undertook that the BAI would pay the entire amount within 30 days from any order being passed by this Court, holding that the BAI was liable to pay the entire amount.

3. In view of the aforesaid interim order, BAI was permitted to conduct the sporting event.

4. Admittedly, the sum of ₹25 lakhs deposited by BAI with the Registry of this Court has been released to the DDA. It is thus clear that the DDA has recovered the amount demanded for the 2016 event, and has also recovered a small part of the arrears. DDA has now approached this Court in view of BAI's further request for the venue for holding 'Yonex Sunrise India Open, 2019'. Plainly, the petitioner would be within its right to withhold the permission for holding any tournament, unless its arrears are paid. BAI's challenge to the amount demand by the DDA, no longer survives as the writ petition preferred by the BAI has been dismissed in default.

5. In the aforesaid circumstances, this Court does not consider it

apposite to convert the present proceedings for recovery of dues demanded by the DDA. The petition is, accordingly, disposed of by observing that the DDA is at liberty to institute appropriate proceedings for recovery of its arrears, in accordance with law.

VIBHU BAKHRU, J

APRIL 01, 2019
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