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

+ W.P.(C) 6301/2020 & CM APPL. 22394/2020 (stay)

VIKAS JAIN

..... Petitioner

Through: Mr. S. Khan, Advocate.

versus

SOUTH DELHI MUNICIPAL CORPORATION & ORS.

..... Respondents

Through: Ms. Puja Kalra, Advocate for R-1.
Ms. Sunieta Ojha, Advocate for R-2
and R-3.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

% **11.09.2020**

The hearing was conducted through video conferencing.

1. On 11.06.2001, the petitioner was allotted Shop No. 02, Sector-III, Ground Floor, M.B. Road, New Delhi - 110 017, at a monthly licence fee of Rs.11,000/-. This fee was revisable and the petitioner/allottee was required to pay the revised fees. One such revision was made by respondent no.3 on 06.06.2005 raising the fee to Rs.12,650/- per month. Arrears of the same were paid by the petitioner and the revised rate has thereafter been continued to be paid. Later, the rates were revised yet again. There has been default in payment of the same.
2. The learned counsel for the petitioner contends that no notice was issued to the petitioner apropos the revised notifications and no

demand letters were issued by the South Delhi Municipal Corporation ('SDMC') asking for payments as per subsequent revised rates i.e. beyond Rs.12,650/- per month.

3. Ms. Kalra, the learned counsel for the Corporation, submits that the petitioner's aforesaid contention is *ex facie* incorrect because he was issued a show-cause notice on 12.10.2017, wherein a demand of an outstanding amount of Rs.23,97,307/- was notified. This obviously was on the basis of the extant licence fee. Obviously, the petitioner had been in consistent default for many years.
4. The petitioner responded to the said notice letter dated 15.02.2018. He paid Rs.2 lakhs by way of a Demand Draft and another Rs.3 lakhs. The Corporation acknowledged it by issuing a Receipt for Rs.5 lakhs (Annexure P-12). However, the other monies were not paid. The aforesaid notice was not challenged. It led to the issuance of the current impugned notice dated 12.02.2020.
5. The petitioner insists that he was never issued any demand notice. The contention is untenable because the aforesaid first notice dated 12.10.2017 and petitioner's acknowledgement of the same, shows that the petitioner had due knowledge of the demand/arrears of, at least Rs.23,97,307/- as of 12.10.2017. He has not challenged the same. Furthermore, according to the learned counsel for the Corporation, the petitioner has withheld an important document i.e. the licence deed, which he executed with the Corporation in terms of clause (iii) of the letter of allotment dated 11.06.2001, which reads as under:

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2. *In accordance with the terms and conditions of allotment, you are requested to comply with the following requirements:-*

....
(iii) *Execute the licence deed (proforma enclosed) on non-judicial stamp paper worth Rs. 3:00 and Indemnity Bond (proforma enclosed) on non-judicial stamp paper worth Rs. 10/- and bring the same to this Office personally.*
....”

6. The petitioner states that the said document has been lost and he has sought the copy of the same under the RTI Act, 2005. When was the said letter lost? When was it intimated to anybody? There is no mention of this in the body of the petition. Evidently, the petitioner applied for the said document only after the impugned notice of 15th February 2020 was issued to him in. The petitioner wrote to the Corporation on 06.03.2020 that the demand letter is improperly computed and it is contrary to the licence deed, allotment letter and gazette notification dated 24.03.2006. It is odd that he contends the notice to be contrary to the licence deed when he does not have a copy of the same to refer to.
7. At this stage, the learned counsel for the petitioner seeks to withdraw the petition to pursue with the Corporation, the petitioner's representation apropos the 'incorrect computation' of the demanded amount and to show to the Corporation. He seeks liberty to approach the Court with better particulars, if necessary.
8. In view of the above, the writ petition, alongwith pending application, is dismissed as withdrawn. Liberty granted.

9. The order be uploaded on the website forthwith. Copy of the order be also forwarded to the counsels through email.

NAJMI WAZIRI, J

SEPTEMBER 11, 2020

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