

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

Date of decision: 16th FEBRUARY, 2023

IN THE MATTER OF:

+ **W.P.(C) 10769/2021 & CM APPLs. 33239/2021, 32424/2022, 37691/2022**

NEERAJ WALIA AND ORS

..... Petitioners

Through: Mr. Sumit Bansal, Mr. Udaibir Singh
Kochar, Mr. Pankaj Gupta, Ms.
Chandni Mehra, Mr. Varun Rajawat,
Advocates

versus

SOUTH DELHI MUNICIPAL CORPORATION AND ANR

..... Respondents

Through: Mr. Sanjay Poddar, Senior Advocate
with Mr. Kunal Vajani, Standing
Counsel, Mr. Kunal Mimani, Mr.
Kartikey Bhatt, Ms. Ayushi Singh,
Advocates for R-1
Mr. Soham Kumar, Ms. Prarthana
Singhania, Advocates for R-2

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. The Petitioners have approached this Court challenging the tender notice dated 10.11.2020, issued by the Respondent No.1 herein for granting licenses for shops bearing No. 1 to 21 at Punjabi Bagh Stadium, West Punjabi Bagh, New Delhi, and also for quashing the allotment of the said shops to the Respondent No.2 herein.
2. It is stated that the Respondent No.1 herein constructed a stadium at West Punjabi Bagh, New Delhi, for promoting sports activities. A tender bearing No.: AO/L&E /Tender-01/2020-21/SDMC/NIT/D-2029 was issued

by the Respondent No.1 herein for granting licence for shops/properties of the Respondent No.1 herein at various sports complexes in Delhi on an 'as is where basis'. It is stated in the tender document that the bidders can bid for any one or maximum two shops/stalls/properties as per eligibility conditions mentioned in Clause 3 of the tender document. Annexure-1 to the tender documents is the list of properties at various complexes. Item No.52 are the shops in question, i.e. shop No.1 to 21 at Punjabi Bagh measuring 10 Sq. Mtr. each. After the auction, the said shops have been allotted to Respondent No.2 herein.

3. It is stated that the Respondents herein, who are residents of West Punjabi Bagh, the area where the stadium in question is situated, have challenged the auction contending that 21 shops have been allotted to one person which is in violation of the tender condition which provides that the bidder can bid only for any one or maximum two shops/stalls/properties.

4. It is further stated in the Writ Petition that after allotment, the Respondent No.2 herein has started demolishing certain portions of the shop and has covered the area towards the footpath. It is also contended by the Petitioners that Master Plan for Delhi-2021(*hereinafter referred to as 'the Master Plan'*) provides that the stadiums cannot be used for anything but sports activities and, therefore, the auction of shops is in violation of the Master Plan since the shops will be used for purposes other than for development of sports activities.

5. Notice was issued by this Court and counters have been filed by the Respondent No.1 herein.

6. It has been stated by Respondent No.1 that the shops will be used only in terms of the Master Plan. Reliance has been placed on Clause 13.22 of the

Master Plan and has been contended that there is no prohibition in allotting shops in the stadium for commercial use. It has been contended that funds that will be generated from allotment of shops will be utilized towards betterment of the condition of stadium and to ensure that proper sporting facilities are available to the residents of the area.

7. It is further stated that each serial number in Annexure-1 of the tender document represents only one unit and, therefore, the condition of tender document has not been violated as serial No.52 deals with Shops No.1 to 21 in Punjabi Bagh Sporting complex.

8. Heard the counsel for the parties and perused the material on record.

9. Mr. Sumit Bansal, learned Counsel appearing for the Petitioners, reiterates the contentions in the Writ Petition. He draws the attention of this Court towards the Master Plan and has highlighted that the Master Plan provides that the stadiums must be used only for the purposes of sports activities and it cannot be used for any other activity. He states that the area of the stadium in question is about two acres and as per Clause 13.22 of the Master Plan, the said area would constitute a Community Sports Centre or at best a District Sports Centre and only a maximum of 5% of the FAR can be used for sports, retail shops, cafeteria/ snack bar. He further states that allotting shops in the stadium would invite a lot of crowd which will lead to serious parking problems for the area.

10. *Per contra*, Mr. Sanjay Poddar, learned Senior Counsel appearing for Respondent No.1, states that this petition is only an abuse of the process of law and the petition has been filed only with the oblique motives not to permit shops from coming up in the area because the said area is used by the residents of the area for parking their vehicles and if shops come up in the

area, the residents of the area would not be able to utilize the area for parking their vehicles. He states that the shops will be utilized only for the purposes which are permitted under the Master Plan and, therefore, the instant petition is completely pre-mature. He further contends that the auction has strictly been conducted in terms of the tender document.

11. Bids were invited by the Respondent No.1 for granting licenses of shops/stalls/properties of Respondent No.1 herein in two bid system, i.e. technical and financial, for a period of ten years on an 'as is where is' basis. The tender document prescribes that a bidder can bid for a maximum of two shops/stalls/properties as per the eligibility conditions mentioned in Clause 3 of the tender document. The details of the vacant shops with their area, MRP, Location and EMD are given in Annexure-1 of the tender document which contains 52 serial numbers. The shops in question are shown in serial No.52 in which a cluster of 21 shops has been shown as one unit. Since all the shops have been shown as one unit, this Court does not find any infirmity in the decision of the Respondent No.1 in allotting all the shops to Respondent No.2 herein who had placed bids for these shops. It is not the allegation of the Petitioners herein that the Respondent No.2 has been allotted more than two units as described in Annexure-1 of the tender document.

12. Learned Senior Counsel appearing for the Respondent No.1 has categorically stated that this Court may bind the Corporation that the shops shall be utilized strictly in terms of the Master Plan. In view of the categorical statement made by the learned Senior Counsel, this Court is of the opinion that the instant petition is pre-mature because it has been filed only on the presumption that the shops will be used in contravention to the

Master Plan. Respondent No.1 is directed to ensure that the shops are utilized by Respondent No.2 only in accordance with the Master Plan. The Respondent No.1 is also directed to ensure that the other conditions under which licenses are being issued are strictly complied with by the Respondent No.2 without any deviation.

13. With these observations, the Writ Petition is dismissed, along with the pending application(s), if any.

SATISH CHANDRA SHARMA, C.J.

SUBRAMONIUM PRASAD, J

FEBRUARY 16, 2023

Rahul