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

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*Judgment delivered on:18.10.2023*

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**W.P.(C) 12316/2023 & CM Nos.48511/2023 & 52325/2023**

YAMUNA KAMAL CLUB

..... PETITIONER

versus

DELHI DEVELOPMENT AUTHORITY

..... RESPONDENT

**Advocates who appeared in this case:**

For the Petitioner:

Ms. Akanksha Mehra, Mr. Gaurav Seth, Mr. Navjot Kwatra, Mr. Pulkit Sikka and Ms. Anu Berry, Advs.

For the Respondent:

Ms. Manika Tripathy, Standing Counsel with Ms. Aastha Agnihotri, Advs.

**CORAM:****HON'BLE MS JUSTICE TARA VITASTA GANJU****[Physical Hearing/Hybrid Hearing (as per request)]****TARA VITASTA GANJU, J.:****W.P.(C) 12316/2023 & CM APPL. 48511/2023***[Application filed by Petitioner seeking interim relief]*

1. The present Petition impugns the Booking Status and Challan, as uploaded on website of the Respondent/DDA [hereinafter referred to as the "Impugned Communication"], which has directed cancellation of booking, of plot No. EZ-68C and EZ-68B of total 6585 sq. mtrs., both part of G.T.B. Ground, Opp. G.T.B. Hospital, Delhi [hereinafter referred to as "Open Plots"], booked by the Petitioner for holding of Ramleela function.



2. The Petitioner states that a booking request for two Open Plots for the period from 02.10.2023 to 31.10.2023 was made by the Petitioner on 07.06.2023, and the payment for the bookings were made by the Petitioner on the same date. Thereafter on 11.06.2023, these bookings were acknowledged by the Respondent/DDA and were stated to be confirmed.

2.1 The Petitioner relies on an e-mail dated 12.06.2023 which was addressed by the Respondent/DDA of even date acknowledging receipt of total booking charges in the sum of Rs.3,28,426/- and confirming the booking.

3. It is the contention of the Petitioner that the booking was done by the Petitioner on the Online portal of the Respondent/DDA and that the booking is subject to ***“Policy for Streamlining of the Procedure and Fee Structure for Temporary Allotment of Open Plots/Community Halls”*** of the Respondent/DDA for various functions [hereinafter referred to as “Online Policy”], which sets forth the procedure and terms of the booking.

4. The Petitioner further contends that all necessary steps in terms of the Online Policy as required by the Respondent/DDA were followed by the Petitioner. However, on 14.09.2023, upon logging into the portal of the Respondent/DDA website, the Petitioner discovered that its booking for the Open Plots was cancelled, in view of an Office Order dated 07.09.2023 issued by the Respondent/DDA [hereinafter referred to as the “Office Order of 07.09.2023”].

5. Notice was issued in this Petition and the Interim Application on 19.09.2023. This Court on that date also passed interim directions staying the Impugned Communication.



5.1 Pursuant thereto, the Respondent/DDA filed an Affidavit on 29.09.2023 contending that the booking for the Open Plots, for holding and conducting Ramleela in the year 2023 was considered in a meeting held by all stakeholders including various religious committees on 31.08.2023, which was chaired by the Hon'ble Lieutenant Governor of Delhi. On a comprehensive consideration of the matter, a decision was taken by the Hon'ble Lieutenant Governor including with respect to reduction of rates of security deposit, cleaning charges and prescribing area to be utilised for Ramleela stalls, and on booking of grounds for Ramleela festivities, which was conveyed to the Respondent/DDA. It was pursuant to such meeting, the Office Order of 07.09.2023 was issued by the Respondent/DDA.

5.2 The Office Order of 07.09.2023 also specified that the booking for grounds for Ramleela by various religious committees will be done by the Respondent/DDA as per the list provided by the Delhi Dharmik Mahasangh.

6. The Respondent/DDA filed an additional Affidavit on 13.10.2023, placing on record several documents, including a proposal of the Respondent/DDA by a letter dated 09.10.2023 offering the Petitioner an alternate plot in lieu of the cancelled Open Plots.

7. Learned Counsel appearing on behalf of the Petitioner has contended as follows:

- (i) The Online booking made by the Petitioner comprises a concluded contract between the parties in June, 2023. The Petitioner had made a payment in the sum of Rs. 3,28,426/- to complete the booking. The cancellation of the booking by the Respondent/DDA was arbitrary and contrary to the



Online Policy of the Respondent/DDA.

- (ii) The Office Order of 07.09.2023 relies on the directives issued by the Hon'ble Lieutenant Governor as per the list provided by the Delhi Dharmik Mahasangh. However, the Delhi Dharmik Mahasangh is neither a committee nor a body formulated by the Respondent/DDA under the provisions of Section 5-A and 52 of the Delhi Development Authority Act, 1957 [hereinafter referred to as the "Act"]. Thus, the Delhi Dharmik Mahasangh does not have any locus with respect to the allotment of vacant plots of land.
- (iii) Reliance was placed on the Judgment passed by the Supreme Court in *Delhi Development Authority and Anr. v Joint Action Committee and Ors.*<sup>1</sup> to submit that the Delhi Dharmik Mahasangh is not a committee under Section 5-A of the Act and therefore powers of allotment cannot be delegated to them. The delegation must be in terms of the statutory provisions and cannot have retrospective effect.
- (iv) It was contended that where there is an acceptance by the Respondent/DDA which has resulted in a concluded contract between the parties, the Respondent/DDA cannot reject or withdraw the same without following the terms and conditions and, hence, the cancellation by the Respondent/DDA was wrong and incorrect. Reliance was placed in this regard on *York Tech Pvt. Ltd. vs. Delhi*

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<sup>1</sup>(2008) 2 SCC 672



***Development Authority<sup>2</sup>.***

- (v) The Online Policy provides for a booking on a first come first serve basis. Clause 6 (xiii) is the only clause regarding cancellation provided in this Online Policy. Clause 6 (xiii) provides for a cancellation of an allotment in its terms and conditions during the contract period as follows:

*“xiii. In the event of violation of any terms & conditions by the allottee during the contract period, DDA shall have full right to cancel the agreement and the entire security amount deposited with DDA shall stand forfeited.”*

- (vi) Once a booking has been made and accepted, no cancellation can take place unless it is in accordance with the Clause 6 (xiii) which is admittedly not applicable in the case of the Petitioner since no such allegation has been made by the Respondent/DDA.

8. The Respondent/DDA has made the following submissions:

- (i) There was no contract between the Respondent/DDA and the Petitioner herein. This was only a temporary allotment. The Security deposit for the temporary allotment is refundable and the cleaning charges under the Online Policy can be waived off, if the Open Plots are returned cleaned by Petitioner(s) themselves.
- (ii) The bookings are being done strictly as per the list provided to the Respondent/DDA pursuant to the directions issued by the Office Order of 07.09.2023. The Petitioner while

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<sup>2</sup> 2022 SCC Online Del 3564



making the Online booking was required to accept the terms and conditions. Clause 15 of these terms and conditions of the Respondent/DDA reserves the right to withdraw permission under “*forced circumstances*”. Reliance is placed on the “***Terms and Conditions for Temporary Allotment of Land for Marriage, Religious/Social Function***” [hereinafter referred to as “Temporary Allotment Policy”].

- (iii) Terms and conditions for the use of the Open Plots are available on the website of the Respondent/DDA including the “*User Agreement*” and “*Changes*” to submit that the Respondent/DDA can change or modify these terms and conditions without any notice at any time. Reliance was placed by the Respondent/DDA on the following:

“*User Agreement - You (the user) can access [www.dda.gov.in](http://www.dda.gov.in) (“the site”), subject to the terms and conditions of use, as changes/updated from time to time entirely at the discretion of DDA as set out below. These are for an indefinite term and you understand and agree to be bound by such terms.*”

.....  
“*Changes - DDA reserves its right to add to or change/modify the terms of this agreement including but not limited to suspend/cancel, or discontinue any or all service at any time without notice, make modifications and alterations in any or all of the content, information and services contained on the site without prior notice. You will be deemed to have accepted such change/s if you continue to access the Site subsequent to such charges...*”

- (iv) The Respondent/DDA relies on Section 25 of the Indian Contract Act, 1872 which states that an agreement without



consideration is void except under certain circumstances. Reliance is placed on the Judgment of the Supreme Court in *John Tinson & Co. Pvt. Ltd. & Ors. v Surjeet Malhan & Anr.*<sup>3</sup> to contend that there is no concluded contract without transfer of consideration.

- (v) It is further contended that this allotment of land for holding of Ramleela festivities is a philanthropic exercise undertaken by the Respondent/DDA without any payment taken. The security charges are refundable and, in the event, that the organizers give an undertaking that they will clean the site on their own, they are not required to pay the cleaning charges, thus, there is no concluded contract between the parties.

9. Judgment in this matter was reserved on 16.10.2023. Written submissions were filed by the Petitioner on 10.10.2023. No Written submission has been filed by the Respondent/DDA.

10. The grievance of the Petitioner stems from the fact that in spite of a confirmed booking received from the Respondent/DDA more than five months ago, the Respondent/DDA arbitrarily cancelled the same pursuant to the Office Order of 07.09.2023.

10.1 The booking confirmation was based on an e-mail dated 11.06.2023 addressed by the Respondent/DDA to the Petitioner which is extracted below:

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<sup>3</sup> (1997) 9 SCC 6



**“Dear TEJ PRAKASH,**

*This is regarding your request for Online Booking of Open Space*

**Zone : EAST**

**Locality : GTB HOSPITAL**

**Address: G.T.B. Ground opp. G.T.B. Hospital**

**Area (Sq/m): 6585**

**Purpose: (C) RELIGIOUS-RECREATIONAL-Functions relating to Ramleela, Janamasthami, Dussehra, Durga Pooja & Navratras where Joyrides etc. would be permitted up to 25% of total booked area or 5000 sqm., whichever is less. -RAMLEELA –**

**Booking Request Date: 07/06/2023**

**Booked from Date: 02/10/2023**

**Booked to Date: 31/10/2023**

**--Booking Details--**

**Request ID/Challan No.: 938199**

**Password: BaGyADO**

**Booking Status: Confirmed**

**Booking Remark: BOOKING IS CONFIRMED”**

[Emphasis Supplied]

10.2 The Petitioner also relies upon the receipt issued by the Respondent/DDA acknowledging payment of booking charges in the sum of Rs. 3,28,426/- made by the Petitioner as follows:

**Open Space  
East**

| <b>Booking Area Type</b>                     | <b>GTB Hospital</b> |               |
|----------------------------------------------|---------------------|---------------|
| <b>1. G.T.B. Ground opp. G.T.B. Hospital</b> | <b>2760</b>         | <b>EZ-68C</b> |
| <b>2. G.T.B. Ground opp. G.T.B. Hospital</b> | <b>3825</b>         | <b>EZ-68B</b> |
| (i) Booking charges                          | = Rs 0              |               |
| (ii) Cleaning Charges                        | = Rs 19920          |               |
| (iii) Security Deposit                       | = Rs 304920         |               |
| (iv) CGST@9%                                 | =Rs 1793            |               |
| (v) SGST@9%                                  | =Rs 1793            |               |
| (vi) DPCC Security                           | =Rs 0               |               |

**Total Booking Charges =Rs 328426**

11. Learned Counsel for the Petitioner has contended that the Online



booking made by the Petitioner comprises a concluded contract and the cancellation thereof is not in terms of the Online Policy.

11.1 It is apposite to refer to the Online Policy of the Respondent/DDA. The Online Policy also known as the “*Policy for Streamlining of the Procedure and Fee Structure for Temporary Allotment of Open Plots/Community Halls*” of the Respondent/DDA, provides for booking of community halls and temporary allotment of land parcels including for religious purposes. The policy essentially provides for two categories: one which is free and the other subject to a charge if the area booked is more than 25,000 sq. mtrs. as follows :

- (i) Free (Open Plots)/vacant land for area up to 25,000 sq. mtrs for 1 to 45 days where booking charges are *nil* however security deposit is Rs. 24 per sq. mtrs. per day.
- (ii) Nominal (Open Plots)/vacant lands for religious purposes for area of more than 25,000 sq. mtrs. where the booking charges vary from Rs. 4 to Rs. 6 per sq. mtrs. per day.

11.2 Clause 2 of the Online Policy provides for procedure for booking, which states that it shall be done “online” and only on the website of Respondent/DDA and that payment must be made within 15 minutes of the booking. Clause 2(viii) reads as follows:

*“2(viii) Proceed for online payment. Make payment within 15 minutes positively through credit/debit card/net banking failing which the whole process will have to be redone.”*

11.3 Once the payment is made, the space will be provisionally blocked in terms of the clause 2(ix) of the Online Policy which reads as follows:



*“2(ix) After successful payment, the land/community centre will be provisionally blocked.”*

11.4 Sub clause (xiii) of Clause 2 of the Online Policy provides the procedure cancellation of booking. It states that in the event, an Applicant wishes to cancel the confirmed booking, he may do so by logging into his account and subsequently the refund will be automatically credited after deducting amount as per Online Policy. Clause 2(xiii) reads thus:

*“2(xiii) If applicant wishes to cancel the confirmed booking, he/she may do the same by logging with User ID and password and refund will be automatically credited to the applicant's account after deducting the amount as per policy.”*

11.5 Clause 4 of the Online Policy provides for cancellation charges and depending on the date of cancellation, a percentage of the booking amount is deducted at cancellation. However, it further, provides that if the intimation to cancel is received less than 15 days from the date the plot of land is booked, then 100% cancellation charges shall be levied on the Applicant, the cancellation charges are as follows:

| <b>Period of Intimation</b>                                                                                                          | <b>Cancellation charges (% of Booking amount)</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Intimation received up to 30 days or more in advance, counted backward from the 1 <sup>st</sup> day of booking                       | 20%                                               |
| Intimation received up to 15 days or more but less than 30 days in advance, counted backward from the 1 <sup>st</sup> day of booking | 50%                                               |
| Intimation received less than 15 days, counted backward from the 1 <sup>st</sup> day of booking                                      | 100%                                              |



12. The Respondent/DDA has also relied on the Temporary Allotment Policy which sets out additional terms and conditions for such bookings, including religious functions. It is contended that Clause 15 provides that the Respondent/DDA reserves the right to withdraw permission under forced circumstances as well. Clause 15 of the Temporary Allotment Policy reads as follows:

*“15. DDA also reserves the right to withdraw permission under forced circumstances without any liability or claim of damages and losses from your side.”*

[Emphasis supplied]

12.1 The Respondent/DDA has contended that the booking was cancelled on the directions issued by the Hon'ble Lieutenant Governor of Delhi on 04.09.2023, more specifically clause (iv) thereof. These directions have been enclosed with their Affidavit dated 29.09.2023 and read as follows:

*“ENG/CEDZ/0032/SEHQ/EA2B-0/0 SE(E)-DWK*

*Reference pre pages:*

*Hon'ble Lt. Governor has considered the issue at hand. The matter of booking of open spaces by the religious committees for the purpose of organising Ramlila and fee structure for the same was discussed by Hon'ble Lt. Governor with the VC, DDA on 30.08.2023 during weekly briefing. Subsequently, a meeting was held on 31.08.2023 with all the stakeholders. After deliberation, Hon'ble Lt. Governor has desired as follows:*

*i       **Security Deposit:** The rates of the Security Deposit be restricted to Rs. 20 per square meter.*

*ii       **Cleaning Charges:** Cleaning charges shall remain the same as modified in revised fee structure dated 13.07.2023 i.e. Rs 2.75 per Sqm.*

*iii       **Religious - Recreational:** The setting up of stalls, Joyrides etc. would be permitted up to 40% of total booked area. Rest of the area will be used for Ramlila purposes.*

*iv       **Bookings of ground for Ramlila purposes by various religious committees will be done by DDA as per list provided by 'Delhi***



**Dharmik Mahasangh' (Federation of such Religious Committees).**

*These directives shall apply specifically to the organization of Ramlila functions only in 2023. File is returned for doing the needful, accordingly.*

Sd/- 04.09.2023  
(Harleen Kaur)  
Spl. Secretary to Lt. Governor"

[Emphasis Supplied]

13. The following facts thus emerge:

- (i) A booking was made by the Petitioner on 07.06.2023 for the Open Plots.
- (ii) Booking charges including a security deposit and cleaning charges of Rs.3,28,426/- were paid by the Petitioner on 11.06.2023.
- (iii) Upon receipt of this payment, a confirmation of the booking for the Open Plots was sent to the Petitioner on 11.06.2023 and the payment was acknowledged on 12.06.2023 by Respondent/DDA.
- (iv) The Booking was stated to be confirmed by Respondent/DDA.
- (v) Clause 2(xiii) of the Online Policy gives an option to an Applicant (Petitioner) to cancel the booking. The Petitioner did not cancel its booking but took various steps in pursuance thereof.
- (vi) On 07.09.2023, the booking of the Petitioner was cancelled by the Respondent/DDA for the reason that the name of the Petitioner was not present in the list as provided to the



Respondent/DDA by the Delhi Dharmik Mahasangh.

- (vii) Neither the Online Policy nor the Temporary Allotment Policy cited by the Respondent/DDA mention the option of cancellation on account of the Delhi Dharmik Mahasangh List.

13.1 The Petitioner thus followed all steps as were provided for in the Online Policy and Temporary Allotment Policy of the DDA and had a legitimate expectation to enjoy the Open Spaces for the period from 02.10.2023 to 31.10.2023.

14. On an analysis of these terms and conditions, it is apparent that the booking may be “free” only if the plot is below 25,000 sq. mtrs. and not otherwise. Even for this “free” plot, charges are taken from an Applicant. The booking once confirmed is subject to a cancellation fee payable by an Applicant. If the Booking is cancelled with less than 15 days from the booked date, then the entire booking charges are forfeited/cancelled in terms of Clause 4 of the Policy.

14.1 No clause for cancellation by the Respondent/DDA is however provided for in this Online Policy.

15. The Respondent/DDA has relied on “User” terms and conditions which are reproduced in Paragraph 8(iii) above to submit that the terms and conditions can be changed at any time at the discretion of the Respondent/DDA.

15.1 A perusal of the extract filed by the Respondent/DDA along with its Affidavit dated 13.10.2023 shows that these are in relation to the “User



*Agreement*” for users of the Respondent/DDA’s website. They are the “*User*” terms and conditions of the website as per the provisions of Information Technology Act, 2000 and related provisions<sup>4</sup>, and are mandatorily required as per law. These conditions govern the use of the website <https://online.dda.org.in> alone. Therefore, the reliance by the Respondent/DDA on these terms and conditions is misconceived.

16. Another averment made is the booking is cancelled under Clause 15 of the Temporary Allotment Policy. Admittedly, the bookings have not been withdrawn by the Respondent/DDA under any “forced circumstances”. The Impugned Communication states that the booking has been cancelled in view of the Office Order of 07.09.2023 and that the name of the Petitioner does not appear in the Delhi Dharmik Mahasangh List.

17. A review of the directions of 04.09.2023, as placed on record by the Respondent/DDA make it apparent that the meeting was held for the purpose of organizing Ramleela and the fee structure of the Open Plots booking, and rates of security deposit were reduced and cleaning charges were maintained as per the revision on 13.07.2023.

17.1 There is, however, no mention in this document of the fact that in June, 2023, Respondent/DDA has already accepted and confirmed Online bookings made by religious committees for the year 2023 based on the Online Policy.

17.2 The Affidavit of the Respondent/DDA does not clarify this aspect either. It states that since the Respondent/DDA was bound to follow the

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<sup>4</sup> Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021



meeting directions of 04.09.2023 and the Office Order of 07.09.2023 passed pursuant thereto, the bookings of the Petitioner had to be cancelled.

18. However, the terms and conditions of the Online Policy provide for only one scenario for cancellation for the Respondent/DDA, which is on the basis of “*forced circumstances*” as set out in Clause 15 [reproduced in Paragraph 12 above]. Respondent/DDA has however not cited this clause or any “*forced circumstances*” in the Impugned Communication.

19. It is trite that every action taken by the State is to be supported by rationale and done in good faith. When there is a promise made by a public authority, based on which several steps have been taken by the promisee, the sudden removal or revocation of such express promise to the person without any reason and without giving any opportunity to make a representation to address its grievance, would defeat a person’s legitimate expectation. If the denial of legitimate expectation is arbitrary and unfair, it is subject to judicial review [see *Navjyoti Coop. Group Housing Society v. Union of India*<sup>5</sup>].

19.1 The Division Bench of this Court in *GNCT of Delhi & Ors. v Naresh Kumar*<sup>6</sup> has summarized the principles of legitimate expectation as follows:

*“22. After a survey of leading decisions on the point, the legal position with respect to legitimate expectation can be summarized as under:*

*I Mere reasonable or legitimate expectation of a citizen may not by itself be a distinct enforceable right, but failure to consider and give due weightage to it may render the decision arbitrary.*

**II. Legitimate expectation may arise (a) if there is an express promise given by a public authority; or (b) because of acceptance of a regular practice, a claimant can reasonably expect it to continue;**

<sup>5</sup> (1992) 4 SCC 477

<sup>6</sup> 2010 SCC OnLine Del 3942



and (c) such expectation may be reasonable.

III. For a legitimate expectation to arise, the decision of administrative authority must affect the person by depriving him of some benefit or advantage which he had in the past been permitted, by the decision maker, to enjoy and which he can legitimately expect to be permitted to continue, until some rational grounds for withdrawing it have been communicated to him.

IV. If the authority proposes to defeat a person's legitimate expectation, it should afford him an opportunity to make a representation in the matter.

V. The doctrine of legitimate expectation permits the Court to find out if the change in policy which is the cause for defeating the legitimate expectation is irrational or perverse or one which no reasonable person could have made.”

[Emphasis Supplied]

19.2 After taking bookings online and accepting payment therefrom from persons like the Petitioner in June 2023, the Respondent/DDA without any notice or following procedure for cancellation as set forth in the Online Policy, has proceeded to cancel the booking of the Petitioner. This decision of the Respondent/DDA has been made without any application of mind, in an arbitrary manner and in violation of the doctrine/principle of legitimate expectation.

20. Additionally, these actions of the Respondent/DDA have unjustly deprived the Petitioner of benefits and advantages of the Online booking Policy, without proper justification or giving the Petitioner an opportunity of being heard. In fact, the Petitioner was not even formally intimated of this decision of cancellation by the Respondent/DDA. Applying the law as enunciated above, the action of the Respondent/DDA cannot be upheld.

21. In the foregoing circumstances, the Impugned Communication cancelling the booking of the Petitioner is set aside. The Petitioner is permitted to go ahead with its booking for Ramleela function at plot no. EZ-



2023:DHC:7718



68C and EZ-68B of total 6585 sq. mtrs., both part of G.T.B. Ground, Opp. G.T.B. Hospital, Delhi for the period from 02.10.2023 to 31.10.2023.

22. Needless to add, the Petitioner shall comply with all safety norms, other applicable norms and all other requisite terms and conditions including as prescribed by Respondent/DDA.

23. The Writ Petition and all pending applications stand closed in the foregoing terms.

24. The parties will act based on a digitally signed copy of this Judgement.

**TARA VITASTA GANJU, J**

**OCTOBER 18, 2023/SA/g.joshi**