



2025:DHC:11535-DB



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IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment reserved on: 11.12.2025

Judgment pronounced on: 18.12.2025

Judgment uploaded on: 18.12.2025

+ LPA 683/2023, CM APPL. 51793/2023, CM APPL. 64181/2023
DAKSHINII DELHI DHARMIK RAMLILA SAMITI (REGD.)

.....Appellant

Through: Mr. Kunal Mittal, Mr. Rakshit
Gupta, Advs.

versus

SPORTS AUTHORITY OF INDIA (SAI) & ORS.

.....Respondents

Through: Ms. Arunima Dwivedi, CGSC with
Ms. Himanshi Singh and Ms. Priya
Khurana, Advs. for R-1 to 3.

Dr. Monika Arora, Mr. Subhrdeep
Saha, Mr. Prabhat Kumar, Ms.
Anamika Thakur and Mr. Abhinav
Verma, Advs. for R-4.

+ LPA 790/2023

SPORTS AUTHORITY OF INDIA & ORS

.....Appellants

Through: Ms. Arunima Dwivedi, CGSC with
Ms. Himanshi Singh and Ms. Priya
Khurana, Advs.

versus

SHREE RAM DHARMIK RAMLILA SAMITI REGTD & ANR.

.....Respondents

Through: Dr. Monika Arora, Mr. Subhrdeep
Saha, Mr. Prabhat Kumar, Ms.
Anamika Thakur and Mr. Abhinav
Verma, Advs. for R-1.

Mr. Kunal Mittal and Mr. Rakshit
Gupta, Advs. for R-2.

+ LPA 206/2024, CM APPL. 14699/2024, CM APPL. 14700/2024,
CM APPL. 14702/2024

SHREE RAM DHARMIK RAMLILA SAMITI (REGD)

.....Appellant

Through: Dr. Monika Arora, Mr. Subhrdeep

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Saha, Mr. Prabhat Kumar, Ms. Anamika Thakur and Mr. Abhinav Verma, Advs.

versus

SPORTS AUTHORITY OF INDIA AND ORS.Respondents

Through: Ms. Arunima Dwivedi, CGSC with Ms. Himanshi Singh and Ms. Priya Khurana, Advs. for R-1 to 3.

Mr. Kunal Mittal and Mr. Rakshit Gupta, Advs. for R-4.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

ANIL KSHETARPAL, J.

1. The present batch of Letters Patent Appeals assail the correctness of the Judgment dated 04.10.2023 [hereinafter referred to as 'Impugned Judgment'] passed by the learned Single Judge in W.P.(C) 10690/2023 captioned *Dakshinii Delhi Dharmik Ramlila Samiti (Regd.) Through Its President v. Sports Authority Of India (SAI) & Ors.*

2. LPA No.683/2023 has been preferred by the Dakshinii Delhi Dharmik Ramlila Samiti (Regd.) [hereinafter referred to as 'DDDRS'], the Petitioner in W.P.(C) 10690/2023. LPA No.206/2024 has been filed by Shree Ram Dharmik Ramlila Samiti (Regd) [hereinafter referred to as 'SRDRS'], which was arrayed as Respondent No.4 in the said writ petition. LPA 790/2023 has been instituted by the Sports Authority of India ('SAI'), Respondent No.1 in the said writ petition.

3. With the consent of learned counsel for the parties, the present Appeals shall stand disposed of by a common judgment.

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4. In order to comprehend the issues involved in the present case, relevant facts, in brief, are required to be noticed.

5. The present dispute pertains to the booking of a venue for the staging of *Ramlila* performances for a period of 22 days, i.e., from 05.10.2023 to 27.10.2023, at the Open Space near Gate No. 2 Parking Area, Jawahar Lal Nehru Stadium, Lodhi Road, New Delhi [hereinafter referred to as 'the venue'], at the prevalent and applicable tariffs as mentioned on the website of the SAI.

6. The Jawahar Lal Nehru Stadium [hereinafter referred to as 'JLN Stadium'], situated on Lodhi Road, New Delhi, is managed by SAI. An open space adjacent to the JLN Stadium is customarily used for cultural events. In the present case, both DDDRS and SRDRS sought permission to host *Ramlila* and *Dussehra Mela* celebrations in the South Delhi region, thereby giving rise to the dispute.

7. DDDRS claims that it has been organising *Ramlila* year after year at the venue. It is stated that, *vide* letter dated 05.01.2023, followed by an email dated 09.01.2023 to SAI and its officials, a request was made for booking of the venue for a period of 22 days from 05.10.2023 to 27.10.2023. However, *vide* letter dated 13.02.2023, DDDRS was informed that the booking was required to be made through the online portal 120 days prior to 05.10.2023. It is further stated that when DDDRS attempted to book the venue through the online portal, it came to know that SRDRS had already booked the venue for a period of 43 days from 18.09.2023 to 30.10.2023 on a nominal payment of Rs.11,800/-, as against the actual rental charges of Rs.2,25,000/- plus GST, for a single day.

8. Thereafter, DDDRS submitted a representation dated 16.06.2023 to

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SAI alleging arbitrariness in the grant of provisional booking in favour of SRDRS and expressing its willingness to book the venue for 22 days at the applicable tariffs. Upon receiving no response, DDDRS again approached SAI on 08.08.2023 and was informed that the provisional booking had been confirmed in favour of SRDRS for 23 days, i.e., from 05.10.2023 to 28.10.2023, which coincided with the dates sought by DDDRS.

9. Aggrieved by the same, DDDRS filed W.P.(C) No. 10690/2023 seeking directions to the SAI and its officials to book the venue for it and to set aside the booking in favour of SRDRS. The said writ petition was disposed of by the learned Single Judge, *vide* the Impugned Judgment, directing SAI and its officials not to provide any discount to SRDRS and to recover from SRDRS the amount of Rs.2,25,000/- plus GST at the rate of 18%, along with the prescribed security amount. Pursuant thereto, the said amount has already been deposited.

10. Since SRDRS had already conducted *Ramlila*, the first prayer of DDDRS was rendered infructuous. The only issue that remains is whether SRDRS is entitled to a refund of the amount deposited.

11. From the pleadings of the parties, the following facts come to the notice of the Court:

i. Learned counsel for SRDRS submits that it booked the venue, on 19.06.2023, provisionally for a period of 34 days from 26.09.2023 to 30.10.2023, as it was expecting the Hon'ble Prime Minister to attend the *Ramlila*. Thereafter, *vide* communication dated 04.08.2023, SRDRS sought a grant of concession, as was being extended to DDDRS. The said request was placed before the Competent Authority, namely, the

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Secretary, Ministry of Youth Affairs and Sports, New Delhi, and was allowed. However, since the Competent Authority was reluctant to grant a concession for the entire period of 34 days, SRDRS, *vide* communication dated 03.07.2023, reduced the booking period to 24 days, i.e., from 04.10.2023 to 29.10.2023. It is, therefore, contended that the power under Clause 34(a) of the Memorandum of Association of SAI [hereinafter referred to as 'Clause 34(a)'] was exercised in accordance with law and past practice, and consequently, the direction of the learned Single Judge to recover rent at the rate of Rs. 2,25,000/- plus GST is illegal.

ii. *Per contra*, learned counsel for DDDRS submits that SAI and its officials colluded with SRDRS by initially booking the venue on 26.05.2023 for a period of 34 days and thereafter curtailing the booking period to 24 days.

iii. Learned counsel for SAI submits that the booking process was conducted in a fair and transparent manner and that the Competent Authority rightly exercised its powers under Clause 34(a). It is, therefore, contended that the direction issued by the learned Single Judge is erroneous.

12. Heard learned counsel for the parties and with their able assistance, perused the paperbook.

13. It is pertinent to note here that if the booking is for a period of more than 15 days, then the concessional tariff rate for non-sporting events at the venue is Rs.1,50,000/- plus GST at the rate of 18%, in addition to the prescribed security deposit and energy charges as per actual consumption. The relevant part of the brochure containing the tariff rates is extracted as

under:

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**SPORTS AUTHORITY OF INDIA****Norms & Tariff for Non-Sports booking at SAI Stadia, Delhi****At Jawaharlal Nehru Stadium**

Sl. No.	Location/Space	Tariff with facilities (In Rupees)
1.	Main Arena	Main arena and warm-up area not be given for booking of any non-sports event.
2.	Warm-up Area	
3.	Open space near Gate No.2 (approx. area 19000 sq.mtr.)	- Rental charges of Rs.2,25,000/- per day upto 5 days - Booking includes 2 rooms, banners, Live TV coverage, stalls / catering points. - Parking charges extra if space available - Electricity on actual consumption
	Concessional Offers on Package deal	- For booking more than 5 to 10 days – rent of Rs.2,00,000/- per day - For booking more than 10 days upto 15 days – rent of Rs.1,75,000/- per day - For booking more than 15 days – rent of Rs.1,50,000/- per day. - Booking includes 2 rooms, banners, Live TV coverage, stalls / catering points. Note: The package shall not include the following: - Parking charges extra if space available - Electricity charges on actual consumption
4.	Open space near Gate No. 6 (approx area 4000 sq.mtr.)	- Rental charges of Rs. 75,000/- per day - Booking includes 2 rooms, parking, Banners, Live TV coverage, stalls. - Electricity on actual consumption
	Concessional Offers on Package deal	- For booking more than 3 days upto 5 days – rent of Rs.65,000/- per day - For booking more than 5 days upto 10 days – rent of Rs.55,000/- per day - For booking more than 10 days – rent of Rs. 45,000/- per day. - Booking includes 2 rooms, parking, Banners, Live TV coverage, stalls. Note: The package shall not include the following: - Parking charges extra if space is available - Electricity charges on actual consumption
5.	Open space near Gate No.7 to 9 (approx area 6000 sq.mtr.)	- Rental charges of Rs. 50,000/- per day - Booking includes 2 rooms, parking, Banners, Live TV coverage, stalls - Electricity on actual consumption
	Concessional Offers on Package deal	- For booking more than 3 days upto 5 days – rent of Rs. 45,000/- per day - For booking more than 5 days upto 10 days – rent of Rs.40,000/- per day - For booking more than 10 days – rent of Rs. 35,000/- per day. - Booking includes 2 rooms, parking, Banners, Live TV coverage, stalls. Note: The package shall not include the following: - Parking charges extra if space available - Electricity charges on actual consumption

रचना गोविल / RACHANA GOVIL
 कार्यकारी निदेशक (स्टेडियम) / Executive Director (Stadia)
 भारतीय खेल प्राधिकरण / Sports Authority of India
 जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार)
 Jawaharlal Nehru Stadium Complex (East Gate)
 लोदी रोड, नई दिल्ली-110002 / Lodhi Road, New Delhi-110002

T.C. 2

14. Further, it is also apposite to refer to Clause 34(a), which reads as under:

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“34. (a) The Governing Body shall exercise all administrative and financial powers of the Society including those vested in or conferred on it by under any statute subject nevertheless in respect of expenditure of such limitation as the Govt. of India may from time to time, impose.”

15. It is evident that there exists no specific power for the grant of any discount or concession for non-sporting events. Further, in the present case, it is alleged that SRDRS deprived DDDRS by abusing the online booking process in connivance with the officials of SAI. As per the information available, the venue can be booked through the online portal only 120 days prior to the date of the event. Since DDDRS intended to book the venue from 05.10.2023, it could access the online portal only 120 days prior thereto. However, SRDRS had already booked the venue on 16.06.2023 for a period of 34 days, which was permitted to be modified and reduced to a period of 24 days.

16. Furthermore, it is well settled that every action of the State must be informed by fairness, reasonableness and non-arbitrariness. Any exercise of power by a public authority is required to rest on a rational basis and be supported by cogent and discernible reasons, and cannot be guided by caprice or individual predilections. State actions, therefore, must conform to the standards of fair play and equality, and that discretion, where conferred, is exercised in a transparent and principled manner consistent with constitutional ethos.

17. Herein, it is evident that there is a divergence in the stands of the parties. It is an admitted position that SRDRS, after initially booking the venue for 34 days, sought a grant of concession and thereafter requested a reduction of the booking period from 34 days to 24 days. As a consequence, any attempt by DDDRS to book the venue stood effectively

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blocked. Once the initial booking was sought to be altered, DDDRS ought to have been afforded an opportunity, and SRDRS ought to have been required to apply afresh for the booking of the venue. The conduct of the officials of SAI, in this regard, does not reflect fairness towards DDDRS.

18. Additionally, prior to granting a concession to SRDRS, an opportunity ought to have been granted to DDDRS to book the venue at the rate of Rs.2,25,000/- plus GST. Thus, SAI and its officials failed to act fairly in granting a concession in the absence of any enabling power and in the process, deprived DDDRS of an opportunity to book the venue. Further, the amount has already been deposited by SRDRS.

19. Keeping in view of the aforesaid, this Court does not find it appropriate to interfere with the Impugned Judgment.

20. Hence, finding no merit, the present Appeals are dismissed. All the pending applications shall stand closed.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.

DECEMBER 18, 2025

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