



2026:DHC:1494



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Judgment pronounced on: 20.02.2026+ W.P.(C) 14421/2022 and CM APPLs.2918/2023, 27873/2025, 40473/2025

RAVI PRAKASH MEHROTRA

..... Petitioner

Through: Mr. Ankit Agarwal, Mr. Apoorv
Srivastava and Mr. Koustabh Desai,
Advocates.

versus

DELHI DEVELOPMENT AUTHORITY THROUGH THE VICE
CHAIRMAN & ANR. RespondentsThrough: Mr. Tushar Sannu, Ms. Pulak Gupta,
Mr. Parvin Bansal and Ms. Aqsa,
Advocates for DDA.Mr. Amit Gupta, SPC along with
Mr. Vidur Dwivedi, Mr. Atik Gill and
Mr. Karan Rawal, Advocates for
UOI.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****JUDGMENT**

1. The present petition has been filed by the petitioner, who is an Advocate, seeking appropriate directions against the respondents, to clear his outstanding professional fee bills. The prayers, as framed in the present petition, are as under:-

“a. issue an appropriate writ, order or direction in the nature of MANDAMUS, directing Respondent nos. 1 and 2 to settle the outstanding professional fee bills of the Petitioner, forthwith, and to compensate him with grant of interest for the inordinate delay and harassment caused;

b. pass any other order as this Hon'ble Court may deem fit and proper in the interest of equity, justice and fair play and in the facts and circumstances of the case.”



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2. It is submitted that the petitioner was engaged as Special Counsel on 15.10.2013 by the Ministry of Urban Development (now Ministry of Housing and Urban Affairs) to represent the said Ministry as well as the Delhi Development Authority (DDA) before the National Green Tribunal ('NGT') in O.A. No. 300/2013 titled as "***Manoj Kumar Misra & Another v. Union of India & Others***". The engagement letter dated 15.10.2013 is in the following terms:-

Dated the 15th October, 2013

The Vice-Chairman,
DDA, Vikas Sadan,
INA, New Delhi.

Sub: M.A. No. 877 of 2013 in Application No. 300 of 2013 Manoj Kumar Misra & ANR. V/S Union of India.

A case has been filed with the above mentioned title in the NGT Delhi. Ministry of Urban Development, DDA, UTIPEC are Respondent No. 2, 4 and 7 respectively. Keeping in view the implication of the petition, it has been decided that Shri Ravi P. Mehrotra, Advocate Supreme Court will represent MOUD and DDA in the above mentioned case so that there is a uniformity in the views/affidavit/arguments made in the NGT in this case.

2. The payment of fees of Shri Mehrotra will be borne by DDA on behalf of MOUD. The details of which shall be informed later. Vakalatnama to be signed by the Competent Officer of DDA is enclosed.
3. You are directed to sign the enclosed Vakalatnama and send it to the Advocate at his address (E-50, Greater Kailash Enclave-1, New Delhi – 48).
4. This issues with the approval of the Competent Authority.

Yours faithfully


(Abhijit Bakshi)
Dy. Secretary (DD)



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3. The aforesaid communication clearly records the “decision” to engage the petitioner to represent the concerned Ministry and the DDA in the aforesaid case before the NGT. The engagement letter also encloses the *vakalatanama* that was to be signed by the Competent Authority of the DDA. The engagement letter further records that the fees of the petitioner would be borne by the DDA.

4. Thereafter, an email dated 15.10.2013 was addressed by the DDA to the petitioner. The same reads as follows:-

MA No. 877 of 2013 in O.A. No. 300/2013 titled Manoj Kumar Misra & another Vs UOI and others

From: **MONITORING CELL 2 DDA** (monitoringcell2dda@gmail.com)
Sent: 15 October 2013 13:49PM
To: ravi.p.m@hotmail.com
Cc: jlohousing jlo (cladda2009@gmail.com); vcdda (vcdda@dda.org.in)

Mr. Ravi P. Mehrotra, Advocate
100, Lawyers Chambers Supreme Court
New Delhi-110001

Sir,

Subject:-MA No. 877 of 2013 in O.A. No. 300/2013 titled Manoj Kumar Misra & another Vs UOI and others

I am directed to inform you that the DDA proposes to engage you in the aforesaid matter on behalf of MOUD and DDA. The matter was discussed with you by Mr. Anil Kumar Sharma, Acting Chief Legal Advisor on 15-10-2013.

You're requested to kindly convey your terms and conditions of payment of professional fee so that the same can be placed before the competent authority for financial approval before forwarding you the power of attorney in the matter.

Regards

Ajay Kumar Gupta
Law Officer
Monitoring Cell 2



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5. The aforesaid email was responded to by the petitioner in the following terms:-

**RE: MA No. 877 of 2013 in O.A. No. 300/2013 titled
Manoj Kumar Misra & another Vs UOI and others**

From: **Ravi P. Mehrotra** (ravi.p.m@hotmail.com) ✉
Sent: 15 October 2013 15:51PM
To: MONITORING CELL 2 DDA (monitoringcell2dda@gmail.com)
Cc: Ravi P. Mehrotra (ravi.p.m@hotmail.com)

New Delhi
15.10.2013

The Chief Legal Advisor
Delhi Development Authority
New Delhi

Sub: O.A. no. 300/13 Manoj Kumar Misra & another v. UOI & others
in the National Green Tribunal, New Delhi
Terms of Engagement in the case on behalf of MoUD & DDA

Dear Sir,

This bears reference to my telephonic talk with Sri Anil Kumar Sharma in respect of the subject case. The following would be my scale of professional fee/charges to conduct the case and appear on behalf of MoUD & DDA:

1. Professional fee (per appearance) including conference(s)/clerkage Rs. 1,50,000
2. Professional fee for drafting affidavit/application/reply etc. on behalf of MoUD/DDA (including conference(s)/briefing etc.) Rs. 55,000
3. Misc. expenses (actual) towards preparation/filing of affidavits etc. to be billed separately.

Approval of the same may kindly be communicated to me.

Thanking you,

Yours sincerely,

Ravi P. Mehrotra
Advocate, Supreme Court of India
Chambers:
1001 Enclave/Chambers

6. The petitioner has placed on record a note-sheet which purportedly records the approval of the fees sought by the petitioner. The relevant extract



of the said note-sheet, including the hand-written portion thereon whereby the fees of the petitioner are stated to have been approved, is reproduced as under:-

Manoj Mishra has filed an Application No- 300/2013 before the National Green Tribunal, Principal Bench New Delhi, and has made parties to Union of India & Others. In this case Delhi Development Authority is respondent no -4. Through this application Mr. Mishra has raised substantial questions relating to the environment and also involves the prayer for restitution of the storm water drain/s and removal of any encroachment done over the storm water drain/s and a prayer for refraining from any such land conversion in future having an adverse effect on the ecology of the area.

The subject matter of the present application is

(a) the ongoing encroachment and conversion of the Kushak Drain in south delhi for conversion into parking and road cum parking space and

(b) a recent public notice published for conversion of land use of the Shahdara link drain from utility to commercial and proposed construction of a commercial under taking in the form and nature of 'Delhi Haat' a commercial shopping complex over and above the drain.

This case was entrusted to Mr. Sangram Patnaik on 9/10/2013 and he attended the matter on 11/10/2013 on behalf of DDA. The National Green Tribunal after hearing the parties directed to file reply within two weeks and adjourned the matter for 21/10/2013.

Office of Secy. to Govt. of NCT of Delhi
Secy. to Govt. of NCT of Delhi
Date: 18/10/13

Now this office has received a letter dt. 15/10/2013 of Dy. C.L.A.-I, which is placed opposite. From the perusal of the letter it appears that Mr. Ravi P. Mehrotra, Advocate has submitted his scale of professional fee/ charges to conduct the case and to appear on behalf of MOUD & DDA. Dy. C.L.A.-I negotiated professional and drafting fee with Mr. Ravi P. Mehrotra, but Mr. Mehrotra did not agree to reduce professional fee for appearance though he agreed to reduce drafting fee from Rs.55,000/- to Rs.50,000/- per affidavit.

In view of the above submitted for financeable approval please.]

SLO(Eng) on leave
DY.CLA(I)

For SLO Sanjay Kumar
SLO/Eng 18/10/13

Manoj Mishra has filed an application before the National Green Tribunal, Principal Bench New Delhi, and has made parties to Union of India & Others. In this case Delhi Development Authority is respondent no -4. Through this application Mr. Mishra has raised substantial questions relating to the environment and also involves the prayer for restitution of the storm water drain/s and removal of any encroachment done over the storm water drain/s and a prayer for refraining from any such land conversion in future having an adverse effect on the ecology of the area.

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Digitally signed by Rohit Kumar Patel
Signing Date: 20.02.2026 20:54:53

Digitally signed by Rohit Kumar Patel
Signing Date: 20.02.2026 20:54:53

7. It is further submitted that on 29.01.2016, the petitioner was further engaged in connection with M.A. No.1346/2015 filed in O.A. No.300/2013.



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The relevant noting with regard thereto, as placed on record by the petitioner, is as under:-

RECEIVED POSTAL ACT

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI

APPLICATION NO. 300 OF 2013
(M.A. NO. 1346 OF 2015)

MANDI MISHRA
VS
UNION OF INDIA & ORS.

To,

1. MANOJ KUMAR MISRA
Convener, Yamuna Jyoti Adhyam,
176-F, Pocket-4,
Mayapuri Vihar, Phase-I,
Delhi-110092
2. MRS. MADHU BHADURI
A-12, IFS Apartment,
Mayapuri Vihar Phase-I,
Delhi-110092
3. UNION OF INDIA
Through the Secretary,
Ministry of Environment and Forests,
Parvati Bhawan, CGO Complex,
Lodhi Road, New Delhi-110003
4. MINISTRY OF URBAN DEVELOPMENT
Through the Secretary,
Nirman Bhawan, Moolana Azad Road,
New Delhi-110008
5. NCT OF DELHI
Through the Chief Secretary,
Delhi Secretariat, IP Estate,
New Delhi-110002
6. DELHI DEVELOPMENT AUTHORITY
Through its Chairman,
Vikas Bhawan, New Delhi-110002
7. SOUTH DELHI MUNICIPAL CORPORATION
Through its Commissioner,
Civil Centre, Near Mirza Road,
New Delhi-110002
8. DELHI TOURISM AND TRANSPORTATION CORPORATION
18-A, D.D.A. SCO Complex,
Gurgaon Colony, New Delhi-24
9. UNIFIED TRAFFIC AND TRANSPORTATION
Infrastructure (Planning & Engineering Centre),
2nd Floor, Vikas Mitta,
New Delhi-110002
10. DEPARTMENT OF IRRIGATION AND FLOOD CONTROL
Government of National Capital Territory of Delhi,
Nandlal Janggi, Gopal Puri, Dr. Mukherjee Nagar,
Mukherjee Nagar, New Delhi-110002
11. DELHI URBAN ART COMMISSION, DUAC
Indira Habitat Centre, Lodhi Road,
New Delhi-110004

961
25/1/16

CLA

1/6

Signature Not Verified

Digitally Signed by: ROHIT
KUMAR PATEL
Signing Date: 20.02.2026
20:54:53

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The -2014 successful Case No. App-1300/2013
vide File No. NGT/Engg. (14619)12/2 has
been sent to SLO/Engg. on dt. 16.11.16
and entrusted to P/L Ravi P. Mehrotra.

AO/Engg. 28/11/16
SLO/Engg.
28/11/16

27/11/16
28/11/16

There is notice by
NGT for dt. 5.2.16.
May pl. see

Sr. L.O. (Engg.) 29/11/16
Ravi P. Mehrotra 11/12/16
SLO (Engg.)

8. On 11.11.2016, the DDA issued a communication informing the petitioner that his services were no longer required in the aforesaid matters, and thereby, the petitioner was formally disengaged from O.A. No.300/2013 and M.A. No.1346/2015. The said letter reads as under:-

DELHI DEVELOPMENT AUTHORITY
OFFICE OF SENIOR LAW OFFICER (FEE BILL SECTION)
At B-615, B-Block, 66th Floor, Vikas Sadan, INA, New Delhi-110023

DDA No-126/SLO/Fee Bill

Dated: 11th Nov. 2016

To,

Sh. Ravi P. Mehrotra,
(Advocate)
At- E-50, G. K. Enclave-I,
New Delhi-110048.

through
Email.

Email- RAVI.P.M@HOTMAIL.COM

Sub: Regarding NGT cases i.e. O.A. No. 300/2013 titled as Manoj Kumar Mishra & Another -Vs- UOI & Others, M.A. No. 1346/15 in the O.A. No. 300/2013 filed by Maharani Bagn Coop. Housing Society.

Sir,

I am directed to inform you that you are no longer required to attend/appear in the NGT cases i.e. O.A. No. 300/2013 titled as Manoj Kumar Mishra & Another - Vs- UOI & Others and M.A. No. 1346/15 in the O.A. No. 300/2013 filed by Maharani Bagn Coop. Housing Society, as the aforesaid cases had already been entrusted to Mr. Rajiv Bansal [Sr. Standing counsel] & Mr. Kish Sharma (Panel Lawyer).

You are, therefore, requested not to attend/appear in the aforesaid NGT cases with immediate effect & return all files related to above mentioned O.A. No. 300/2013 & M.A. No. 1346/15 please.

(Vinod Kumar)
SLO (Fee Bill Section), DDA

Signature Not Verified

Digitally Signed By: ROHIT
KUMAR PATIL
Signing Date: 20.02.2026
20:54:53

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9. It is the case of the petitioner that while DDA paid the petitioner for his appearances from 21.10.2013 to 25.01.2016, it failed to clear the petitioner's professional fee for 34 appearances in O.A. No.300/2013 between 02.02.2016 and 17.10.2016; and for 10 appearances in M.A. No.1346/2015 from 21.03.2016 till the disposal of the matter on 26.07.2016. The outstanding fees of the petitioner was communicated by the petitioner to the DDA *vide* communication dated 28.11.2016 which is as follows:

To,
Mr. Vinod Kumar,
SLO (Fee Bill Section),
Delhi Development Authority,
New Delhi.

URGENT / COURT CASE

Sub: In the National Green Tribunal, New Delhi
O.A. no. 300/13
Manoj Kumar Misra & anr. v. Union of India & ors.
M.A. no. 1346/15 in O.A. no. 300/13
Application by Maharani Bagh Coop. Housing Society

Dear Sir,

Kindly refer to your letter Dy. No. 126/SLO/Fee Bill dated 11.11.2016 in respect of the subject cases in the National Green Tribunal, New Delhi.

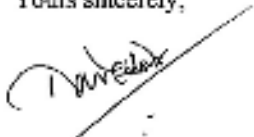
By the said letter dated 11.11.2016, you have informed that I am no longer required to attend/appear in the said case nos. O.A. no. 300/13 & M.A. no. 1346/15 in O.A. no. 300/13, with immediate effect.

As such, as instructed in the said letter dated 11.11.2016, I have not been appearing in O.A. no. 300/13 & M.A. no. 1346/15 since 11.11.2016.

It is requested that payment of all my professional bills till 11.11.2016 in both the said cases may kindly be done at the earliest.

Thanking you,

Yours sincerely,


(RAVI P. MEHROTRA)



10. The details of the outstanding fee bills, as on the said date/s, which are stated to be pending, are as under:-

OUTSTANDING BILLS OF MR. RAVI PRAKASH MEHROTRA

O.A. 300/13

No.	Date of Appearance	Payment Status
1.	03.03.2016	Pending
2.	09.03.2016	Pending
3.	22.02.2016	Pending
4.	10.03.2016	Pending
5.	16.03.2016	Pending
6.	21.03.2016	Pending
7.	30.03.2016	Pending
8.	31.03.2016	Pending
9.	01.04.2016	Pending
10.	04.04.2016	Pending
11.	06.04.2016	Pending
12.	08.04.2016	Pending
13.	19.04.2016	Pending
14.	02.05.2016	Pending
15.	03.05.2016	Pending
16.	09.05.2016	Pending
17.	18.05.2016	Pending
18.	24.05.2016	Pending
19.	30.05.2016	Pending
20.	31.05.2016	Pending
21.	03.06.2016	Pending
22.	06.06.2016	Pending
23.	07.06.2016	Pending
24.	08.07.2016	Pending
25.	11.07.2016	Pending
26.	12.07.2016	Pending
27.	19.07.2016	Pending
28.	27.07.2016	Pending
29.	01.08.2016	Pending
30.	03.08.2016	Pending
31.	04.08.2016	Pending
32.	05.08.2016	Pending
33.	19.08.2016	Pending
34.	17.10.2016	Pending

I.A. 1346/15 IN O.A. 300/13

No.	Date of Appearance	Payment Status
1.	21.03.2016	Pending
2.	04.04.2016	Pending
3.	25.04.2016	Pending
4.	10.05.2016	Pending
5.	19.05.2016	Pending
6.	24.05.2016	Pending
7.	30.05.2016	Pending
8.	31.05.2016	Pending
9.	06.07.2016	Pending
10.	26.07.2016	Pending

11. Thereafter, protracted correspondence took place between the petitioner and the DDA for payment of the outstanding fee bills. However, the issue remained unresolved despite the petitioner escalating the matter to the Vice-Chairman, DDA. The petitioner is also stated to have approached the concerned Ministry on 14.08.2020 seeking necessary intervention; however, to no avail.



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12. Certain documents/clarifications were sought by the DDA from the petitioner, which are stated to have been duly provided; however, the same did not result in a resolution of the matter. It is submitted that during the exchange of correspondence, no dispute regarding the fee structure was ever raised.

13. Having exhausted all channels and having engaged with several officers of the concerned Ministry and the DDA over a long period, the petitioner finally issued a legal notice on 18.04.2022 to the Vice-Chairman, DDA and the Secretary, Ministry of Housing and Urban Affairs, calling upon them to settle his dues within a period of seven days. However, the same elicited no response. Consequently, the petitioner filed the present petition.

14. *Vide* order dated 11.01.2024, this Court referred the parties to mediation. The mediation proceedings are stated to have taken place on 21 dates between 19.02.2024 and 13.08.2024. However, no amicable resolution was arrived at.

15. In the above conspectus, it is submitted on behalf of the petitioner that there is no dispute as regards the terms of engagement or the quantum/rate at which the fee is payable to the petitioner, nor as regards the number of appearances.

16. In the circumstances, it is sought that appropriate directions be issued for payment of the outstanding amount to the petitioner, together with interest.

17. The contentions of the petitioner are vehemently opposed on behalf of the DDA.

18. It is submitted on behalf of the DDA that the engagement letter that



came to be issued to the petitioner on 15.10.2013 did not set out the terms of engagement. On the contrary, it stated that the terms of the engagement would be informed later.

19. It is submitted that the petitioner, *vide* his email dated 15.10.2013, himself sought “approval” of his rates, which is indicative of the fact that no acceptance thereof could be presumed by the petitioner.

20. It is submitted that since there was no agreement between the parties as regards the terms of engagement, no contract came into existence between the parties inasmuch as the rates proposed by the petitioner were never accepted.

21. It is emphasized by the learned counsel appearing for DDA that the present petition is, in essence, a claim for recovery of alleged unpaid professional fees, for which the appropriate remedy is to file a civil suit, particularly in view of the underlying factual disputes.

22. It is submitted that the present petition under Article 226 of the Constitution of India is not maintainable, given that disputes exist as regards entitlement, quantum, authorization or correctness of the bills. In this regard, reliance is placed on the following judgments:-

- a) ***Improvement Trust, Ropar (through its Chairman) v. S. Tejinder Singh Gujral and Others***, 1995 SUPP (4) SCC 577;
- b) ***New India Assurance Co. Ltd. v. A.K. Saxena***, (2004) 1 SCC 117;
- c) ***Vijay Kumar Shukla v. State of U.P. & Ors.***, Writ Petition(s) (Civil) No(s). 217/2018;
- d) ***Bareilly Development Authority and Another v. Ajai Pal Singh and Others***, (1989) 2 SCC 116; 1989 SCC OnLine SC 104 at page 126;
- e) ***Sada Nand Shukla, Advocate v. State Of U.P. And Another***, Writ-C



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No.-62715 of 2010 dated April 27, 2015;

- f) ***Ram Chandra Prasad v. Food Corporation of India & Ors.***, 2006 SCC OnLine Cal 148;
- g) ***Prasant Kumar Khuntia v. Union of India & Anr.***, 2008 SCC OnLine Ori 57 : AIR 2009 Ori 71;
- h) ***M/s. Central Coalfields Limited & Ors. v. Anil Kumar Lal***, 2013 SCC OnLine Jhar 188 : (2013) 1 JLJR 468 (HC); and
- i) ***K.N Mishra v. State Of U.P & Ors.***, 2006 SCC OnLine All 334.

23. It is further submitted on behalf of the DDA that a sum of Rs.1.81 crores already stand paid by the DDA to the petitioner in respect of the appearances of the petitioner in O.A. No.300/2013 and O.A. No.89/2013. It is contended that the DDA has already paid excess amount to the petitioner.

24. Attention is drawn to the fact that the Ministry of Housing and Urban Affairs issued a clarification dated 15.03.2021 directing that the petitioner's fees be regulated strictly in accordance with the relevant Government of India Office Memorandum, including the Office Memorandum dated 01.10.2015.

25. It is submitted that *vide* DDA's communication dated 31.10.2022 addressed to the petitioner, it was recorded that the total amount already released to the petitioner exceeds the amount admissible in terms of the aforesaid Office Memorandum and the petitioner was accordingly asked to refund the excess fees.

26. It is emphasized that the petitioner has not produced any document granting him a fee structure different from or higher than the Government prescribed rates.

27. It is further submitted that duplicate bills were submitted by the



petitioner for the same dates of hearing. In this regard, it has been stated in the written submissions filed on behalf of the DDA as under:-

“DUPLICATE BILLING FOR THE SAME DATES—O.A. 300/2013 & M.A. 1346/2015, RS 3 LAC PER HEARING CLAIMED FOR OA AS WELL FOR MA.

23. The Petitioner’s own “pending bills” list shows multiple dates billed twice— once under O.A. No. 300/2013 and again under M.A. No. 1346/2015— although both matters were listed together before the NGT. The Ministry’s 2021 clarification states that no separate fee is payable for OA and MA when heard together. Despite this, the Petitioner claims Rs. 1,50,000/- under each, totalling Rs. 3,00,000/- for a single hearing date.

24. Duplicated Billing Table (Extract from Petitioner’s Record):

Date of Hearing in which claim was made for OA hearing as well as claim for MA in that OA hearing (Rs 1.5 Lac per hearing)
21.03.2016
04.04.2016
18.05.2016
24.05.2016
30.05.2016
31.05.2016

„

28. It is further contended that the present petition is time-barred and ought not to be entertained.

29. Notably, it is also sought to be urged that the petitioner was never engaged in connection with O.A. No.300/2013 and M.A. No.1346/2015 filed in O.A. No.300/2013 and that his engagement was, instead, confined to M.A. No. 877/2013.

FINDINGS

I. ENGAGEMENT OF THE PETITIONER

30. A perusal of the record leaves no manner of doubt that the petitioner duly represented the DDA and the Ministry of Housing and Urban Affairs in connection with O.A. No.300/2013. The same is evident from a perusal of





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32. The vakalatnama issued by the DDA in favour of the petitioner is as under:-

DELHI DEVELOPMENT AUTHORITY

DDA/Pres

POWER OF ATTORNEY

IN THIS COURT OF.....

O. A. No. 321 of 2013

In re :- Mansing Kumar Mishra P.H/App./Petitioner/Complainant

VERSUS

Union of India P. O. D. of Resd.

KNOW ALL to Whom these presents shall come that I/we, Ashok Kumar Director (C&E) Delhi Development Authority on behalf of Delhi Development Authority the above named, do hereby appoint

hereinafter called the Advocate(s) to be my/our Advocate(s) in the above noted case and authorize him/them -

To act, appear and plead in the above noted case in this Court or in any other Court the same may be tried or heard and also in the appellate Courts.

To sign, file, verify and present pleading, replications, appeals for executions, revision, restoration, withdrawal, compromise or other written statements, affidavits or other documents as may be deemed prosecution of the case in all its stages.

To file and take back documents and also withdraw unspent disbursements that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, draw and receive money cheques, and grant receipts therefor and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner authorising him to exercise the Powers and authorities hereby conferred unto the Advocates whenever they think fit to do so and to sign the power of attorney on my/our behalf.

And I/we the undersigned do hereby agree to ratify and confirm to acts done by the Advocates of their substitutes in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/we undertake that I/we or my duly authorized agent would appear in the court on all hearings and will inform the Advocates for appearance, when the case is called.

And I/we undersigned to hereby agree to hold the Advocate or their substitutes responsible for the result of the said case in consequence of their absence from the Court when the said case is called up for hearing, or for any negligence of the said Advocates or their substitutes.

And I/we the undersigned do hereby agree that in the event of the whole or any part of the fee agreed by me/us to be paid to the Advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid up.

IN WITNESS WHEREOF I/we do hereunto set my/our hand to these presents the contents of which have been understood by me/us this 18 day of December 2013.

Accepted, P. D. A.
Advocate(s)

ASHOK K. MISHRA
DIRECTOR (C&E)
DELHI DEVELOPMENT AUTHORITY
Vikas Sadan, New Delhi-110022

(D. D. A.)
Mob. 9810124642

ASHOK K. MISHRA
DIRECTOR (C&E)
DELHI DEVELOPMENT AUTHORITY

सही प्रति
True Copy

Signature Not Verified

Digitally Signed By: ROHIT
KUMAR PATIL
Signing Date: 20.02.2026
20:54:53

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33. The contention of the respondents that the petitioner was engaged only in connection with certain miscellaneous application, *inter-alia*, M.A. No.877/2013 and not in connection with O.A. No.300/2013, cannot be countenanced upon a perusal of the aforesaid *vakalatanamas*.

34. The aforesaid *vakalatanamas* were clearly executed to authorize the petitioner to appear and represent the concerned parties (Ministry of Housing and Urban Affairs and DDA) in O.A. No.300/2013.

35. Necessarily, the same subsumes authorization in favour of the petitioner to appear in connection with all miscellaneous applications filed in the said O.A. No.300/2013 including M.A. No.1346/2015. In ***Suresh s/o Daduram Abnave v. Municipal Corporation of Greater Mumbai and Others***, 2013 SCC OnLine Bom 1388, the Bombay High Court has observed as under:-

“10. The parties represented through their Advocates. The vakalatnama, therefore, once filed by the Advocate and/or if the Advocate appears on behalf of the respective parties, the vakalatnama cannot be dissected and/or treated for filing only for Notice of Motion and not for any other proceedings. Considering the provisions so recorded above once the party appears through his Advocate and due vakalatnama is filed, it is for all the proceedings. Therefore, to say that a separate summons required to be served to the Respondents/Defendants is unacceptable. No fresh service of writ of summons is contemplated in such circumstances. The Advocate's appearance, not permitted for want of specific provision and/or instruction for a part of the proceeding arising out of the suit. The vakalatnama cannot be conditional and restricted to any part of the proceedings.”

36. *Vide* aforementioned communication dated 11.11.2016, the DDA informed the petitioner that his services were no longer required in O.A. No.300/2013 and M.A. No.1346/2015. The same implicitly recognizes the petitioner's engagement in O.A. No.300/2013.

37. Thus, the fact that the petitioner was duly engaged to appear in



connection with O.A. No.300/2013 and M.A. No.1346/2015 filed in O.A. No.300/2013 is amply clear.

II. TERMS OF THE ENGAGEMENT OF THE PETITIONER

38. Although a doubt has been sought to be created by the respondents as to whether the terms of the engagement of the petitioner were agreed upon, what is crucial is that the respondents have admitted that a significant sum of money has already been paid to the petitioner.

39. It has also been pointed out by the petitioner that the DDA paid the petitioner for his appearances from 21.10.2013 to 25.01.2016; however, it failed to clear the petitioner's professional fee for the appearances made thereafter in O.A. No.300/2013 and M.A. No.1346/2015.

40. The petitioner is right in contending that in the protracted correspondences exchanged between the parties, no dispute was ever raised by the respondents regarding the rates at which the petitioner was to be paid.

41. Moreover, in the present case, the understanding between the parties is evident from the very fact that the petitioner has already been paid for numerous appearances (without any dispute being raised as to the 'per appearance rate' claimed by the petitioner).

III. SERVICES RENDERED BY THE PETITIONER

42. The petitioner seeks outstanding fees in respect of his appearances, the factum of which would be evident from the order-sheets issued in the proceedings before the NGT. Again, the fact that the petitioner did indeed appear on the dates for which he claims payment is not in dispute, since the same would be evident from a perusal of the concerned order sheet/s.

43. On the contrary, it is sought to be asserted by the DDA that the petitioner's appearances were unauthorized. The said submission is



unfortunate when admittedly, the disengagement of the petitioner took place only *vide* communication dated 11.11.2016.

44. Necessarily, it was incumbent on the petitioner to appear and pursue O.A. No.300/2013 (together with the miscellaneous applications therein). Since the petitioner's authorization was withdrawn only by way of communication dated 11.11.2016, the petitioner cannot be denied the payment of his fee bills for his appearances / services rendered prior to the said date.

45. In the circumstances, it is untenable for the respondents to raise any controversy as regards (i) the authorization in favour of the petitioner; (ii) the services rendered by the petitioner; and (iii) the rate at which the petitioner is to be paid.

46. The attempt on the part of the respondents to create an unnecessary controversy in order to deny the legitimate entitlement of the petitioner is unfortunate.

47. In ***Pabitra Roychaudhuri v. Commissioner of Vat and Another***, 2021 SCC OnLine Del 3571, it has been observed by this Court as under:-

"7. Lawyers and counsels who are engaged by various Governments / Departments render their professional services to the said Departments and Governments. The respective Governments / Departments are expected to clear the professional bills of the lawyers within a reasonable time. Under no circumstances should a counsel who has been engaged by the Government / Department be forced to sue his/her own client, especially a government or its agency, and seek legal remedies for seeking clearance of his/her professional fee.

8. The fact that the Petitioner was forced to approach this Court is extremely unfortunate. Though the professional bills of the Petitioner are stated to have now been cleared, his retainerhip fee is still not being paid. Since there is no dispute on the factum that retainerhip fee is to be paid, this Court directs the GNCTD to clear the pending retainerhip payments to the Petitioner within one month from today."



48. Again, in ***The State of Uttar Pradesh & Ors. v. Gopal K. Verma***, Civil Appeal No(s). 2142-2143 of 2024 [@ Special Leave Petition (Civil) No(s). 19629-19630 of 2023], it has been observed by the Supreme Court as under:-

“2. If this scenario of creating a situation where the Advocate is compelled to approach the Court of law to recover fees from the State of Uttar Pradesh continues, it will discourage the talented Members of the Bar from appearing for the State of Uttar Pradesh. We, therefore, hope and trust that a proper and rational policy is effectively implemented so that the fees of the Advocates representing the State will be paid promptly and within a reasonable time.”

49. *Vide* order dated 23.03.2023 passed in ***Mrs. Avnish Ahlawat v. State of Punjab & Ors.***, W.P. (C) 2522 of 2021, this Court while dealing with the issue of non-payment of outstanding invoices raised towards professional services rendered by the petitioner therein, observed as under –

“6. The question has also been raised as to the maintainability of the present writ petition and reliance has been placed upon two orders of the Supreme Court.

7. On the other hand, ld. Counsel for the Petitioner relies upon the recent decisions passed by this Court which in turn rely upon the orders of the Supreme Court in ‘State of Rajasthan & Anr. v. Luna Ram & Ors.’[Criminal Appeal No. 1718/1995].

8. After having perused the record and the documents which have been filed, it is clear that there cannot be any dispute as to the fact that the counsel was engaged, as the correspondence confirms the same. Further, in the recent decisions of the Supreme Court in ‘State of Rajasthan & Anr. v. Luna Ram & Ors.’, and in ‘GP. Capt. Karan Singh Bhati v. State of Rajasthan’, payment of advocate’s bills has been dealt with by the Supreme Court and payments have been directed.

9. In the overall facts and circumstances, it is, accordingly, directed that all the pending invoices of the Petitioner except invoice at serial no.3, be cleared and the payment be made within by the State of Punjab within 3 months.”



50. In **Mathew B. Kurian, Partner, M/S Peter and Karunakar, Lawyers v. National Council for Teacher Education and Others**, 2025 SCC OnLine Ker 3462, the Kerela High Court has observed as under –

1. The petitioner, Mathew B. Kurian, an advocate representing M/s Peter & Karunakar and the son of the late Advocate V.M. Kurian, who passed away on 7-6-2018, seek intervention regarding the respondents' failure to settle pending legal fees. The first respondent, the National Council for Teacher Education (NCTE), a statutory body under the 1993 Act, is a "State" under Article 12 of the Constitution and subject to writ jurisdiction. The petitioner states that NCTE appointed Sri V.M. Kurian as Standing Counsel in 2000, who handled over 590 cases for nearly two decades, with bills totalling Rs 12,11,770 remaining unpaid despite regular invoicing. After the appointment of a new counsel in April 2018, the petitioner informed NCTE of pending bills and case files, which were delivered to the new counsel in July 2018, who assured payment. Despite repeated requests, bills from 2004 remain unpaid, with no response from NCTE.

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9. The respondents' counsel argued that the writ petition is not maintainable due to disputed questions of fact. In *State of T.N. v. R. Thillaivillalan*² and *James Koshy v. Kerala SRTC*³ courts have held that petitions by Advocates for unpaid professional fees against State instrumentalities are maintainable under Article 226, unless complex factual issues prevent adjudication. The Supreme Court has consistently reiterated that the presence of disputed questions of fact does not by itself bar the exercise of writ jurisdiction under Article 226. The proposition that a petition under Article 226 must be rejected simply on the ground that it cannot be decided without determining the disputed question of fact is not warranted by any provisions of law nor by any decision of court and such a proposition as an inflexible rule of law or of discretion will necessarily make the provisions of Article 226 wholly illusory and ineffective, and that on occasions, such an approach is dictated by considerations of convenience, rather than a rigid rule calling for universal application.

10. Judicial review remains warranted in cases of perceived arbitrariness, regardless of contractual complexity or factual disputes. Article 226 does not, in terms, impose any limitation or restraint on the exercise of power to issue writs which turns on entertainability and not maintainability. Thus, the High Court has jurisdiction to entertain petitions involving factual disputes, especially when State agencies act arbitrarily or violate constitutional



guarantees. The authority to issue writs under Article 226 is plenary, and limitations only arise where explicitly provided by the Constitution. Courts can, on occasion, assess disputed facts where justice demands, underscoring that the so-called “hands-off” approach is not absolute, but context-dependent.

11. Adopting any other position would imply that an advocate, who has diligently represented a client throughout the entirety of a case, would be compelled to initiate a separate suit against his own client, incurring court fees and navigating the constraints of the period of limitation. Such an approach would impose an unwarranted burden on legal professionals, forcing them into such strained circumstances unless the matter involves complex issues requiring factual adjudication. This would undermine the very essence of legal practice, where the advocate's role is to serve the client's interests without the needless complication of parallel proceedings, save for circumstances that genuinely demand detailed factual examination.

12. In the instant case, there is no dispute that there was an engagement by NCTE. There is no dispute that 590 cases have been disposed of. There is no allegation that the lawyer concerned had not appeared or that the cases had not been disposed of. Only ten cases are shown where the NCTE is not a party. Under such circumstances, there is no justification at all for non-payment of the agreed fees to the petitioner for the services rendered. Nothing on record shows any communication issued by the NCTE to Late Adv. V.M. Kurian calling for any details or complaining that the disposal of the cases was not intimated or that the certified copies were not given.

51. In view of the aforesaid observations in ***Mathew B. Kurian, Partner, M/S Peter and Karunakar, Lawyers v. National Council for Teacher Education and Others*** (supra), there is no merit in the objections/ s sought to be raised by the respondent as regards maintainability of the present petition. This is particularly so, in the light of the factual matrix of the present case.

52. It is indeed unfortunate that the petitioner has been made to run from pillar to post for his legitimate dues. It does not behove the DDA or any other public authority to avail the services of an Advocate and then seek to deny payment of fees / emoluments on frivolous grounds.



53. This Court is constrained to observe that the public authorities, such as the DDA, are not expected to act in a dishonourable and unscrupulous manner in their dealings with their own Advocates by seeking to evade payment of fees and emoluments. Such conduct, not only brings disrepute to the public authority concerned but also strikes at the very foundation of the rule of law, since the sanctity of the lawyer-client relationship constitutes the most fundamental aspect thereof. This Court is constrained to express its deep dismay at the conduct of the concerned officials who have sought to deny the petitioner's legitimate entitlement.

54. In the circumstances, the respondent no. 1 / DDA is directed to forthwith make payment of the petitioner's outstanding fee bills.

55. It is, however, clarified that the DDA shall be entitled to deduct / exclude the duplicate fee bills viz. those fee bills where the petitioner has claimed separate hearing fees for appearing in O.A. No.300/2013 and M.A. No.1346/2015, on the same date of hearing. These have been set out in paragraphs 23¹ and 24² of the written submissions filed on behalf of the DDA.

¹ "23. The Petitioner's own "pending bills" list shows multiple dates billed twice— once under O.A. No. 300/2013 and again under M.A. No. 1346/2015— although both matters were listed together before the NGT. The Ministry's 2021 clarification states that no separate fee is payable for OA and MA when heard together. Despite this, the Petitioner claims Rs. 1,50,000/- under each, totalling Rs. 3,00,000/- for a single hearing date."

² "Duplicated Billing Table (Extract from Petitioner's Record):

Date of Hearing in which claim was made for OA hearing as well as claim for MA in that OA hearing (Rs. 1.5 Lac per hearing)
21.03.2016
04.04.2016
18.05.2016
24.05.2016
30.05.2016
31.05.2016



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56. The petitioner shall also be entitled to interest at the rate of 9% per annum from the date of each outstanding fee bill till the date of payment thereof.

57. The petition is disposed of in the above terms. Pending applications also stand disposed of.

SACHIN DATTA, J

FEBRUARY 20, 2026

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