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

+ **W.P.(C) 17939/2025**

ANUP KUMAR RAMPAL

.....Petitioner

Through: Petitioner in person. (Through VC)

versus

DELHI DEVELOPMENT AUTHORITY & ANR.....Respondents

Through: Mr. Shahana Farah, Additional
Standing Counsel with Mr. Abhigyan
and Mr. Amruta Padhi, Advocates for
DDA.

Ms. Sangeeta Bharti, S.C., DJB with
Ms. Malvi Balyan, Adv. for R-2/DJB

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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17.12.2025

1. Heard the petitioner in person and learned counsel for the respondent.
2. The instant petition has been filed purportedly in public interest with a prayer to issue a direction to the Delhi Development Authority (hereinafter referred to as 'DDA') to defer payment of water bills of 1214 number of flats situate in Sector E-1, Vasant Kunj, New Delhi. The other prayer made in the petition is that DDA be directed to handover the functions of supplying water to these flats to Delhi Jal Board (hereinafter referred to as 'DJB').
3. So far as the issue relating to payment of water bills raised by the DDA against the individual flats is concerned, such bills give individual cause of action to the individual flat owner and therefore the cause cannot be taken up by this Court in a PIL.
4. In respect of the second prayer, where a direction has been sought to direct the DDA to handover the function of water supply in respect of the flats

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in question to DJB is concerned, our attention has been drawn by the petitioner, who appears in person, to Section 9 of Delhi Water Board Act, 1998 (hereinafter referred to as “the Act”), according to which one of the functions to be performed by the DJB is to treat, supply and distribute water for household consumption or other purposes to those parts of Delhi where there are house whether through pipes or by any other means. Thus, the submission of the petitioner is that under Section 9 of the Act, it is the statutory duty of the DJB to supply water to the flat owners and therefore the DDA cannot be permitted to raise the bills for the water being supplied to them.

5. The petitioner has also referred to sub-Section (2) of Section 9 of the Act which provides that the Board may entrust any of the tasks and functions assigned to it under the Act with prior approval of the Government to a local body, a limited company, registered society, research institute or government undertaking, etc., and according to the petitioner, DDA does not fall within any of the authorities of sub-Section (2) of Section 9 of the Act, therefore, the function relating to supply of water cannot be entrusted to DDA.

6. We are afraid, we cannot agree to the said submission raised by the petitioner, for the reason that the flats at Sector E, Vasant Kunj, New Delhi were developed by DDA under the development area as defined under Section 12 of the Delhi Development Act, 1957. We may also note further that Section 36 of the Delhi Development Act, 1957 provides that when an area has been developed by the authority (DDA), it may require the local Authority within whose local limits the area so developed is situated, to assume responsibility for the maintenance of the amenities which have been provided in the area by the DDA and for the provision of the amenities which have not been provided by the Authority but which in its opinion should be provided in the area on terms and conditions agreed upon between the Authority and local Authority. Section 36 of the Delhi Development Authority Act, 1957 is extracted herein



below:

“36. Power of Authority to require local authority to assume responsibility for amenities in certain cases- Where any area has been developed by the Authority, the Authority may require the local authority within whose local limits the area so developed is situated, to assume responsibility for the maintenance of the amenities which have been provided in the area by the Authority and for the provision of the amenities which have not been provided by the Authority but which in its opinion should be provided in the area, on terms and conditions agreed upon between the Authority and that local authority; and where such terms and conditions cannot be agreed upon, on terms and conditions settled by the Central Government in consultation with the local authority on a reference of the matter to that Government by the Authority”

7. Accordingly, in a development area till the area is developed by the DDA and is handed over to the local Authority concerned for the purposes of maintaining the civic amenities, the functions relating to supply of water can be entrusted to the DDA itself.

8. At this juncture, learned counsel for the DDA has stated that the DDA has sent a proposal to the DJB to assume the responsibility of supply of water, however, no headway has yet been made.

9. Accordingly, without entering into the merit of claim as projected by the petitioner in the second prayer of the writ petition, we dispose of this petition with a direction to the DDA and DJB to consider the said proposal and arrive at some agreed terms, as contemplated in Section 36 of the Delhi Development Authority Act, 1957.

10. A perusal of the Section 36 of the Delhi Development Authority Act, 1957 further reveals that where such terms and conditions cannot be agreed upon between DDA and any other local authority (Delhi Jal Board), the terms and conditions on the basis of which civic amenities will be transferred, is to be settled by the Central Government in consideration with the local Authority on a reference of the matter to be governed by the Authority. Accordingly, we further direct that if for any reason, DDA and DJB is unable to reach to any



terms and conditions on which the water supply function is to be transferred to DJB, the matter shall be referred by the DDA to the Central Government for evolving the terms and conditions on which such transfer can take place.

11. The entire exercise under this order shall be concluded within a period of three months from today.

12. We request the learned counsel representing the DDA and the DJB to apprise the Authorities concerned in their respective organizations of this order forthwith.

13. The petition stands disposed of in the aforesaid terms.

DEVENDRA KUMAR UPADHYAYA, CJ

TUSHAR RAO GEDELA, J

DECEMBER 17, 2025

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