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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 6659/2018, CM APPL. 25367/2018 & CM APPL.
49615/2018

INDRAPRASTHA MEDICALPetitioner
Through: Dr. Lalit Bhasin, Ms. Nina Gupta,
Ms. Vishali Sivagnanam and Mr.
Ajay Pratap Singh, Advs. (Through
VC)

versus

SOUTH DELHI MUNICIPAL CORPORATIONRespondent
Through: Mr. Siddharth Gupta, SC for R-MCD
Mob: 9810141287
Email: guptasiddharth73@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
09.09.2025

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1. The present writ petition has been filed *inter alia* against the action of the respondent, i.e., South Delhi Municipal Corporation ("SDMC"), now Municipal Corporation of Delhi, in erecting a signage of "Free Parking" outside the entry gate of the petitioner's hospital premises, i.e., *Apollo Hospital, Sarita Vihar, New Delhi*, without prior notice. Further, the petitioner also seeks quashing of the Show Cause Notices dated 28th December, 2015, 19th January, 2016, 30th March, 2016 and 23rd October, 2017, in this regard.
2. Pursuant to the directions of this Court, a Status Report dated 05th September, 2025, has been filed on behalf of the MCD, relevant portions of



which, read as under:

“xxx xxx xxx

3. That it is most respectfully submitted that although the claims & contentions in M/s. Pacific Development Corporation Ltd. (Concessionaire of Delhi Metro Rail Corporation) V/s South DMC Anr -LPA 130/2020 (*hereinafter called the referred case*) and the present case are similar yet the petitioner cannot claim equity in the light of judgment dated 21/11/2023 passed by the Division Bench of Hon'ble High Court for the evident reason that in the referred case petitioner complied with one of the objections of the respondent, MCD as had been raised in the sealing show cause notice.
4. That issue involved in both the matter is specific and confined to whether parking spaces so designated in sanctioned building plan whether in basement or on surface are to be made available to the visitors without any charges or not. MCD has taken a stand in the matter that parking spaces are allowed to the visitors free from any charges for the following reason:
 - (A) The area of parking is free from FAR
 - (B) Terms & conditions of Lease Deed (Para 9), (in the present case) which provides as under:
 - i) That the lessee shall not allowed without the previous consent in writing of the lessor
 - ii) Permit the buildings or the land or any part thereof to be used by any other persons for any purpose whatsoever.
 - iii) Transfer the possession of the buildings of the aforesaid land or any part thereof to any person.
 - iv) Carry on business in the buildings or the aforesaid land or any part thereof in association with any person
5. That in the referred case, Division Bench of Hon'ble High Court vide judgment dated 21/11/2023, on the issue of area of parking is free from FAR, did not accept that the Building Bye-laws require petitioner to permit the use of its parking space free of charges and gave verdict in favour of petitioner. As regards, lease terms & condition, the petitioner got the relevant condition of lease deed amended from lessor, which has duly been mentioned in para (5) of judgment. MCD had challenged the judgment dated 21/11/2023 in the Hon'ble Supreme Court by filing SLP 10899/2024 titled "MCD V/s M/s Pacific Development Corporation Ltd. & Anr." The Apex Court vide judgment dated 29/04/2024 dismissed the SLP with the observation that we are not inclined to interfere with the impugned judgment and order passed by the High Court. Copy of judgment dated 29/04/2024 of Apex Court is annexed herewith as Annexure-A. In view of judgment dated 21/11/2023 of Division Bench of Hon'ble



High Court and subsequent dismissal of SLP by the Apex Court, the issue of 'Area of parking is free from FAR' stands settled in favour of petitioner. However, in the present case, as per available record, the petitioner has not got the relevant clause of lease deed amended. To claim equity in the light of judgment dated 21/11/2023 of Division Bench of Hon'ble High Court, the petitioner needs to get the relevant clause of lease deed amended from the lessor.

6. That it is most respectfully submitted that petitioner after getting the relevant clause of lease deed needs to filed application for withdrawal of sealing show cause notice. The respondent/MCD will decide the same in the light of judgment dated 21/11/2023 of Division Bench of Hon'ble High Court passed in the referred case.

xxx xxx xxx”

3. Perusal of the aforesaid Status Report of the MCD clearly shows that the MCD admits that *vide* the judgment passed by the Division Bench, the issue with respect to the parking fees to be charged by the various entities, has been now decided in favour of the petitioner herein.

4. It is further apparent from the Status Report of the MCD that against the said judgment dated 21st November, 2023, of the Division Bench, the MCD also filed a Special Leave Petition (“SLP”), i.e., *SLP No. 10899/2024*, titled as “*Municipal Corporation of Delhi Versus M/s. Pacific Development Corporation Ltd. & Anr.*”, before the Supreme Court. However, *vide* order dated 29th April, 2024, the said SLP filed on behalf of the MCD was dismissed. Thus, it is apparent that the judgment dated 21st November, 2023, passed by Division Bench, has gained finality.

5. This Court notes that *vide* judgment dated 21st November, 2023, passed in *LPA 130/2020*, titled as “*M/s Pacific Development Corporation Ltd. (Concessionaire of Delhi Metro Rail Corporation) Versus South Delhi*



Municipal Corporation & Anr”, the Division Bench of this Court held as follows:

“xxx xxx xxx

24. As noted above, the principal question to be addressed is whether the owner/lessor of a commercial complex is proscribed from collecting parking charges for the reason that parking space is not included in the FAR. As noted above, it is MCD's case that since, the parking space required to be constructed under the relevant Building Byelaws, is not included for computing the FAR, the same cannot be exploited commercially. Therefore, parking charges cannot be collected.

25. In our view the said reasoning is flawed. MPD-2021 contains the planning norms for the development of property in Delhi. The planning norms expressly provide for the permissible FAR, which is related to the area of the plot. MPD-2021 also specifies the 'use zones' and the 'use premises'. The planning norms also include the parking standards required for the 'use premises'. In case of community centers, commercial centers and non-hierarchical commercial centers, the parking standards require 3 ECS (equivalent car spaces) to be factored for every 100 square meters of floor area. The standards for ECS have been fixed in the context of the space where it (ECS) is provided. It is dependent on whether the parking space is situated in a covered area, an open area or in a basement. There are also other factors, which determine the ECS.

xxx xxx xxx”

(Emphasis Supplied)

6. Perusal of the aforesaid judgment clearly shows that the Division Bench has given a clear finding that fees for parking can be charged by the respective entities.
7. At this stage, learned counsel appearing for MCD submits that the Lease Deed of the petitioner herein needs to be amended, as a similar situation was present in the case before the Division Bench also.
8. Accordingly, liberty is granted to the petitioner to get its Lease with the MCD amended, if so required.
9. Noting the aforesaid, the present writ petition, along with the pending



applications, is accordingly disposed of.

MINI PUSHKARNA, J

SEPTEMBER 9, 2025/SK