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

+ **W.P.(C) 1452/2021 & CM APPL. 78913/2025**

ASHISH KISHOR

.....Petitioner

Through: Mr. Vikas Dhawan, Sr. Adv. with Mr.
Ashish Negi, Ms. Sushila, Adv.

versus

DELHI DEVELOPMENT AUTHORITY & ORS.Respondents

Through: Mr. Ashutosh Kaushik Ms. Latika
Malhotra, Adv. for R1
Ms. Harshita Nathrani, Adv., Ms. Khushboo
Mittal, Adv. For Mr. Sameer Vashisht, Standing
Counsel (Civil), GNCTD for R2
Ms. Anupam Dhingra, Adv for R3

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **29.01.2026**

1. This is a writ petition filed under Article 226 of the Constitution of India seeking the following reliefs:

“(a) Mandamus thereby directing the Respondents to immediately carry out mutation of the plot bearing No. 305, Tagore Park, Delhi, in favour of the petitioner and further direct the respondents for conversion of the plot in question from leasehold to freehold; and/ or

(b) Direction thereby directing the respondents to pay compensation to the petitioner for loss caused due to lax and arbitrariness of the respondent;...”

2. The brief facts of the case are that on 26.07.1982, a perpetual sub-lease deed was executed in respect of plot bearing No. 305, Tagore Park, Delhi measuring 686.6 sq. yds in favour of one Smt. Shanti Devi. The said



perpetual sub-lease deed is a document duly registered with the sub registrar and is signed between the President of India (*the lessor*), the Delhi Bengali Housing Society (*the Respondent No. 3 as the lessee*) and *Smt. Shanti Sehgal (as the sub-lessee)*. The perpetual sub-lease deed is duly signed by the Additional Secretary, Lease Administration, Delhi Development Authority (DDA) as well.

3. Smt. Shanti Sehgal, died on 25.06.1986 and all the other legal heirs of Smt. Shanti Sehgal executed a registered relinquishment deed dated 21.09.1989 in favour of Smt. Promila Kishor.

4. Smt. Promila Kishor, mother of the petitioner, died intestate on 09.11.2012, after which a registered relinquishment deed dated 11.04.2018 was executed by the other remaining legal heirs of Smt. Promila Kishor in favour of the petitioner. Consequently, the petitioner stepped into the shoes of his mother. Hence, the petitioner is the successor in interest of Smt. Promila Kishor with regards to the subject property.

5. The case of the petitioner is that despite repeated requests/reminders, the property is not being converted into free hold and mutated in favour of the petitioner. Smt. Promila Kishor deposited the entire conversion amount with respondent No. 1 for conversion of the property from lease hold to free hold.

6. A counter affidavit has duly been filed by the respondent No. 3, namely the Delhi Bengali Housing Society, wherein the respondent No. 3 states that wrong allocation of the plot has been made in favour of Smt. Shanti Sehgal. Ms. Dhingra, learned counsel for the respondent No. 3, states that as per the record available with the respondent No. 3, Smt. Shanti Sehgal was allotted plot No. 113 measuring 277.375 sq. yds. and according



to the records plot No. 305 is un-allotted to any party.

7. She further states that there is a discrepancy in the records maintained by the respondent No. 3, regarding the allotment of plot to Smt. Shanti Sehgal and the execution of sub-lease deed of plot No. 305 is ab initio illegal and a wrongful allotment.

8. Mr. Kaushik, learned counsel for respondent No. 1, namely Delhi Development Authority (**“DDA”**), states that the respondent No. 1 is not involved *inter-se* dispute between the petitioner and the respondent No. 3. However, he states that in view of Rule 93 of the Delhi Cooperative Societies Rules, 2007, an NOC is required from respondent No. 3 before any further steps can be taken. The paragraph No. 2 and 3 of the counter affidavit filed by the respondent No. 1 also reads as under:

“2. That the case of Respondent No. 3 is in the face of the statutory provision, namely Rule 93 of Delhi Co-operative Societies Rules, 2007. Rule 93 of the Delhi Co-operative Societies Rules enumerates as follows:

‘93 Permission for transfer of occupancy right to nominee, heir or legal representative of deceased member: -

In case the land has been allotted to a co-operative housing society on the perpetual lease basis by the lessor, the transfer of occupancy right shall be governed by the terms and conditions of lease deed and shall also be applicable for transfer of occupancy right to a nominee, heir or legal representative in respect of lease hold property. The nominee, heir or legal representative shall apply to the co-operative housing society for transfer of share and interest in Form No.



20. The committee shall recommend to the lessor through a resolution of the committee for transfer of occupancy right in favour of nominee, heir or legal representative in accordance with the terms and conditions of the lease deed in the Form No. 21. On receipt of the approval of the lessor for the transfer of interest of the deceased member the committee shall enroll the nominee, heir or legal representative as a member of the co-operative housing society without charging any transfer fee as provided in section 91, In case of freehold property the nominee shall make an application in Form No. 22'

"3. That accordingly, the answering Respondent can only process the application of the Petitioner once he has complied with Rule 93. In other words, the exercise of transfer of occupancy and grant of NOC has to be recommended by the Respondent No. 3, Delhi Bengali Hindu Co-operative Housing Society Limited to the Lessor, i.e. the answering Respondent. As the allotment of Plot No. 113, 88, 308, 134 and 1. This matter is pending before the Registrar of Cooperative Societies i.e., Respondent No. 2 and ought to be responded to in detail by Respondent No.2."

9. I have heard the learned counsels for the parties and perused the documents filed with the petition.

10. In the present case, admittedly there is a duly registered perpetual sub-lease deed in favour of the petitioner for the subject property, i.e. plot No. 305. The petitioner and his predecessors in interest have been in continuous



consistent peaceful use, enjoyment and possession of the said property for the last 44 years.

11. The entire ground rent for the property had been paid by the predecessors in interest and is being regularly paid by the petitioner as well. As per the records of the respondent No. 3, plot No. 305 has not been allotted to any other person.

12. The respondent No. 3 has also not stated in the counter affidavit that there is any allegation of a fraudulent allotment in favour of the petitioner or that the respondent No. 3 has initiated any steps for:

A. Cancellation of the perpetual sub-lease deed.

B. Registration of F.I.R. against any erring member of the society or the petitioner.

13. Additionally, the respondent No. 1 has also not taken any steps for cancellation of the perpetual sub-lease deed. The duly registered perpetual sub-lease deed for plot No. 305 continues to stand in the name of predecessor in interest of the petitioner without any obstacle/challenge from any quarter.

14. As regards the argument of the respondent No. 3 relying on paragraph No. 11 of the judgment of the Hon'ble Supreme Court titled ***Mrinmoy Maity v. Chhanda Koley, (2024) 15 SCC 215***, regarding the petition being barred by delay and laches, the argument is distinguishable as in the present case the petitioner has a continuing cause of action in his favour. The petitioner is seeking mutation of plot No. 305 and on every date when the mutation is not carried out and/or conversion is not effected, the cause of action subsists and continues to arise on that very date.

15. From the aforesaid facts, I am of the view that the Court under Article



226 of the Constitution of India is required to ensure that complete justice is done between the parties.

16. For the said reasons, the respondent No. 3 is directed to:

- a. Regularize the allotment in favour of the Petitioner.
- b. Issue an NOC as required by the respondent No. 1/DDA.

17. The respondent No. 1/DDA is directed to convert the property from lease hold to free hold expeditiously and in any case not later than six months from today.

18. The writ petition is allowed and disposed of with the aforesaid directions along with pending applications (if any).

JASMEET SINGH, J

JANUARY 29, 2026/AS