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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 306/2017**

**MAHARANI BAGH COOPERATIVE HOUSE BUILDING AND
WELFARE SOCIETY LTD**Petitioner

Through: Mr. Udipto Koushik Sarmah, Adv.
versus

DDARespondent

Through: Mr. Arun Birbal, Mr. Sanjay Singh
Advvs

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.02.2026

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

“(a) To issue a writ of certiorari to quash the Impugned Decision issued by the Respondent dated 27.12.2016 (received by the Petitioner on 31.12.2016) bearing No. F - 2 (41) / 2000 / I.L. / 2502, titled as “2nd Show Cause Notice”, along with the directions contained therein;

(b) Grant ex-parte ad interim orders in respect of prayer (a) hereinabove;”

2. The brief facts of the case are that the petitioner was allotted the premises at the Maharani Bagh Community Centre pursuant to an Allotment Letter dated 12.02.2001 and a Perpetual Lease Deed dated 04.07.2001. In 2016, the petitioner entered into a Leave and License Agreement with Gold's Gym (F2 Fun & Fitness India Pvt. Ltd.) permitting it to operate a gym on the second and third floors of the premises. Subsequently, the respondent issued a Show Cause Notice



dated 17.08.2016 alleging violation of Clause 5(a) of the Lease Deed on the ground that the arrangement amounted to sub-letting without prior consent. Thereafter, by Impugned Decision dated 27.12.2016, the respondent directed removal of the gym within 15 days and threatened cancellation of allotment, relying on additional grounds beyond those stated in the Show Cause Notice. Hence the present petition.

3. The respondent issued 2 Show Cause Notices. The operative portion of the 2nd Show Cause Notice dated 27.12.2016 reads as under:-

“NOW THEREFORE, take cognizance of this 2nd Show Cause Notice and the Maharani Bagh Co-op. House Building Society Ltd. is hereby once again directed to remove all un-permissible violations from the premises of the Community Hall, within 15 days from the date of receipt of this 2nd Notice and the compliance be informed to the office, otherwise, necessary action for breach of terms & conditions of the allotment/Lease Deed, will be initiated without any further notice and the matter for cancellation of the allotment will be referred to the competent authority.”

4. Mr. Sarmah, learned counsel for the petitioner states that the said Show Cause Notice is in the nature of a final adjudication order as a perusal of the same shows that the respondent has already found the petitioner guilty of violation.
5. Mr. Birbal, learned counsel for the respondent takes me through the counter-affidavit filed and states that a perusal of the Show Cause Notice shows it is a Show Cause Notice and no opinion has been formed by the respondent.



6. The respondent shall consider the reply to the said Show Cause Notices, give a personal hearing to the petitioner and thereafter pass a speaking order.
7. Needless to add that the respondent shall keep in mind that the gymnasium has stopped long time back and the Community Centre is being used for community services of the members of the petitioner society.
8. With these directions, the present petition is disposed of.

FEBRUARY 12, 2026 / (MS)

JASMEET SINGH, J