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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 4052/2026, CM APPL. 19891/2026&CM APPL.**
19892/2026

MS KM ENTERPRISES THR KAPIL MONGIAPetitioner

Through: **Ms. Nandni Sahni & Ms. Trisha**
Laroiya, Advs.

versus

DELHI DEVELOPMENT AUTHORITY AND ORS.....Respondents
Through: **Ms. Kritika Gupta, Ms. Anamika , Ms.**
Vidushi Singhania, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
02.04.2026

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

a) issue an appropriate writ or any other appropriate order or direction under Article 226 of the Constitution of India, directing the respondents to grant an extension of one year time w.e.f 01.11.2025 to October, 2026 in respect of function site bearing no.NZ-29A, Mangolpuri, Industrial Area, Anukampa Chowk, Pitampura, New Delhi and the petitioner be allowed to carry on the work of his function site without any interference/obstructions by respondents on the basis of impugned order dated 16.03.2026 passed by respondents and



the petitioner undertakes to pay licence fee till October, 2026 regularly to the respondents; and

b) pass an appropriate writ order or direction declaring that the impugned order dated 16.03.2026 and cancellation order dated 29.05.2024 as passed by respondents against petitioner function site are illegal and wrong orders which have been passed contrary to law and in a mechanical and arbitrary manner despite petitioner's payment of upto date licence fee to the tune of Rs.4,10,34,000/- and the same may kindly be set aside/quashed by this Hon'ble Court and it be also directed by this Hon'ble Court that the petitioner be allowed to work in his function site smoothly without any obstruction or interference by respondents upto October, 2026 and the time to vacate the function site by petitioner be extended by one year on the ground of parity as similarly situated other function site holders have been granted extension of one year; and

c) Issue a writ order or direction in the nature of declaration declaring that respondents have committed grave irregularity and illegality and have proceeded with predetermined mind in hurry in order to cause prejudice to the case of the petitioner while passing impugned order dated 16.03.2026 and have failed to decide the representation filed by petitioner dated 18.02.2026/ 19.02.2026 in terms of Hon'ble court order dated 06.02.2026 passed in W.P.(C) no.17197 of 2024 and they have dealt with



entire issue very casually and heard petitioner only for 5-7 minutes and had asked petitioner to visit them on 16.03.2026 along with payment proof/chart of payment of licence fee which they have refused to see. The impugned order dated 16.03.2026 alleges new pleas/grounds which were never taken even in their counter affidavit filed on 21.05.2025 in W.P.(C) no.17197 of 2024 as the alleged plea of forfeiture of licence fee and the petitioner being an unauthorised occupant was not taken in the counter affidavit filed in W.P.(C) No.17197 of 2024; and

d) issue a writ petition under article 226 of the Constitution of India against the respondents for passing grossly, arbitrary, illegal order dated 16.03.2026 and for malafide action of respondents while issuing the impugned order dated 16.03.2026 contemptuously whereby they have illegally rejected the request of the petitioner for one year extension without hearing him and without any adjudication of the said core issue as per order dated 06.02.2026 passed by Hon'ble court and has also illegally allegedly forfeited all of deposited amounts of licence fee to the tune of almost Rs.4.10 crores by petitioner allegedly as per contract terms and the respondents have also malafidely and illegally and for dishonest and motivated reasons has granted no opportunity of hearing as directed by Hon'ble court vide order dated 06.02.2026 before passing of forfeiture order dated 16.03.2026 of the deposited amounts of the petitioner



as well as before demanding alleged outstanding dues and damages to the tune of more than Rs.11 crores + GST. It be also declared that the respondents have wrongly and illegally directed the petitioner to hand over vacant possession of the subject site within 0-3 days of issuance of order dated 16.03.2026 by respondents vide their letters dated 17.03.2026 and 18.03.2026 which are not only contrary to the spirit of Hon'ble court order dated 06.02.2026 but the same is also violative of fundamental rights of the petitioner to carry on his trade and business;...”

2. The brief facts of the case are that the respondents had declared the petitioner to be the highest bidder for a function site bearing no. NZ-29A, Mangolpuri, Industrial Area, Anukampa Chowk, Pitampura for a period of 36 months at a licence fee of Rs. 13,11,074/- per month with GST. Consequently, on 21.11.2022 the petitioner was handed over the symbolic possession of the function site of an area measuring 3000 sq. mtrs.
3. The petitioner has paid a total sum of about Rs. 4 crores 10 lakhs as license fee till 26.01.2026, which according to the learned counsel for the petitioner is in excess to the amount due and payable to respondents.
4. In July, 2024, respondent Nos. 1 and 2 issued show cause notices alleging encroachment by the petitioner on an adjacent site.
5. The petitioner has throughout been alleging that on account of illegal actions of the respondents by allowing illegal activities like felling of trees, raising of pucca structure on the adjacent plot, the petitioner could not fully utilise the plot in question.
6. The petitioner filed writ petition challenging the respondent's action to



be illegal and also replied to the said show cause notices. This petition was disposed of *vide* Order dated 25.11.2025, granting liberty to file fresh writ petition challenging the cancellation order dated 29.05.2024.

7. Accordingly, the petitioner thereafter filed another writ petition W.P.(C) 17197/2024 challenging the cancellation Order dated 29.05.2024.

8. The said petition was disposed of *vide* Order dated 06.02.2026 wherein the following directions were issued.

“4. Ms. Sahni, learned counsel for the petitioner, has orally stated that similarly situated persons as the petitioner have been granted extension for a period of one year i.e. from 01.11.2025 to 31.10.2026. The petitioner on ground of parity restricts the prayer to the same.

5. Ms. Tripathy, learned counsel for DDA opposes the petition on the ground that the petitioner is not similarly situated. The petitioner besides encroachment has been defaulter in making payment of EMD as well as licence fee in time. The said contention is disputed by the learned counsel for the petitioner who states that the petitioner has made up to date payment except a payment of Rs. 40 lakhs which is the GST amount payable by the DDA to the petitioner.

6. In the present case, the petitioner has already made numerous representations to the respondent No. 1 dated 01.08.2025 and 01.09.2025 and more particularly 17.07.2024 which are yet to be adjudicated.

7. For the said reasons, it is directed that the representations of the petitioner along with the present writ petition which



shall be treated as a representation by the DDA and a responsible officer after hearing the petitioner will adjudicate and decide the representations by passing a speaking order, expeditiously. Till the speaking order is passed, the interim order dated 17.12.2024 shall continue...”

9. Pursuant to the Order passed by this Court, the order impugned in this petition dated 16.03.2026 has been passed and paragraph No. 5 of the same reads as under:

“5. After considering all documents available in the record as well as the representations submitted on behalf of the petitioner, including the terms and conditions of e-auction, it is observed that M/s KM Enterprises committed persistent defaults/delay in payment of 2nd stage EMD and license fees despite multiple timebound SCNs. Post-facto payments cannot regularize the willful delays that triggered contract termination; the cancellation order dated 29.05.2024 stands validated as per approved policy and Competent Authority. Therefore, the request of M/s KM Enterprises is rejected.”

10. Ms. Sahni, learned counsel for the petitioner, states that the impugned order does not deal with the extension sought by the petitioner and there are cases of similarly situated function site allottees wherein extension has been granted by the respondents beyond the terms of the initial license.

11. Ms. Gupta, learned counsel for the respondents, on specific instructions states that there is no other function site wherein extension has been granted by the respondents beyond the terms of the initial license.

12. She further states that all the similarly situated function sites have been



duly tendered and the people have participated in the tendering process.

13. The same is disputed by the learned counsel for the petitioner on the basis of a document titled “Tender Document for E-Auction of Open Spaces for the Purpose of Marriage, Social/Cultural and Religious Functions on License Fee Basis (For 12 Months) August, 2025” and more particularly my attention has been drawn to the serial No. 9 of the table of contents, which read as under:

TABLE OF CONTENTS

S. NO	PARTICULARS	PAGE NO.
1	SCHEDULE OF BIDDING PROCESS	3
2	DISCLAIMER	4-5
3	I - GENERAL INSTRUCTIONS TO BIDDER/PROSPECTIVE BIDDERS	6-8
4	II - BRIEF SCOPE OF WORK	8
5	III - E-AUCTION DETAILS FOR PRESENT PROJECT	9-16
6	IV- QUALIFICATION CRITERIA	16-17
7	V- FINANCIAL MODEL, AGREEMENT AND RELATED ISSUE	17-21
8	VI- CONTRACT TERMINATION	21-22
9	ANNEXURE 1 - LIST OF SITES OFFERED ON LICENSE FEE WITH RESERVE PRICE (FOR A PERIOD OF 12 MONTHS)	23-28
10	ANNEXURE 2-DPCC Guidelines for Effluent Treatment Plants (ETP)	29-30
11	ANNEXURE 3-Format of Performance Bank Guarantee	31-33
12	APPENDIX 1 - FORMAT FOR COVERING LETTER ON LETTERHEAD	34-35
13	APPENDIX 2 - DRAFT AGREEMENT	36
14	APPENDIX 3 - DECLARATION CUM UNDERTAKING FORM	37-38
15	DEFINITIONS & INTERPRETATIONS	39-45
16	APPENDIX 4 - FORM D FORM OF DECLARATION BY ERECTOR OF A PANDAL	46

14. In furtherance to the aforesaid reference, my attention has been drawn to another table wherein the licensees who have been shown to have their



lease up to 31.10.2025 are mentioned at page No. 129 of the petition, serial No. 34 onwards, the same is reproduced as under:

34.	EZ-16	EZ-16	East	Opposite Pushupati Nath Mandir	2000	656500.00	Running Tender block period 01/01/2022 to 31.10.2025
35.	30	EZ-119	East	CBD Sahadra Plot NO 30	2500	405600.00	Running Tender block period 01/01/2022 to 31.10.2025
36.	NZ-2F	NZ-2F	North	DDA ground, Khasara NO 365/2 Chaukhari Mubarakbad near Nehru Nagar Fish Market	3000	928170.00	Running Tender block period 01/01/2022 to 31.10.2025
37.	DWK-78	DWK-78	Dwarka	Dwarka Sub-distt at Hari Nagar	3000	1156860.00	Running Tender block period 01/01/2022 to 31.10.2025
38.	NZ-2E	NZ-2E	North	Vacant land road No 43 Pitampura (six site)	3000	928170.00	Running Tender block period 01/01/2022 to 31.10.2025
39.	EZ-50	EZ-50	East	CBD shahdara Plot No 34	2500	665750.00	Running Tender block period 01/01/2022 to 31.10.2025

15. It is stated that in all the above cases, leases/licenses have been



extended upto October/November 2026.

16. Apropos this contention of the petitioner, Ms. Gupta, learned counsel for the respondents, states that the tender was issued in August, 2025 and after 31.10.2025 the sites have been duly vacated.

17. In this view of the matter, the contention of the petitioner cannot be accepted as the so called similarly situated persons have already been removed from the function sites.

18. Additionally, Ms. Sahni, learned counsel for the petitioner, also states that the petitioner has not been heard in terms of order dated 06.02.2026. This contention to my mind is also incorrect and misconceived as the petitioner was duly heard on 09.03.2026 and only thereafter the impugned order has been passed.

19. Additionally, the vacant sites have been tendered afresh to maximise the revenue for the respondents. The petitioner is a licensee and once the period of license has expired by efflux of time, the petitioner cannot claim its extension as a matter of right. The same is within the discretion of the licensor to grant/refuse extension which in the present case, the respondents (being the licensor) has refused for violation of the terms of the license and expiry of the period of license.

20. For the said reasons, I am unable to entertain the petition. Accordingly, the petition is dismissed.

21. However, since the petitioner has substantial infrastructure at the function site, the petitioner is granted one week from the date of upload of this Order to remove the said infrastructure.

22. The same is vehemently opposed by the learned counsel for the respondents. However, in view of the factual situation before this Court this



direction is necessary and in the interest of justice.

23. However, it is also directed that on failure of the petitioner to remove the infrastructure within the given time, the same shall be removed by the respondents at the risk and cost of the petitioner.

JASMEET SINGH, J

APRIL 2, 2026/NG

(Corrected and released on 03.04.2026)