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

+ W.P.(C) 6862/2026 & CM APPL. 33686/2026, CM APPL. 33687/2026

CENTRAL CITIZEN WELFARE ASSOCIATEDPetitioner
Through: Mr. A.K. Tripathi, Advocate.

versus

MUNICIPAL CORPORATION
OF DELHI AND ANR

.....Respondents

Through: Mr. Manu Chaturvedi, Standing
Counsel for MCD (Through video-
conferencing)

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **18.05.2026**

1. The present writ petition has been filed seeking setting aside of the notice dated 7th May, 2026, issued by the respondent-MCD, directing the petitioner to vacate the cremation ground at *Keshopur, Tilak Nagar, New Delhi-110018*.
2. The petitioner is a society registered under the Societies Registration Act, 1860. It is stated that pursuant to a Memorandum of Understanding dated 20th July, 2021 (hereinafter 'MOU'), the aforesaid cremation ground was allotted to the petitioner society for its development and maintenance. However, by the impugned notice, the respondent/MCD has handed over the running of the said cremation ground to another NGO and the petitioner has been asked to vacate the same within seven (7) days.
3. Counsel appearing on behalf of the petitioner submits that the petitioner has been running the said cremation ground for thirty-two (32)



years and he has been abruptly asked to vacate the said cremation ground, without any show cause notice. He further submits that a sum of Rs. 1,00,000/- has been paid to MCD, which the MCD has failed to return.

4. Mr. Chaturvedi, appearing for MCD, submits that as per Clause 2, the MOU was valid for an initial period of one (1) year, extendable for a further period of two (2) years upon satisfactory performance. Therefore, the license to maintain the cremation ground had already expired in 2024. He further submits that the aforesaid sum of Rs. 1,00,000/- was towards the security deposit and the same shall be returned to the petitioner.

5. I have heard the counsel for the parties.

6. In terms of the MOU, entered into between the petitioner and respondent/MCD, the petitioner was given a license to run the said cremation ground initially for a period of one (1) year and with an extension of two (2) further years. Clause 2 of the said MOU is set out below:

2. THE SHAMSHAN BHOOMI SUDHAR SAMITI REGISTERED, TILAK NAGAR , SHAH PURA , WEST DELHI , NEW DELHI-110018 Will Have To Enter Into Memorandum Of Understanding (MOU) Which Shall Be Initially Valid For One Year And After The Assesment Of Its Satisfactory Functioning , Its Extension For Further Period Of More Two Years Will Be Granted .

7. Clearly, the maximum period of three (3) years permissible under the aforesaid MOU would have expired in the year 2024.

8. The status of the petitioner is nothing more than a licensee, and upon expiry of the term of the license, the licensor (MCD) would be free to terminate the license and take possession of the said property. No notice is required to be given for the same. Accordingly, the respondent/MCD is entitled to seek eviction of the petitioner and allot the same to another entity.

9. In view of the aforesaid, there is no merit in the present petition and is accordingly dismissed.



10. The petitioner is given time until 31st May, 2026, to vacate the aforesaid cremation ground, failing which the respondent/MCD shall take appropriate steps to recover possession.
11. Pending application stands disposed of.

AMIT BANSAL, J

MAY 18, 2026
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