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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 10924/2023& CM APPL. 42321/2023, CM APPL.**
53322/2023
ABDUR RAHMAN

.....Petitioner

Through: Mr.Jay Savla Sr. Adv with Mr.Rajpal
Singh Adv

versus

SPORTS MANAGEMENT BOARD & ORS.

.....Respondent

Through: Ms. Kritika Gupta with Ms. Aditi
Saxena, Advs. for Ms. Mrinalini Sen (SC) for
Respondents

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
13.02.2026

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1. This is a writ petition filed under Article 226 of the Constitution of India seeking quashing of the impugned demand email dated 20.04.2023 issued by respondent No.3.
2. The brief facts of the case are that the petitioner is an accomplished squash player who has won several tournaments and is presently representing the State of Bihar at the national level. For the purpose of regular practice and participation, the petitioner has been availing the 'Pay and Play' facility at the Squash and Badminton Stadium situated at Siri Fort Road, New Delhi, which is a public sports facility under the control and management of the Delhi Development Authority (respondent No. 2), constituted under the Delhi Development Act, 1957.
3. The Squash and Badminton Stadium at Siri Fort Road comprises 10 squash courts, including one glass court. The facility is open to the



general public on a strictly 'Pay and Play' basis, and no monthly or annual membership is required. As per the prevailing rates, the charges for playing squash are Rs. 100 per person for half an hour and Rs. 200 per person for one hour.

4. Separate private coaching charges are levied at the rate of Rs. 700 per session, in addition to the regular court usage charges. No person is permitted to use the facility without first paying the prescribed entry fee and obtaining a receipt from the counter at the entrance. The receipt is required to be shown to the guard, who records the details in the register and thereafter permits entry for the chosen sport. Post the Covid-19 pandemic, payments are accepted only through card, and no cash transactions are permitted at the counter.
5. In or around January - February 2023, an altercation took place between the Secretary of respondent No. 1 and a squash player who is a friend of the petitioner. As the petitioner supported his friend during the said incident, the Secretary advised the petitioner not to play for a few days.
6. Subsequently, on 04.02.2023, the petitioner was denied entry to the stadium and was not permitted to avail the 'Pay and Play' facility on the alleged ground of pending arrears. Thereafter, vide email dated 15.04.2023, the petitioner, without admitting any wrongdoing, tendered an apology for any alleged violation of rules, if any, committed by him.
7. Thereafter, only pursuant to the petitioner's email dated 15.04.2023 seeking clarification, respondent No. 3 issued an email dated 20.04.2023 ("impugned Demand Email"), whereby an amount of Rs. 4,01,700/- was arbitrarily demanded from the petitioner. The said demand was raised under the alleged head of "Private Coaching Charges" for a period of approximately 15 months.



8. The impugned Demand Email further threatened the petitioner with permanent debarment from the stadium facility in case of non-payment of the said amount.
9. Hence, the present Petition.
10. Ms. Gupta, learned counsel appearing for the respondents, supports the impugned order.
11. At the outset, she states that prayer 'b' has been rendered infructuous, inasmuch as the petitioner has already been permitted to use the facility strictly in accordance with the applicable rates and charges. She clarifies that whenever the petitioner conducts coaching sessions, he pays the prescribed coaching charges, and whenever he uses the facility to play with friends/partners, he is charged only under the "pay and play" category, without any coaching fee being levied.
12. She further contends that in his email dated 15.04.2023, the petitioner has unequivocally admitted to having committed certain defaults and has tendered an apology for the same. According to her, this admission leads to the irresistible conclusion that all 577 sessions in question were coaching sessions, thereby rendering the petitioner liable to pay coaching charges for the entirety thereof.
13. She also invites attention to the email of the petitioner's business partner, Mr. Amjad Ali Khan who had earlier been granted a coaching contract to substantiate the respondents' stand.
14. I have heard learned counsels for the parties and perused the material on record.
15. In ***Ministry of Information & Broadcasting, Govt. of India v. Cricket Assn. of Bengal, (1995) 2 SCC 161***, it was held as under:



“75. It can hardly be denied that sport is an expression of self. In an athletic or individual event, the individual expresses himself through his individual feat. In a team event such as cricket, football, hockey etc., there is both individual and collective expression. It may be true that what is protected by Article 19(1)(a) is an expression of thought and feeling and not of the physical or intellectual prowess or skill.”

16. Keeping this in mind, this Court observes that sporting activities are not merely recreational engagements but play a vital role in fostering physical fitness, mental well-being and discipline. Regular participation in sports contributes to the overall health of individuals and promotes a balanced lifestyle. Access to sporting facilities, therefore, assumes significance, particularly in contemporary times when sedentary habits and lifestyle-related ailments are on the rise.
17. In the present case, the communications dated 15.04.2023 and 27.02.2023 are reproduced as under:-



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Date 15 April 2023

ANNEXURE P-3 (Colly)

To,
Maj. Gen. Suresh Mangain, SM (Rtd.)
Secretary, DDA Squash and Badminton Stadium
Siri Fort Road, New Delhi-110049

Subject: Seeking permission to play and apologise for the mistake

Respected Sir,

Courteously, I am Abdur Rahman a professional squash player and I have been playing at the squash and badminton stadium, sirifort for the last 8 years.

With due respect sir, I've been trying to reach out to you and have been unsuccessful due to certain reasons. I understand that you are really occupied, but would really be grateful if you could take the time to go through this letter. Sir, I'm a professional squash player and I would like to set up my career in the sport and contribute to the growth of the sport for the country.

I understand that inadvertently there have been certain shortcomings on my part in following certain rules and regulations at the DDA Squash and Badminton stadium at Sirifort. I understand that I could have followed the rules more strictly. I am apologetic for any violation that I may have caused

I hope you understand that I'm actually in a state of depression because at this age I find myself not being allowed to play and squash is my lifeline. This is such a wonderful facility built by the government of India and I may not be deprived from playing. I am still very young and learning the ropes and I look forward to playing at this facility.

I greatly appreciate your support till now, and I would look forward to continued support to help me grow my career in this sport. I am looking forward to you granting me permission to play by the official rules at this stadium from now on which unfortunately has been denied for reasons unknown to me.

I hope that you will consider my request and grant me permission or give me time to come for a meeting to apologise to you in person as well. Looking forward to a positive response.

Yours Sincerely
Abdur Rahman
Contact No: 9560410644

Rm
True Colly



(Annexure - III)

27-02-2023

To,

Maj. Gen. Suresh Mangain, SM (Retd.)
Secretary, DDA Squash and Badminton Stadium
Sirifort Road, New Delhi-110049

Subject: Reply to the Show Cause Notice dated 16-02-2023
(File No. F2(421)SBS/DDA/2020-21/40)

S & B Stadium	
Dairy No.	126
Date	28/02/2023
File No.	
Secretary	

Respected Sir,

I am in receipt of the above show cause notice. As an athlete and as a coach, I am little anxious to receive a second show cause notice from you in a span of two months. Frequently dealing with show cause notices does impact my training schedules. Be that as it may, my reply to the show cause notice is as under: -

1. **Reply to paragraph 1:** The paragraph 1 of the show cause notice refers to an earlier letter dated 07-02-2023 where it was pointed out that it is my duty to report of any personal coaching being conducted by any outsider or anyone in my staff. It is humbly stated that if personal coaching is given by an outsider, then it is not only a loss of revenue for the DDA but also a loss of revenue for my academy. And therefore, it has always been my endeavour to ensure that no outside coaches give coaching without following the procedure set-out by the DDA.
2. **Reply to paragraph 2 and 3:** In paragraph 2, it is stated that I have outsourced 'personal coaching' to Infinite Squash/Infinite Sports Management Pvt. Ltd.'. It is most respectfully stated that I have not outsourced personal coaching to either Mr. Abdur Rehman or anyone else. In fact, on an earlier occasion one of my staffs Mr. Vijay Rawat had verbally lodged a complaint on 12-06-2022 at the SBS reception regarding personal coaching being given by Mr. Abdur Rehman. The authorities at SBS had taken steps to stop Mr. Rehman from giving personal coaching. However, for reasons not known to me Mr. Rehman resumed personal coaching. In any event, it is respectfully stated that I have no authority to ask Mr. Rehman or any other coach who is giving personal coaching on the "Pay and Play" side to show me the coaching slip or to ask as to who has authorised them to conduct coaching on the "Pay and Play" side.
3. **Reply to paragraph 4:** I most humbly state that I try to run the coaching academy to the best of my abilities and have been fairly successful in giving good results. In last three years, several of my students have won national and international championships. In fact, they come to you with pride and feel honoured to get pictures clicked with you while holding their trophies and medals. All this is in the spirit of showing acknowledgment to the DDA/SBS for extending support to them by ensuring that the coaches and the facility are available for their training. As mentioned above, I would like to extend all necessary cooperation and assistance to make sure that no personal coaching takes place unless the outside coaches have followed the procedure set-out by the DDA. Further, if you think fit, you may issue appropriate orders and a notice

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Minuted

28/2/23



authorizing me to conduct checks of the outside coaches giving coaching on the Pay and Play side. It may also be noted that the Academy conducts the coaching class during the allotted time which is between 8 am to 10 am and 2 pm to 6 pm. It is possible that outside coaches may come during non-coaching hours of the Academy. Since I am not present during non-coaching hours, I urge the SBS to ensure that proper checks may be conducted during non-coaching hours to prevent breach of personal coaching rules of DDA.

4. **Reply to paragraph 5:** It is not correct that I have connived with Mr. Abdur Rehman in any manner whatsoever. If I had indeed connived, then I would not have asked my staff to lodge a complaint against Mr. Abdur Rehman way back in June, 2022 for conducting personal coaching. It is correct that I was appointed as Director in Infinite Sports Management Pvt. Ltd sometime in 2020. However, I resigned from this position sometime later. It is unfortunate that steps for removing my name have not been taken yet. In any event, I respectfully submit that just because my name is shown as a Director of a Company, it does not mean that I am conniving with other Directors of the Company. Further, I have enquired and found out that Infinite Sports Management Pvt. Ltd has not conducted any commercial activity since its inception. If Mr Abdur Rehman has used the play arena for 418 times in two years, he has used it in his personal capacity. If DDA has suffered loss because of that, then DDA should take steps to recover the losses directly from Mr Abdur Rehman. Further, in respect of any other issue concerning Mr Abdur Rehman, DDA/SBS should directly deal with him and resolve the issue rather than asking me for explanation. Further, I respectfully say that instead of waiting for such a long time, SBS should have stopped Mr Abdur Rehman much earlier.
5. **The Show cause notice is answered as above.** At the end, I may add that since we share the common objective of promoting sports, instead of sending a show cause notice, I wish you had called me for a personal interaction to address the issues raised in your letter/show cause notice. I would have most willing come to offer the explanation and chalk out a strategy to address the problem of unauthorised coaching.

Thanking you.

Amjad Ali Khan
21/02/23
Amjad Ali Khan
Squash Coach

Copy to:

Commissioner (Sports)
B-Block 4th Floor Vikas Sadan, INA, New Delhi-110023

Director (Sports)
C-Block 3rd Floor, Vikas Sadan, INA, New Delhi-110023



18. A bare perusal of the aforesaid communications would demonstrate that at no point has the petitioner admitted to having imparted coaching in all 577 sessions during which he utilized the facility. Likewise, the email dated 27.02.2023 does not contain any such admission. In the absence of any categorical acknowledgment on the part of the petitioner, the respondents' inference to the contrary is wholly misconceived and unsustainable.
19. Further, the impugned demand of ₹4,00,000/- has been raised without issuance of any Show Cause Notice and without affording the petitioner an opportunity of being heard. The action is thus in blatant violation of the principles of natural justice.
20. Additionally, the petitioner is a person of national repute and it would be in the fitness of things that he is permitted to impart skills to young kids, students of the game and people who are desirous of learning to play Squash.
21. Mr. Savla, learned senior counsel, states that the petitioner, in the spirit of the sport and as a sportsman, assures and undertakes that as and when he will give coaching, he will pay the coaching charges and wherever he goes to play with partner/ friends, he will pay the "pay and play charges".
22. For the said reasons, the present petition is allowed and impugned demand email dated 20.04.2023 is hereby set aside.
23. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

FEBRUARY 13, 2026 (MS)