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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 11779/2021**

MADHU GUPTA

.....Petitioner

Through: Mr. Nishant Anand, Ms. Gunjan
Bansal, Mr. Naman Singhal,
Mr. Tarun Choudhary, Advs.

versus

**DELHI DEVELOPMENT AUTHORITY THROUGH ITS
CHAIRMAN**

.....Respondent

Through: Mr. Sanjay Katyal, SC for DDA with
Ms. Latika Malhotra, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.04.2026

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

“a) Issue a writ of certiorari or any other appropriate writ, order or direction in the nature thereof thereby quashing the Demand Letter dated 09.01.2015 bearing No. F.12(121)78/NZIE/CS/DDA/Pt./2103 whereby the Respondent Authority has levied the Composition Fee of Rs. 2,90,86,198/- (Rupees Two Crores Ninety Lakhs Eighty-Six Thousand One Hundred & Ninety- Eight Only) upon the Petitioner; AND/OR

(b) Issue a writ of certiorari or any other appropriate writ, order or direction in the nature thereof thereby quashing the Letter dated 19.06.2015 bearing No. F12(121)78/NZIE/CS/DDA/pt./2804 whereby the Respondent



Authority stated that in case of failure to deposit Composition Fees, the case for cancellation of the Sub Lease Deed will be processed; AND/OR

(c) Issue a writ of mandamus or any other appropriate writ, order or direction in the nature thereof thereby directing Respondent Authority to grant extension of time and permission to the Petitioner for carrying out construction of said Plot as permissible under the DDA Rules; AND/OR...”

2. A perusal of facts shows that the petitioner is seeking quashing of demand letter dated 09.01.2015, where the respondent authority has levied a composition fees of Rs. 2,90,86,198/- as a condition for granting extension of time for construction of residential building in the plot of land.

3. It is the case of the petitioner that the petitioner is the lawful owner of Plot No. 121, situated at Northern Zone Insurance Employees Cooperative House Building Society Ltd. (LIC Colony), Village Nangloi, Delhi, measuring 200 sq. yards, having derived title through a chain of succession originating from her adoptive father, Late Shri Jugal Kishore Aggarwal.

4. A perpetual sub-lease in respect of the said plot was executed on 04.03.1978 in favour of Shri Jugal Kishore Aggarwal. Prior to his demise on 09.01.1982, he executed a Will dated 16.12.1981, whereby he bequeathed the said property to his wife, Smt. Bimla Kumari, for her lifetime, and thereafter to the petitioner, his adopted daughter. Upon his death, the property was transferred in the name of Smt. Bimla Kumari on 27.07.1983. Smt. Bimla Kumari subsequently passed away on 02.04.1985 intestate.

5. The petitioner being the only surviving legal heir became entitled to the said plot by way of intestate succession. Thereafter, the petitioner has been



writing to the respondent DDA seeking mutation of the property in her name.

6. On 09.01.2015, the petitioner was surprised to receive the letter seeking the amount of Rs. 2,90,86,198/- on account of composition fee for belated period of construction.

7. Admittedly, perpetual lease deed contained Clause No. 5 to complete construction within two years.

8. The petitioner filed the present writ petition on 04.10.2021 to challenge the letter dated 09.01.2015 that is after a period of more than six and a half years.

9. There is no satisfactory explanation as to why the petitioner chose to sleep over her rights for an inordinate period of six and a half years. The law on delay and laches has been crystallised by the Hon'ble Supreme Court in various judgment and more particularly in **Mrinmoy Maity v. Chhanda Koley, (2024) 15 SCC 215**. The relevant paragraphs read as under:

“9.An applicant who approaches the court belatedly or in other words sleeps over his rights for a considerable period of time, wakes up from his deep slumber ought not to be granted the extraordinary relief by the writ courts. This Court time and again has held that delay defeats equity. Delay or laches is one of the factors which should be borne in mind by the High Court while exercising discretionary powers under Article 226 of the Constitution of India. In a given case, the High Court may refuse to invoke its extraordinary powers if laxity on the part of the applicant to assert his right has allowed the cause of action to drift away and attempts are made subsequently to rekindle the lapsed cause of action.



10. The discretion to be exercised would be with care and caution. If the delay which has occasioned in approaching the writ court is explained which would appeal to the conscience of the court, in such circumstances it cannot be gainsaid by the contesting party that for all times to come the delay is not to be condoned. There may be myriad circumstances which gives rise to the invoking of the extraordinary jurisdiction and it all depends on facts and circumstances of each case, same cannot be described in a straitjacket formula with mathematical precision. The ultimate discretion to be exercised by the writ court depends upon the facts that it has to travel or the terrain in which the facts have travelled.

11. For filing of a writ petition, there is no doubt that no fixed period of limitation is prescribed. However, when the extraordinary jurisdiction of the writ court is invoked, it has to be seen as to whether within a reasonable time same has been invoked and even submitting of memorials would not revive the dead cause of action or resurrect the cause of action which has had a natural death. In such circumstances on the ground of delay and laches alone, the appeal ought to be dismissed or the applicant ought to be non-suited. If it is found that the writ petitioner is guilty of delay and laches, the High Court ought to dismiss the petition on that sole ground itself, inasmuch as the writ courts are not to indulge in permitting such indolent litigant to take advantage of his own wrong. It is true that there cannot be any waiver of fundamental right but while exercising



discretionary jurisdiction under Article 226, the High Court will have to necessarily take into consideration the delay and laches on the part of the applicant in approaching a writ court.”

(emphasis added)

10. Further, the contention of the petitioner that she made six representations post 09.01.2015 is without merit as it is a settled law that representations do not extend the period of limitation. The same has been held in ***Surjeet Singh Sahni v. State of U.P.***, (2022) 15 SCC 536, relevant paragraph reads as under:

“8. As observed by this Court in a catena of decisions, mere representation does not extend the period of limitation and the aggrieved person has to approach the Court expeditiously and within a reasonable time. If it is found that the writ petitioner is guilty of delay and laches, the High Court should dismiss it at the threshold and ought not to dispose of the writ petition by relegating the writ petitioner to file a representation and/or directing the authority to decide the representation, once it is found that the original writ petitioner is guilty of delay and laches. Such order shall not give an opportunity to the petitioner to thereafter contend that rejection of the representation subsequently has given a fresh cause of action.”

(emphasis added)

11. In view of the above, I am of the opinion that when a suit seeking the same relief is barred by limitation, the said principle will apply to the writ Court as well.

12. Additionally, no satisfactory explanation has been given for the delay



of 6 ½ years in filing the petition.

13. Hence the present petition is dismissed on ground of delay and laches.

JASMEET SINGH, J

APRIL 9, 2026/NG