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

+ **W.P.(C) 15305/2022**

ASHISH KAPOOR & ORS.

.....Petitioners

Through: Mr. Ajay Vikram Singh Ms. Priyanka
Singh Mr. M Aamir Faiyaz, Advs.

versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Ms.Vrinda Kapoor, Ms. Saumya
Soni, Mr. Vishal Vaid, Ms. Muskan Narang,
Advocates for R1

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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18.02.2026

1. This is a writ petition filed under Article 226 of the Constitution of India seeking the following prayer(s):-

“a. Issue a Writ of Certiorari or any other Writ, Order or Direction calling upon the Respondent (Delhi Development Authority) to refund the amount of Rs. 1,25,75,927/- along with 18% interest from the date of deposited of the said amount by the Petitioners under protest in view of the illegal demand raised by the Respondent as composition charges.”

2. The brief facts are that one plot bearing No. C-336 in Government School Teachers CHBS Ltd. in Saraswati Vihar, Delhi (*“said property”*) was sub-leased by the respondent i.e., Delhi Development Authority (*“DDA”*) to one Ms. Pushpa Kapoor, daughter of Sh. Rai



Sahib Nar Singh Dass, *vide* a sub-lease deed executed on 19.10.1975.

3. Ms. Pushpa Kapoor passed away intestate in the year 1977, without any Class-I legal heirs. Thereafter, in 1978, Sh. Harish Kapur, real brother and Class-II Legal heir of deceased Ms. Pushpa Kapoor, filed a Probate Case being PC No. 384 1994. Later, the Court *vide* order dated 30.07.2008 in M.C.P. No. 07/2007 ordered to issue Letter of Administration in favour of Ashish Kapoor i.e., the petitioner No.1 and Amulya Kapoor, Pratima Kapoor.
4. In the Probate Case, Letter of Administration was granted on 27.01.2011, on the basis of a compromise arrived at between the contesting parties. Subsequently, on 30.08.2011, the petitioners moved an application for mutation of the said property in their name. On 08.02.2012, the petitioners again filed a reminder for mutation.
5. However, the mutation was not affected in their favor by the respondent.
6. The Government School Teachers CHBS Ltd. Saraswati Vihar, Delhi Society intimated the respondent that the Conveyance Deed in favour of one Mr. Jagdish Mittal in the said property has been obtained on fictitious papers.
7. Consequently, the Class-II legal heirs of the deceased Ms. Pushpa Kapoor filed a writ petition being W.P.(C) No. 4561 of 2012 for direction to the respondent to mutate the said property in their name, which was disposed of *vide* order dated 17.09.2013 with direction to petitioners to file fresh application for mutation and to respondent to process expeditiously.
8. The petitioners filed fresh application for mutation on 27.12.2013 and



filed reminder on 19.05.2014.

9. Later, a Relinquishment Deed was executed on 13.07.2017, wherein Pratima Kapoor and Amulya Kapoor relinquished their share in the said Property to Sh. Ashish Kapoor, Smt. Jyoti Nayar and Smt. Asha Trehan i.e., the petitioners.
10. Finally, the mutation of the said property was completed by the respondent in name of the petitioner on 24.12.2018. Thereafter, the petitioners requested for extension of time for construction and waiver of compensation on the said land *vide* letter dated 11.01.2019, which was accepted by the respondent but on depositing composition fee of Rs. 1,25,75,927/-.
11. The petitioners duly deposited Rs. 1,25,75,927 under protest.
12. The Conveyance Deed was executed on 22.12.2020 in favour of the petitioners.
13. The Petitioners on 12.02.2021 moved an application for refund of the composition amount of Rs. 1,25,75,927/- as the delay in construction was in view of the pending suit for grant of letter of administration and conveyance deed.
14. However, the respondent did not refund the composition amount. Hence, the present petition.
15. Mr. Singh, learned counsel for the petitioners, states that in the present case, the petitioners were not at fault. From the year 1978 till 2011, the title of the petitioners was pending adjudication before competent Courts of law. Thereafter, the respondent had wrongly mutated the property in some other person's name and the same was rectified in the year 2018 only. The petitioners sought extension of time only once



thereafter and is not responsible for the delay of about 40 years in construction.

16. Ms. Kapoor, learned counsel for the respondent, opposes the petition and states that the delay in construction was on account of inter se disputes and the respondent is not a party to the same. Additionally, the petitioners have already deposited the entire composition fee and it is only thereafter the extension was granted.
17. She relies upon office order dated 09.09.2019 and more particularly paragraph No. 5 which reads as under:-

“5.Delegation of powers for permitting EOT is as below:-

(i) On payment of composition fees as per the above chart in para 3, Dy. Director of the concerned land branch is authorized to issue EOT.

(ii) In cases where EOT is granted on old/existing composition fee rates, the Director of the concerned land division is authorized to issue EOT.

(iii) Cases where allottee claim relaxation/waiver of composition fees for compelling reasons (such as stay of construction by orders of a statutory authority) will be put up to the Lessor i.e. the Hon’ble LG of Delhi.

(iv) Cases of Government departments/organizations seeking waiver of composition fees will be decided by,VC, DDA.”

18. I have heard learned counsels for the parties.
19. Reliance is correctly placed on ***Vijaya C. Gursahaney v. Delhi Development Authority, 2013 SCC OnLine Del 913***, wherein a



Coordinate Bench of this Court held as under:-

“10. In view of the aforesaid law laid down by this Court, indubitably the Vice-Chairman has the power to condone the delay without composition where there are internecine disputes amongst the legal heirs of the original allottee and to direct the DDA to take account of the period spent in litigation. The logic behind this is simple. It is only when mutation is effected by the DDA after resolution of the pending litigation that it would be possible for the legal heirs to pursue their application for extension of time to carry out the construction. The present case, in my considered opinion, stands on an even better footing, in that the litigation was pending between the DDA and the Petitioner in respect of a demand raised by the DDA for mutating the plot in the name of the Petitioner. There is no gainsaying that till the mutation was effected, the Petitioner could not have pursued his application for extension of time for construction.”

(Emphasis added)

20. Additionally, a legal opinion was drawn by the Law Department, DDA with respect to issue of waiver of composition fee and the legal opinion reads as under:-

“There is no reason as to why the above observation made by the Hon’ble Court should not apply to the facts of the present case. It is not possible for the applicants to pursue their application for extension of time or for construction of building till mutation is allowed in their favour. They came



into picture only when their right to mutation was established and mutation has been allowed. Therefore, the composition fee ought not to be levied/charged in the peculiar facts and circumstances of the case.”

21. I am of the view that in the present case, the delay is not attributable to the petitioners. The petitioners could have only commenced construction once the petitioners had clear title to the property (which was in the year 2011) and thereafter, mutation was carried out in their favour (which was in the year 2018).
22. The judgment of ***Vijaya C. Gursahaney (supra)***, supports the said view. The legal opinion, as reproduced above, also is on the same lines.
23. For the said reasons, the petition is allowed and the respondent shall return the composition fee to the petitioners expeditiously and not later than 6 weeks from today.
24. Mr. Singh, learned counsel for the petitioners, states that the petitioners are not seeking any interest.
25. In case the amount is not paid within 6 weeks from today, the same shall carry interest at the rate of 9% per annum.
26. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

FEBRUARY 18, 2026 / (MS)