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

Date of decision: 2nd February, 2026

Uploaded on: 4th February, 2026

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W.P.(C) 13904/2025

MOHD ASAD

.....Petitioner

Through: Mr. Sudhir Kumar Ojha, Adv.

versus

MUNICIPAL CORPORATION OF DELHI

.....Respondent

Through: Ms. Namrata Mukim, SC for MCD,
Ms Niharika Singh and Ms. Sakshi
Saxena, Advs.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MADHU JAIN

Prathiba M. Singh, J. (Oral)

1. This hearing has been through hybrid mode.
2. The present petition has been filed by the Petitioner- Mohd. Asad under Articles 226 and 227 of the Constitution of India, *inter alia*, seeking issuance of an appropriate writ directing the Respondents for issuance of relocation letter as also a *Tehbazari* site in favour of the Petitioner, who claims to be a *Tehbazari* site holder in Bapu Market, Delhi.
3. The case of the Petitioner is that he was running a vend, selling readymade garments at Bapu Market in front of Gandhi Maidan Parking, Chandni Chowk, Delhi-110006. According to the Petitioner, the *Tehbazari* holders were evicted from the said Bapu Market site for development of a multi-level car parking facility.
4. The Municipal Corporation of Delhi (hereinafter, 'MCD'), according



to the Petitioner, had decided to re-locate them to Mata Sundari Marg, Delhi.

5. Ld. Counsel for the Petitioner submits that a notice was issued to Petitioner on 27th February, 2012 for change of/transfer of the *Tehbazari* site in the name of the Petitioner at Bapu Market, Delhi. Further, the Petitioner is stated to have deposited the charges of Rs. 1,00,000/- for which a receipt has also been filed on record.

6. The case of the Petitioner is that despite the repeated orders passed by this Court in similarly placed matters, the *Tehbazari* sites have not been allotted. The prayer in this writ petition is as under:

i) issue directions to the respondent for issuance of relocation letter as well as Tehbazari site in favour of the petitioner as per the fees receipt No. 095010 dated 27/2/12 and letter dated 27-02-2012 issued by the respondent, for the survival of the petitioner and his family member

ii) Any other relief(s) or order(s) which this Hon'ble Court may deem fit and proper may also be granted in favour of the petitioner and against the respondent authorities, in the ultimate aim of justice.

7. Ld. Counsel for the Petitioner concedes that this is the second writ petition filed by the Petitioner. The earlier writ petition which was filed by the Petitioner was withdrawn by him. Ld. Counsel for the Petitioner submits that Petitioner having deposited the relocation charges ought to be given the *Tehbazari* site at the new location.

8. On behalf of the Respondent, Ms. Mukim, Ld. Counsel submits that the Petitioner has not come to the Court with clean hands. Ld. Counsel submits that in fact the Petitioner has transferred the rights and the *Tehbazari* site to one Smt. Nirmala Gupta with whom he was initially in a partnership.



Thereafter, *vide* agreement dated 30th March, 2016, the rights and the *Tehbazari* site being site no. 3543 have been transferred to Smt. Nirmala Gupta. All the documents have been placed on record.

9. Ms. Mukim, Id. Counsel for the Respondent submits that the present petition deserves to be dismissed.

10. Heard. The counter affidavit has been filed in this matter long back on 17th October, 2025. No rejoinder has been filed by the Petitioner. Clearly, there is no reason as to why this Court should not believe the documents placed on record by the MCD which shows that the Petitioner no longer has any locus in respect of the *Tehbazari* site being site no. 3543.

11. The documents reveal that initially the Petitioner had entered into a partnership deed with Smt. Nirmala Gupta dated 15th March 2016 *vide* which the Petitioner and Smt. Nirmala Gupta entered upon a partnership for the business of Computer Stationery, Photostat, etc under the name, 'M/s Nirmal Photo State' at *Tehbazari* Site No. 3543. Thereafter, a dissolution deed dated 30th March, 2016 was signed between the Petitioner and Smt. Nirmala Gupta *vide* which the partnership between the Petitioner and Smt. Nirmala Gupta was dissolved.

12. The Petitioner, thereafter, made a General Power of Attorney in favour of Smt. Nirmala Gupta on 30th March 2016 regarding the *Tehbazari* site No. 3543. On the very same day *i.e.*, 30th March 2016, an agreement to sell the said *Tehbazari* site was entered upon the Petitioner and Smt. Nirmala Gupta and the *Tehbazari* site No. 3543 was sold to Smt. Nirmala Gupta for a total consideration of Rs. 1,20,000/-.

13. There is no denial of these documents at all either in pleadings or in oral submissions. The Petitioner has shockingly not revealed any of these



documents in the Petition and is conveniently seeking rights for the *Tehbazari* site which he has already transferred – albeit contrary to law.

14. The present Petition is accordingly not liable to be entertained as the Petitioner does not have any rights in law or in equity. The Court is actually inclined to impose heavy costs upon the Petitioner, however, considering that the Petitioner is a *Tehbazari* holder and may not be of established economic means, the petition is dismissed with costs of Rs. 10,000/- to be deposited with the Delhi High Court Legal Service Committee. The bank details of the Delhi High Court Legal Service Committee are as under:

- ***Name: Delhi High Court Legal Services Committee***
- ***Account No: 15530110008386***
- ***IFSC Code: UCBA0001553***
- ***Bank and Branch: UCO Bank, Delhi High Court***

15. The said costs shall be deposited within a period of two weeks.

16. List for compliance on 9th March, 2026. If the costs are not deposited, stringent action would be liable to be taken against the Petitioner .

17. The present petition is disposed of in the above terms. Pending applications, if any, are also disposed of.

**PRATHIBA M. SINGH
JUDGE**

**MADHU JAIN
JUDGE**

FEBRUARY 2, 2026/ys/ck