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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 9075/2005 & CM APPL. 24959/2022

RAMESH RANI & ANR.

.....Petitioners

Through: Mr. Dhanesh Relan and Mr. Shikhar
Misra, Advocates.

Versus

D.D.A.

.....Respondent

Through: Mr. M. K. Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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23.04.2026

1. The present Petition has been filed under Articles 226 and 227 of the Constitution of India, 1950 seeking the following prayers:

“a) A writ of certiorari thereby quashing the letters dt. 29.1.2003 demanding a sum of Rs. 7,77,003/- and letter dt. 2.8.2004 demanding a sum of Rs. 1,13,53,482/- and subsequent letters dt. 21.10.2004, 22.12.2004 and 7.4.2005 reiterating the said demand of Rs. 1,13,53,482/- (provisional) repeatedly, on account of misuse charges in respect of property bearing no. B-1/5A, Janakpuri, New Delhi.

b) A writ of mandamus thereby calling upon the respondent to convert the leasehold rights of the said property bearing No. B-1/5A, Janakpuri, New Delhi into freehold and also to issue conveyance deed in favour of the petitioners.

c) Any other writ, order, or direction, which this Hon'ble court deems fit and proper in the present circumstances of the case, be also passed in favour of petitioners in interest of justice.”

2. The Petitioner No.1 had purchased the Plot bearing No. B-1/5A, Janakpuri, New Delhi (“**Property**”). Vide an Agreement to Sell dated



27.11.1987 from its previous owner, Sh. Shubh Karan Daas (“**Erstwhile Owner**”). On 04.12.1987, a registered Power of Attorney was executed by the Erstwhile Owner in favour of Petitioner No. 2. On 30.06.1995, the Petitioners paid a sum of ₹49,000/- *vide* Challan No.097870 and another sum of ₹40,244/- *vide* Challan No.097871 as composition fee demanded by the Respondent. On 01.12.1997, Petitioner No. 2 made an Application to the Respondent for conversion of the Property from leasehold to freehold and paid ₹1,77,151/- as conversion charges and ₹200/- as processing fee. On 14.01.1998, Respondent sent a letter to the Petitioners demanding payment of further amount for conversion of the Property from leasehold to freehold. Accordingly, the Petitioners paid a sum of ₹1,12,789/- on 03.06.1998. On 09.11.1998, the Respondent sent a demand of ₹2,79,939/- on account of composition fee which was also paid by the Petitioners on 12.08.1999.

3. On 12.10.1999, the Respondent made another demand of ₹37,792/- on account of interest on the balance payment of composition fee. Further, the Respondent assured the Petitioner that on payment of the said amount of ₹37,792/-, the conversion of the Property from leasehold to freehold shall be effected.

4. However, the Petitioners received a demand of ₹7,77,003/- on account of misuse charges from March 1999 to 28.06.1999 *vide* letter dated 29.01.2003 from the Respondent for the conversion of the Property from leasehold to freehold. *Vide* letter dated 02.04.2003, the said demand of ₹7,77,003/- was reiterated by the Respondent. The Petitioners responded to the Respondent’s demand by way of reply dated 21.05.2003 stating that as per the Policy notified by the Central Government, the case of conversion cannot be withheld on the basis of misuse at site. It was further stated that



only the first floor of the Property was let out to Moongipa Software Limited *vide* lease agreement dated 10.06.1999 and prior thereto no activity of commercial nature was conducted in the Property.

5. Despite the reply dated 21.05.2003, the Petitioners received a demand of ₹1,13,53,482/- as misuse charges from March 1999 till 11.08.2003 *vide* letter dated 02.08.2004 from the Respondent. The said demand was reiterated *vide* letters dated 22.12.2004 and 07.04.2005. Accordingly, the Petitioners filed the present Petition.

6. The learned Counsel for the Petitioners stated that the Respondent could not have charged the misuse charges from the Petitioners as the same is contrary to the Respondent's own Policy dated 05.05.2016. As per the said Policy in the cases where the report about misuse is available on the file and show cause notices were issued but the allottee had denied violations and no further inspection was undertaken by the Respondent, the affidavit from the Petitioner along with the recent photograph of the property and certification by way of affidavit from two witnesses / registered RWA certifying that there was and / is no misuse of the property may be accepted in lieu of inspection of DDA and no misuse charges to be levied.

7. The Petitioners claim that they are covered under the above Policy dated 05.05.2016. Learned Counsel for the Petitioners submits that the Petitioners may be heard in the terms of the aforesaid Policy by the Respondent and the Petitioners are ready and willing to pay the misuse charges in terms of the said Policy.

8. For the said reasons, it is directed that the Respondent shall call the Petitioners and give a personal hearing and, thereafter, pass a speaking order within a period of four weeks from the date of hearing in accordance with



the applicable Policies of the Respondent regarding the misuser charges including the Policy dated 05.05.2016. The Petitioners shall appear before the concerned Director of the Respondent on 07.05.2026 at 2:30 PM.

9. In view of the above, the demand raised by the Respondent *vide* letters dated 29.01.2003 and 02.08.2004 and the subsequent letters reiterating the said demand of misuse charges in respect of the Property bearing No. B-1/5A, Janakpuri, New Delhi stand quashed.

10. With the aforesaid direction, the Petition is disposed of. All pending Applications also stand disposed of.

TEJAS KARIA, J

APRIL 23, 2026

‘gsr’