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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 11<sup>th</sup> September, 2025**+ **W.P.(C) 17458/2022 & CM APPL. 55653/2022****ASHU KUMAR GUPTA****.....Petitioner****Through: Mr. lakshay Sawhney, Mohammad  
Huzaifa, Advocates (M:8755554896)****versus****NEW DELHI MUNICIPAL COUNCIL & ORS. ....Respondents****Through: Ms. Ankita Sarangi, ASC for NDMC****CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J (ORAL):**

1. The present writ petition has been filed seeking directions to respondent-New Delhi Municipal Council ("NDMC") to relocate the Shop of the petitioner, i.e., *Shop No. 13, Pan Thara, Jantar Mantar, New Delhi-110001*, to one of the proposed viable and feasible sites, as detailed in *Annexure P-21* (colly) of the present writ petition.
2. Learned counsel for the petitioner submits that the shop in question was initially allotted in favour of one Sh. Deepak Kumar *vide* License Deed dated 21<sup>st</sup> June, 2013. Subsequently, the petitioner entered into a partnership with the said Sh. Deepak Kumar on 06<sup>th</sup> January, 2016. Subsequently, the said partnership was dissolved *vide* Dissolution Deed dated 02<sup>nd</sup> May, 2016.
3. Learned counsel for the petitioner relies upon the Circular dated 16<sup>th</sup> August, 2016 issued by Estate-I Department, NDMC, regarding the transfer



of license on partnership basis. By relying upon the aforesaid policy, learned counsel for the petitioner submits that the transfer of license on the basis of partnership is recognized the NDMC.

4. He further draws the attention of this Court to *Annexure P-11*, which is the Statement of Account in respect to the shop in question to submit that as per the document of NDMC, the petitioner is still in occupation of the shop in question, and has been paying license fee at an enhanced rate.

5. Learned counsel for the petitioner further draws the attention of this Court to *Annexure P-8*, which is a letter dated 05<sup>th</sup> September, 2017, written by the petitioner to the respondent-NDMC, requesting for transfer/regularization of the shop in question in favour of the petitioner herein.

6. Pursuant to such request for transfer by the petitioner, the NDMC wrote a letter dated 03<sup>rd</sup> December, 2018, to the said Sh. Deepak Kumar, regarding confirmation of the documents, i.e., Partnership Deed dated 06<sup>th</sup> January, 2016 and Dissolution Deed Dated 02<sup>nd</sup> May, 2016.

7. In response to the aforesaid letter dated 03<sup>rd</sup> December, 2018, *vide* letter dated 18<sup>th</sup> December, 2018, the said Sh. Deepak Kumar confirmed the said documents in respect of the shop in question, in favour of the petitioner.

8. This Court further takes note of the submission made by learned counsel for the petitioner that cheques towards the enhanced license fees are duly deposited by the petitioner.

9. The petitioner also relies upon a letter received under the Right to Information Act, 2005, wherein, the petitioner has been recognized as occupant of the area in question.

10. *Per contra*, learned counsel appearing for the respondent-NDMC



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submits that the policy of the NDMC for transfer under Clause 6 of the Circular dated 16<sup>th</sup> August, 2016, is under review. She, thus, submits that no transfers have taken place on that ground.

11. She further draws the attention of this Court to *Annexure P-23*, i.e. the Speaking Order dated 17<sup>th</sup> February, 2023, passed by the Deputy Director Estate-I, whereby, the prayer of the petitioner for relocation to some other place has been rejected.

12. Learned counsel for the respondent-NDMC further submits that the License Deed in favour of Sh. Deepak Kumar, i.e., the original licensee, itself states that the License shall not be transferred on the basis of partnership.

13. Having heard learned counsels for the parties, this Court notes that the occupation of the petitioner has already been recognized by the NDMC, by allowing the petitioner to continue to be in occupation of the shop in question, since 2016, on the basis of the Partnership Deed dated 06<sup>th</sup> January, 2016.

14. This Court takes note of the circular dated 16<sup>th</sup> August, 2016 issued by the Estate-I Department, NDMC and in particular, Clause 6 which encapsulates the policy regarding the transfer of license on partnership basis, which reads as under:

“xxx xxx xxx

96. Transfer of licence on Partnership basis:

- (i) All cases before the date of issuing this circular i.e. 16/8/2016 shall be governed as per the Council's resolutions application as on that date.



- (ii) For prospective cases of transfer: Prior permission of the NDMC is made mandatory in terms of the modified clause no. 9 of the standard Licence Deed before entering into partnership or to allow any person to use the shop in any manner during the valid term of licence subject to enhancement of the existing licence fee by 50%. In default of such prior permission, the licensee/occupant shall be liable for eviction and ejectment being unauthorized occupant besides forfeiture of the security deposit and damage charges.
- (iii) ✓ For pending cases of transfer: Partnership entered before the date of issuing this circular i.e. 16.8.2016, NDMC will entertain such cases, irrespective of whether the same was done during the valid term of licence or after expiry of the licence, as an exceptional case. If the occupant now seeks the permission of the NDMC at this belated stage, such transfer cases shall be regularized after forfeiting the earlier security deposit by the licensee and subject to enhancement of the licence fee by such percentage as per the respective Council's resolutions applicable as on that date for each such transfer and completion of other required formalities like deposit of fresh security deposit, etc.
- (iv) In cases, wherein the licence holder has died and has nominated any other person or organization for using whole of such premises only for purposes such as literature, science, art and social service, without any commercial usage, in such cases the application for transfer of licence, alongwith an undertaking by the applicant to not use such premises for any commercial purpose, may be considered on case to case basis, subject to enhancement of the licence fee by 50%. In case of date of such transfer is before the date of issuing this circular i.e. 16.8.2016, enhancement of the licence fee will be by such percentage as per the respective Council's resolutions applicable as on that date for each such transfer. If at any time, it is found that such premises is used for commercial usage, then licence of such premises will stand terminated after giving a notice of 21 days to such licence holder by Director (Estate).
- (v) Transfers are freely allowed (except in case of premises granted under special considerations such as SC/ST/OBC/Physically challenged etc.) in the above manner only.
- (vi) In case of date of entry of partnership on or after issuing of this circular i.e. 16.8.2016, there will be 30% enhancement in the licence fee. In case of date of entry of partnership before 16<sup>th</sup> August, 2016 enhancement of the licence fee will be by such percentage as per the respective Council's resolutions applicable as on that date for each such partnership.
- (vii) If the status of the individual licensee is converted into the Private Limited Companies, the same shall be permissible subject to enhancement in the



existing licence fee by 50%. The existing/proposed private limited companies/companies seeking transfer shall have to submit annual declaration indicating change in equity holding pattern, if any. Whenever, there is change in equity holding pattern of more than 25%, the licence fee of such company shall be enhanced by 50% w.e.f. the date of change of such equity holding pattern.

- (viii) Any issue/point not covered under the above policy shall be decided by the Chairman on merits, while keeping the overall spirit of this policy
- (ix) Deletion of name of partner is allowed without any cost with prior approval of NDMC, subject to NOC from all other holders of that licence.
- (x) Cases involving multiple transfer are to be dealt in accordance with the above proposals.

xxx xxx xxx”

15. As per the aforesaid policy, in cases of transfer on the basis of partnership, enhanced license fees shall be recovered by the NDMC. Thus, in this regard, this Court takes note of the document on record which clearly evidences that the petitioner has been paying and the NDMC has been accepting, license fees for the said premises at enhanced rates. When NDMC itself has been accepting the enhanced license fee from the petitioner, the occupation of the petitioner has clearly been recognized by the NDMC.

16. It is to be noted that on the basis of his partnership deed with the original licensee, i.e., Mr. Deepak Kumar, the petitioner wrote a letter dated 05<sup>th</sup> September, 2017 to the NDMC requesting for transfer/regularization of the shop in question in favour of the petitioner. Pursuant to this letter, the NDMC wrote a letter dated 03<sup>rd</sup> December, 2018, which reads as under:



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Annexure K-9

NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI  
ESTATE DEPARTMENT - I

(175)

No.D-1135/SO(Estate-I)/2018

Date 03/12/2018

Sh. Deepak Kumar  
S/o. Late Sh. Bansil Lal,  
R/o. 305, Vartalok Apartment,  
Sector-4, Vasundara,  
Ghaziabad

**Sub: Confirmation of Documents in respect of Pan Thara at Jantar Mantar Road, New Delhi**

This department has received a letter signed by Sh. Ashu Kumar Gupta, S/o. Sh. Ashok Kumar Gupta, R/o. 7-7/3, Flat, Jantar Mantar Road, New Delhi-110001 vide which he has intimated that you took him as partner in Pan Thara at Jantar Mantar Road, New Delhi vide partnership dated 6.1.2016 which was subsequently dissolved by you vide Dissolution Deed dt. 2.5.2016. Sh. Ashu Kumar Gupta has come up with the request to regularize the allotment of the said pan thara in his name. You have furnished the following documents alleged to have been signed and executed by you:-

1. Photocopy of Partnership Deed dt. 6.1.2016.
2. Photocopy Dissolution Deed dt. 2.5.2016.
3. NOC/Affidavit dt. 2.5.2016.

Before the department may consider this request for transfer/ regularization in the name of the Sh. Ashu Kumar-gupta on partnership/dissolution basis, you are requested to appear in person before the undersigned alongwith NOC in shape of affidavit and your photo identity proof in Room No. 5009, Palika Kendra, Sansad Marg, New Delhi within 10 days from the receipt of this letter to confirm whether the documents is genuine and duly signed by you.

JT. DIRECTOR-I (ESTATE-I)

17. In response to the aforesaid letter dated 03<sup>rd</sup> December, 2018, the original licensee, Sh. Deepak Kumar, confirmed the documents in respect of



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the shop in question in favour of the petitioner. The said letter is reproduced as under:

**Confirmation of documents in respect of Pan Thara at Jantar Mantar Road, New Delhi before Jt. Director (Estate-I).**

I, Deepak Kumar, S/o Late Sh. Bansi Lal, R/o 305, Vartalok Apartment, Sector-4, Vasundara Ghaziabad appeared before the Jt. Director (Estate-I) on 18.12.2018 for confirmation of the following documents submitted by Sh. Ashu Kumar Gupta, S/o Sh. Ashok Kumar Gupta, R/o 7-7/3, Flat, Jantar Mantar Road, New Delhi-110001 for the transfer/regularization of licence of Pan Thara at Jantar Mantar Road, New Delhi in his name on partnership/dissolution basis.

1. Partnership Deed dated 06.01.2016
2. Dissolution deed dated 02.05.2016
3. NOC/affidavit dated 02.05.2016

I confirmed that the aforesaid document are signed by me and have no objection if the licence of Pan Thara at Jantar Mantar Road, New Delhi be transfer/regularized in the sole name of Sh. Ashu Kumar Gupta, S/o Sh. Ashok Kumar Gupta on partnership/dissolution basis. I shall not claim for the same in future.

(Deepak Kumar)

Jt. Director (Estate-I)

18. Perusal of the aforesaid letter clearly shows that the documents pertaining to the partnership deed and dissolution deed between the petitioner and the original licensee were duly confirmed to the NDMC by the said original licensee. Further, the original licensee also gave a no objection if the license of the premises in question, were to be transferred/regularized in the name of the petitioner.

19. Further, this Court also takes note of the document maintained by the respondent-NDMC, in the normal course of its business, wherein, the



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NDMC has recognized the occupation of the petitioner. The said document is reproduced as under:

S. No.	Details	
1	Premises Address	Pan Thara, Jawahar Natar Road New Delhi
2	Type of premise	Shop / Stall / Kiosk / PAN Thara / Others
3	Area	Available / Not Available
	If available (in sq.ft. / sq. meter)	
4	Property	Vacant / Allotted
5	Mode of Allotment	Tender / Rehabilitation / Tehbazari / Others
6	If mode of allotment tender, whether allotted to Reserve Category; if yes, name of the Category.	
7	Possession letter	Issued / Not Issued / Not Available
8	Possession taken over or not.	Yes / No
9	Licence Deed	Executed / In-executed / Not Available
10	Date on which licence last renewed	15
11	Amount of licence fee on date of such renewal	
12	Licence valid upto	
13	EPID generated / bills are being issued or not.	
14	EPID	
15	Name of Allottee	
16	Date of Allotment	
	If available, then Date of Allotment	





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17	Amount of monthly licence fee.	To be filled by IT Programmers 799.
18	Total Outstanding amount in the last billing cycle.	To be filled by IT Programmers —
19	Name of the occupant if other than allottee	Sh. <del>Devi</del> Kumar Gupta
20	Basis of Occupation if name exists in No-19.	Legal Heir Basis / Partnership Basis / Others
21	Trade	Pow-Biri - Cigg. & Aerated Water
22	Trade Category i.e.	Licensable / Non-Licensable / Others
23	Category of the unit i.e.	A / B / C / D / Others
24	Date of last enhancement of Licence Fee.	To be filled by IT Programmers
25	Due date of the next enhancement of licence fee.	To be filled by IT Programmers
26	As on date property Sealed or not.	Sealed / Not Sealed
27	As on date Licence Cancelled or not.	Cancelled / Not Cancelled
28	Details of pending court cases i.e. EO/ DC/ HC / SC / Other	Yes / No ( — )
29	Any request pending for licence fee.	Yes / No
30	Type of request	Renewal / Legal Heir / Partnership / Clubbing / Renovation / Others etc.
31	Next of kin details	Revision fee Rs. 100/-
32		—

VS  
Signature of Dealer



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20. Perusal of the aforesaid document clearly shows that the name of the petitioner is clearly mentioned in Serial No. 19 as the occupant of the shop in question. Further, at Serial No. 20 of the aforesaid document, it is clearly recognized that the occupation of the petitioner is on the basis of partnership. Further, Serial no. 31 of the aforesaid document clearly shows the said case to be that of revision of fee and transfer.

21. Thus, this Court notes that the status of the petitioner as a transferee of the shop in question, has been duly recognized by the NDMC, though, no formal order in that regard may have been passed by the NDMC.

22. This Court further notes the fact that the petitioner has been depositing the enhanced license fees with the NDMC, which is duly been accepted by the NDMC for the last many years.

23. Further, the NDMC itself, in its own document, has noted the fact with regard to the occupation of the shop in question by the petitioner on the basis of a partnership.

24. This Court takes note of the submissions made by learned counsel for the respondent that the policy of the respondent-NDMC for transfer of license on the basis of partnership is under review. Though the said policy of the NDMC may be under review, the fact remains that on the basis of the subsisting policy, the petitioner has not only been allowed to continue to be in occupation of the premises in question for the last many years, but the NDMC has also been accepting license fees at enhanced rate from the petitioner.

25. Thus, considering the fact that the petitioner has been in occupation of the shop in question for a long time, this Court is of the view that the prayer of the petitioner for relocation to some other feasible site ought to be



considered by the respondent-NDMC, as per its rules and regulations in that regard.

26. As regards the submission of the NDMC that its policy of transfer on the basis of partnership is under review, it is held that consequences would automatically follow in case NDMC was to review its policy ultimately and bring out a new policy.

27. The issue of regularization of the occupation of the petitioner is not before this Court, and the same would be governed by the policy of the NDMC in this regard. However, the fact remains that the petitioner is in occupation of the shop in question for a long time, and enhanced license fee is also being taken by the NDMC from the petitioner. Therefore, the long occupation of the petitioner, since the year 2016, cannot be ignored.

28. It is clarified that the present order shall not be interpreted to confer any right or title over the shop in question in favour of the petitioner, in violation of any policy of the NDMC. Final orders in that regard shall be passed by the NDMC on the basis of its policy. Anyway, the said issue is not before this Court and is not being adjudicated in the present proceedings.

29. The present order is being passed only on the basis of the occupation of the petitioner, which stands recognized as on date by the NDMC, in view of the detailed discussion hereinabove.

30. Accordingly, it is directed that the respondent-NDMC shall consider the request of the petitioner for allotment of an alternate site, without going into the issue as regards the status, right or title of the petitioner with respect to the shop in question.

31. The aforesaid request of the petitioner shall be considered independently by the NDMC, on the basis of its policy.



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32. With the aforesaid directions, the present writ petition, along with the pending application, is disposed of.

**SEPTEMBER 11, 2025/au**

**MINI PUSHKARNA, J**