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

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Judgment Delivered on: 12.08.2025

+ W.P.(C) 15107/2024 and CM 48961/2025

MR DEEPAK DUGGAL

.....Petitioner

Through: Mr. Mohit Chaudhary, Mr. Kunal Sachdeva, Ms. Katyayani Vajpayee and Ms. Meghna, Advocates.

Versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Mr. G.S. Oberoi, ASC with Mr. J.S. Oberoi, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

VIKAS MAHAJAN, J (ORAL)

1. The present petition has been filed by the petitioner seeking a direction to respondent/DDA to process the mutation application of the petitioner preferred on 01.03.2016 in respect of property bearing no. A-31/4, Rewari Line Industrial Area, Mayapuri, Phase-I, New Delhi (hereinafter referred to as the '**property**') in favour of petitioner in a time bound manner. Further, prayer has been made seeking direction to respondent/DDA to process the application for conversion of the property from leasehold to freehold as applied on 01.03.2016.

2. The undisputed facts of the case set out in the present petition are that petitioner's father namely Sh. Kuldeep Rai Duggal [hereinafter the



‘allottee’] was allotted the property by respondent/DDA on leasehold basis *vide* perpetual lease deed on 25.09.1968.

3. Subsequently, *vide* letter dated 21.06.1971, the DDA appears to have cancelled the lease alleging that allottee had executed a sub-lease agreement in favour of Syndicate Bank.

4. The allottee, namely, Kuldeep Rai Duggal had filed a civil suit challenging the cancellation and seeking declaration to the effect that cancellation of the lease was *ultra vires* and against the law. Further, relief of perpetual injunction was also sought. The said suit, registered as Suit no. R-349/93, was decreed by the Court of Sh. Balbir Singh, Sub-Judge, Delhi *vide* judgment and decree dated 22.09.1993, whereby the order of cancellation of lease was held to be *ultra vires* and against the terms of lease. The relevant part of the said judgment reads thus:

“5. The order of cancellation of the lease is ultra vires and against the terms of lease and & breach of an obligation existing in favor of the plaintiff and an invasion of the plaintiff's right to enjoyment of his property. It is, therefore, just and expedient that it may be declared that the cancellation of lease is ultra vires and against law and same cannot be cancelled by serving a letter and defendant be restrained from taking possession of the land, building and fixtures by coercive methods as threatened in the impugned order dated 21st June, 1971 of the defendant and without taking recourse of law. If the defendant is not restrained from taking possession in such arbitrary manner as threatened by the defendant, it will result into multiplicity of judicial proceedings and the plaintiff is bound to suffer damage and injury which cannot be compensated in money. Plaintiff is also entitled to a declaration that the action of the defendant in cancelling the lease is ultra vires, without Jurisdiction and arbitrary.

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11. I have considered the facts of the present case and the judgments referred to by the plaintiff's counsel. I agree with the contentions of the plaintiff's counsel and I am of the view that the lessor has no right to cancel the lease deed in question. The defendant has no right to apply coercive methods to take possession of the suit property. In view of the discussion made above, the suit of the plaintiff is decreed as prayed for declaration and injunction with costs of the suit. Decree sheet in terms of the Judgment be prepared and file be consigned to Record Room."

[emphasis supplied]

5. After the said judgment, allottee approached DDA vide letter dated 08.05.1998 and apprised about the judgment and decree passed by the Court of Sh. Balbir Singh, Sub-Judge, Delhi and also furnished a copy of the said judgment.

6. Later, the allottee-Kuldeep Rai Duggal is stated to have expired on 30.08.2013. He was survived by his following Class-I legal heirs:

Sr. No.	Name	Age	Relationship with deceased
1.	Kanta Duggal	77	Wife
2.	Deepak Duggal	58	Son [petitioner]
3.	Sushma Sahni	57	Daughter
4.	Renu Chawla	55	Daughter
5.	Sangeeta Khurana	53	Daughter
6.	Rajni Kwatra	48	Daughter

7. The Class-I legal heirs, other than the petitioner, had executed a relinquishment deed dated 01.09.2015 in favour of petitioner herein on the basis of which he acquired absolute rights in the property. Thereafter, petitioner had applied to the respondent/DDA on 01.03.2016 for mutating



the property in his name, as well as, for conversion of property from leasehold to freehold. Since there was no response from DDA, petitioner was constrained to file the present writ petition.

8. Respondent/DDA has filed their counter-affidavit taking an objection that judgment and decree was passed by the Court of Sh. Balbir Singh, Sub-Judge as early as on 22.09.1993, but execution of the same was never filed by petitioner. Therefore, no relief can be sought by the petitioner as period of 12 years has elapsed since the passing of the judgment and decree dated 22.09.1993 and the execution itself is barred by law.

9. Mr. Mohit Chaudhary, learned counsel appearing on behalf of petitioner has referred to the decision of the Full Bench of Punjab and Haryana High Court in *Prakash Chand v. Sh. S. S. Grewal, I.A.S. Chief Secretary to Government of Punjab and Ors., 1974 SCC OnLine P&H 43*, to contend that in case of declaratory decree, filing of Execution is not warranted as such decree cannot be executed, it only declares the rights of decree-holder *qua* the judgment-debtor and does not, in terms, direct the judgment-debtor to do or refrain from doing any particular act or thing. The relevant excerpts from the said decision on which reliance has been placed by Mr. Chaudhary reads thus:

“19. A declaratory decree, in my opinion, cannot be executed as it only declares the rights of the decree-holder qua the judgment-debtor and does not, in terms, direct the judgment-debtor to do or to refrain from doing any particular act or thine. Since there is no command issued to the judgment debtor to obey, the civil process cannot be issued for the compliance of that mandate or command. The decree-holder is free to seek his legal remedies by way of suit or otherwise on the be is of the declaration given in his favour. Question 2 is answered accordingly.”



[emphasis supplied]

10. He further submits that aforesaid decision of the Full Bench of Punjab and Haryana High Court was also subsequently relied upon and affirmed by the Hon'ble Apex Court in *State of M.P. v. Mangilal Sharma, (1998) 2 SCC 510*.
11. *Per contra*, Mr. G.S. Oberoi, Additional Standing Counsel, for the respondent/DDA has argued on the lines of counter-affidavit.
12. The passing of judgment and decree dated 22.09.1993 by the Court of Sub-Judge, Delhi is not in dispute, nor it is the case of the respondent/DDA that any appeal was preferred against the said decree. Therefore, the said judgment and decree attained finality.
13. The only surviving controversy is that whether the petitioner ought to have filed separate execution to get the said decree executed, if yes, whether such execution has become time barred.
14. Having heard the rival contentions of the learned counsel for the parties, this Court is of the view that after having obtained declaratory decree *vide* judgment dated 22.09.1993, no execution of the same was required to be filed in view of the law laid down in *Prakash Chand* (supra) and *Mangilal Sharma* (supra).
15. Since the cancellation of lease was declared *ultra vires* and against the law, therefore, by virtue of said declaration, the *status quo ante* stood restored, and filing of separate 'execution' or issuance of civil process to get the lease deed restored was not warranted under law.
16. Thus, the position which emerges is that after cancellation of lease was declared unlawful, the lease deed in favour of the allottee stood restored automatically. In that view of the matter, the stand taken by DDA that



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petitioner ought to have filed a separate execution, or that the execution has become barred by law, is not tenable.

17. Accordingly, there is no impediment in granting the relief as prayed for in the present petition.

18. Consequently, the writ petition is allowed and DDA is directed to process the mutation application dated 01.03.2016 submitted by petitioner with regard to property bearing no. A-31/4, Rewari Line Industrial Area, Mayapuri, Phase I, New Delhi, in accordance with rules. Let needful be done within a period of six (06) weeks.

19. Thereafter, the respondent/DDA shall process the application of petitioner for conversion from leasehold to freehold, subject to the petitioner complying with other requisite conditions, within a period of eight (08) weeks from the date of mutation.

20. In case any further documents are required from petitioner for the purposes aforesaid, the respondent/DDA is at liberty to call upon the petitioner to furnish the same.

21. Petition stands disposed of in the above terms.

22. Pending application shall also stand disposed of.

VIKAS MAHAJAN, J

AUGUST 12, 2025/jg