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

Judgment Reserved on: 23.03.2026

% ***Judgment Delivered on: 04.06.2026***

\+ **LPA 269/2025**

USHA RANI GUPTA .....Appellant

versus

DELHI DEVELOPMENT AUTHORITY & ANR. .....Respondents

Advocates who appeared in this case

For the Appellant : Mr. Sanat Kumar, Senior Advocate with Mr. Sanjay Sharma and Mr. Vinayak Batta, Advocates.

For the Respondents : Mr. Tushar Sannu, Mr. Vaibhav Tripathi and Mr. Praveen Bansal, Advocates for R-1 (DDA).
Ms. Mala Narayan, Mr. Shashwat Goel and Ms. Anjali Dhingra, Advocates for R-2 (IOCL).

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

CM APPL. 24187/2025(Exemption)

1. Exemption allowed, subject to all just exceptions.

2. The Application stands disposed of.

CM APPL. 24186/2025 & CM APPL. 24188/2025

3. These Applications are filed on behalf of the Appellant seeking condonation of delay of 10 days in filing and 10 days in re-filing the present Appeal.

4. Having heard the learned Counsel for the Parties and perused the averments made in the Applications, we are satisfied that the delay is sufficiently been explained.

5. Accordingly, the Applications are allowed and the delay of 10 days in filing and 10 days in re-filing the present Appeals is hereby condoned.

6. The Applications stand disposed of.

LPA 269/2025

INTRODUCTION

7. This is a Letters Patent Appeal ("**LPA**") under Clause X of the Letters Patent Charter read with the Delhi High Court Rules, 1966 assailing the judgment dated 19.12.2024 ("**Impugned Judgment**") passed in W.P.(C) 8598/2007 titled as '*Usha Rani Gupta v. Delhi Development Authority And Anr.*' ("**Writ Petition**") dismissing the Writ Petition.

FACTUAL MATRIX

8. The Appellant *vide* appointment letter dated 27.03.1978 was appointed as a dealer by *Indo Burma Petroleum Co. Limited* ("**IBP**") merged with Respondent No. 2, *Indian Oil Corporation Limited* ("**IOCL**") on 02.05.2007 for operating a retail outlet under the name of *M/s Shri Oil Company*.

9. Respondent No. 1, *Delhi Development Authority* ("**DDA**") *vide* allotment letter dated 11.03.1993 allotted a land measuring 1169.50 sq. mtrs. on main highway i.e., NH-24, near Pandav Nagar, Noida T-Point, Patparganj, Delhi to IBP for running the retail outlet of the Appellant. Thereafter, the said retail outlet was re-sited at Noida T-Point, Pandav Nagar on 14.07.1993. IBP had been paying the lease amount to the DDA regularly since 1993, when the new site was allotted and the same was accepted by the DDA till 2007.

10. The DDA *vide* letter dated 27.08.1997 ("**Cancellation Notice**") informed IBP that Respondent No. 2 neither vacated the old site nor paid the license fee as such the petrol pump site had been cancelled by the DDA. IOCL replied to the Cancellation Notice on 27.08.1997 itself, whereby DDA was informed that IOCL had stopped supplies of all petroleum products to the old site effective from 27.08.1997.

11. On 28.08.1997, IOCL addressed a further communication recording that a meeting had been held on 20.08.1997 between its Officers and the Vice Chairman, DDA, during which the issues between the Parties were discussed. By the said letter, IOCL requested the DDA to afford an opportunity to explain the position and to implement corrective measures, since, according to IOCL, no prior notice had been received by it. Insofar as the licence fee was concerned, it was stated that the same had already been deposited with the DDA. The DDA was, accordingly, requested to reconsider the matter, refrain from taking coercive steps, and permit the petrol pump to continue operating from the new site. Thereafter, no action was taken by the DDA pursuant to the Cancellation Notice, and the Appellant continued to operate the petrol pump without objection from the DDA.

12. In the meanwhile, owing to the increase in traffic in the area, the DDA proposed to connect the road coming from Noida with ITO Chungi / Laxmi Nagar, thereby converting the existing T-Point into a four-legged junction. Further, with a view to rendering the traffic signal at Noida T-Point signal-free, the DDA also proposed the construction of a flyover with cloverleafs at Noida Crossing.

13. The Appellant thereupon requested IBP to seek re-sitement of the existing site, as the same was situated too close to Noida T-Point. Pursuant

thereto, IBP by letters dated 15.12.1998, 07.04.1999 and 29.04.1999, requested the DDA to allot an alternative site in lieu of the existing location. The DDA neither responded to the aforesaid communications nor intimated that the allotment had already been cancelled. Thereafter, the DDA constructed a flyover and a cloverleaf at the said junction for the smooth flow of traffic towards Noida.

14. A writ petition, being W.P.(C) 5239/2002 titled *Hem Nalini Mehra & Ors. v. Govt. of NCT Delhi & Ors.* ("**W.P.(C) 5239/2002**"), was filed in the nature of a public interest litigation seeking appropriate directions for completion of road construction at Indraprastha Extension (Patparganj), Delhi. Although W.P.(C) 5239/2002 had no direct nexus with the present matter, in the year 2005, an application being C.M. No. 3453/2005 was moved therein by an NGO, namely *Delhi Vikas Manch*, raising certain issues concerning the petrol pump in question in the context of the flyover constructed at Noida T-Point on NH-24. Even in W.P.(C) 5239/2002, the DDA did not take the stand that the site stood cancelled and supported the Appellant against what were alleged to be false allegations concerning the petrol pump.

15. Various directions were passed by this Court in W.P.(C) 5239/2002 from time to time, ultimately culminating in an order dated 24.02.2006 directing closure of the retail outlet at its existing location.

16. Being aggrieved by the order dated 24.02.2006 directing closure of the retail outlet, the Appellant, as well as IBP approached the Supreme Court by way of Special Leave Petitions, being S.L.P.(C) Nos. 5192/2006 and 4350/2006 ("**SLPs**").

17. In the meanwhile, the DDA demanded lease money in respect of the site in question from IOCL by its letters dated 20.06.2006 and 19.03.2007 ("**Demand Letters**").

18. The SLPs were disposed of by the Supreme Court *vide* order dated 13.08.2007, observing that public interest was of paramount consideration and that, if the petrol pump in question required re-sitement, the DDA would be at liberty to do so. It was further observed that, if any adjustment could be made with regard to the petrol pump, the DDA would also be free to do so. The DDA was directed to take a decision on the issue forthwith.

19. By letter dated 01.10.2007, the DDA informed IOCL that the petrol pump in question was required to be shut down at its existing location and, accordingly, directed IOCL to close the same on 04.10.2007. By a communication of the same date, IOCL requested the DDA to allot an alternate viable site within the same trading area before closure of the retail outlet. It was further requested that, until such alternate site was allotted, the retail outlet be permitted to continue operating from the existing site.

20. In the intervening period, a letter dated 28.09.2007 was received by IOCL on 03.10.2007 from the DDA informing that the petrol pump site was cancelled in December 1997. IOCL was asked to hand over the vacant possession of the petrol pump site to the DDA.

21. The aforesaid letter dated 28.09.2007 was replied to by IOCL by way of communications dated 04.10.2007 and 09.10.2007, wherein it informed the DDA that it was unaware of the alleged cancellation of the petrol pump site in the year 1997, having only recently taken over the operations of IBP.

22. The Appellant thereafter instituted a writ petition, being W.P.(C) 7338/2007 titled *Usha Rani Gupta v. DDA & Anr.* ("**W.P.(C) 7338/2007**"), before this Court seeking a direction to the DDA to allot an alternate site for

the operation of the petrol pump outlet. While disposing of W.P.(C) 7338/2007 *vide* order dated 08.10.2007 ("**2007 Order**"), this Court directed the DDA to consider and decide the Appellant's application for re-sitement of the petrol pump.

23. Pursuant to the 2007 Order, the Appellant, by letter dated 15.10.2007, requested the DDA to allot a suitable alternate site within the same trading area for re-sitement of the petrol pump. The DDA, however, by letter dated 08.11.2007 ("**Refusal Letter**"), rejected the said request on the ground that the case was not covered under the existing policy.

24. Aggrieved by the Refusal Letter, the Appellant instituted the Writ Petition before this Court. By the Impugned Judgment, the learned Single Judge dismissed the Writ Petition, holding that the Appellant had concealed material facts and, having failed to challenge the Cancellation Notice, had approached the Court with unclean hands.

25. Being aggrieved by the Impugned Judgement, the Appellant has preferred the present Appeal.

SUBMISSIONS ON BEHALF OF THE APPELLANT

26. Mr. Sanat Kumar, the learned Senior Counsel for the Appellant made the following submissions:

26.1. On the issue of *locus standi* and privity of contract, reliance was placed on the decision of this Court in ***Aditya Oil Co. v. Indian Oil Corpn. Ltd.***, 2006 SCC OnLine Del 1464, wherein, in similar circumstances, the contention of the DDA regarding lack of privity was rejected. This Court held that, since the demand letters issued by the DDA to the oil company had also been marked to the dealer, the dealer was not only entitled to a show cause notice prior to cancellation of the allotment, but

could also not be denied the right to challenge such cancellation on the ground of absence of privity. In the present case as well, the communications issued by the DDA were marked to the Appellant, who was operating the retail outlet in the name of *M/s Shri Oil Company*.

26.2. Reliance was also placed on the order dated 07.11.2003 passed in ***Shiv Raj Singh v. Union of India***, C.W.P. 488/1995, wherein land had been allotted by the DDA to Bharat Petroleum Corporation. Upon a flyover being proposed in front of the retail outlet in question, the oil company sought allotment of an alternate site in lieu of the existing one. Since no action was taken by the DDA, the petrol pump dealer approached the Court by way of a writ petition seeking an alternate site. The writ petition was allowed, and the DDA was directed to allot a site to the oil company for operation of the dealer's retail outlet.

26.3. It was submitted that the Appellant has the requisite *locus standi* to seek quashing of the Cancellation Notice and allotment of an alternate site in lieu of the existing one, notwithstanding the fact that IOCL has not independently challenged the same. It was further submitted that IOCL has, throughout, supported the case of the Appellant.

26.4. The decision of the Supreme Court in ***Delight Grih Nirman Pvt. Ltd. v. Bharat Petroleum Corporation Ltd. & Ors.***, SLP (Civil) No. 27002/2023, relied upon by the learned Single Judge, is distinguishable and has no application to the facts of the present case. The said matter arose out of a private lease, whereas the present case concerns the DDA's allotment policy

governing retail outlets. It was also pointed out that, in ***Delight Grih Nirman Pvt. Ltd.*** (*supra*), the oil company had itself surrendered the site in question, whereas, in the present case, Respondent No. 2 continues to support the Appellant's claim.

26.5. The Appellant did not challenge the Cancellation Notice immediately upon receipt, since Respondent No. 2 had already approached the DDA seeking reconsideration of the cancellation on the basis that the grounds mentioned therein, namely continued operation of the old petrol pump and non-payment of licence fee, stood resolved or had been duly clarified. While Respondent No. 2 was actively taking up the matter with the DDA, the Appellant did not deem it appropriate to intervene in what was essentially a dispute between two public sector entities. Respondent No. 2 may not have challenged the Cancellation Notice, as the DDA did not take any precipitative or coercive action pursuant thereto.

26.6. The learned Single Judge, in the Impugned Judgment, held that by filing W.P.(C) 7338/2007 seeking allotment of an alternate site, the Appellant had given up any challenge *qua* restoration of the original site and had confined the relief sought to re-sitement or alternate allotment. The learned Single Judge held that the Appellant's contention regarding violation of the principles of natural justice could not be accepted, since, despite being aware of the Cancellation Notice in 1997, no proceedings were initiated for nearly ten years. However, the learned Single Judge did not appreciate that on 02.09.1997, the Appellant addressed a communication to the DDA seeking

restoration of the allotment on the ground that all supplies to the old retail outlet had already been discontinued. Thereafter, Respondent No. 2, by letter dated 09.09.1997, in continuation of its earlier communication dated 28.08.1997, again requested the DDA to withdraw the cancellation of the allotment. No response was received from the DDA to the aforesaid communications, nor was any action taken by it pursuant to the Cancellation Notice. Not only were Respondent No. 2 and the Appellant permitted to continue operating the retail outlet, but the DDA also continued to demand licence fee in respect of the site in question by way of the Demand Letters.

26.7. At the time of filing W.P.(C) 7338/2007, the Appellant was under the *bona fide* impression that the issue concerning the Cancellation Notice had already been laid to rest. Accordingly, in W.P.(C) 7338/2007, the Appellant did not challenge the Cancellation Notice and confined the relief sought to quashing of the letter dated 01.10.2007 and a direction to the DDA to allot an alternate site in lieu of the existing site.

26.8. It was only on 08.10.2007, during the course of hearing in W.P.(C) 7338/2007, that learned Counsel for the DDA referred to the Cancellation Notice. W.P.(C) 7338/2007 was thereafter disposed of by the 2007 Order, granting liberty to Respondent No. 2 as well as the Appellant to approach the DDA for allotment of an alternate site and further observing that, if either of them was aggrieved by any order that might be passed by the DDA, they would be at liberty to take appropriate action in accordance with law. By the Refusal Letter, the DDA rejected

the communications dated 04.10.2007 and 09.10.2007 addressed by Respondent No. 2, as well as the Appellant's letter dated 15.10.2007, stating that the request could not be acceded to as the same was not covered under the existing policy of the DDA.

26.9. In its Counter Affidavit dated 27.08.2008 filed in the Writ Petition, the DDA alleged that the Appellant had concealed and suppressed material facts. According to the DDA, the Appellant had incorrectly asserted in the Writ Petition that she was unaware of the Cancellation Notice. The DDA, in the Cancellation Notice, referred to a Show Cause Notice dated 26.12.1996 ("**SCN**"). The consistent stand of both Respondent No. 2 and the Appellant has been that the Cancellation Notice was issued without service of the SCN upon the Appellant. In this regard, reliance was placed on the letter dated 28.08.1997, wherein Respondent No. 2 had specifically stated that no SCN had been received by it.

26.10. From the office noting obtained by the Appellant from the DDA under the Right to Information Act ("**RTI**"), it was evident that the SCN had been issued through ordinary post and that, even according to the DDA, it could not be confirmed whether the SCN had actually been served upon the Appellant or Respondent No. 2. It was, therefore, contended that no SCN had been served upon Respondent No. 2 prior to issuance of the Cancellation Notice.

26.11. Reliance was also placed on the decisions of this Court in ***Madan Lal Mokhawal v. DDA***, 2005 SCC OnLine Del 207,

and ***DDA v. Jagdish Chopra***, Neutral Citation: 2008:DHC:2282-DB, wherein it was held that, in terms of Section 43(1) of the Delhi Development Authority Act, 1957 ("**DDA Act**"), read with Section 27 of the General Clauses Act, 1897 ("**General Clauses Act**"), all notices issued by the DDA are required to be served by registered post.

26.12. By permitting Respondent No. 2 and the Appellant to continue operating the petrol pump for more than ten years after the alleged cancellation, the DDA had, by its conduct, waived its right to rely upon the Cancellation Notice. Having taken no action pursuant to the said notice and having allowed the continued operation of the petrol pump, the DDA was estopped from thereafter acting upon or seeking to enforce the Cancellation Notice.

26.13. Reliance had been placed, in the course of arguments before the learned Single Judge, on the decision in ***Life Insurance Corporation of India v. O.P. Bhallah & Ors.***, 1989 SCC OnLine Pat 37. However, the said decision was not considered while passing the Impugned Judgment, on the ground that the Appellant was guilty of suppression of material facts.

26.14. Accordingly, the present Appeal be allowed and the Impugned Judgment is liable to be set aside.

SUBMISSIONS ON BEHALF OF RESPONDENT NO. 1 / DDA

27. Mr. Tushar Sannu, the learned Counsel for the DDA made the following submissions:

27.1. The Appellant's own case in the present Appeal is that she became aware, during the course of arguments in W.P.(C) 7338/2007, that the allotment of the petrol pump site in favour of Respondent No. 2 had been cancelled in the year 1997, the said retail outlet being operated by the Appellant as the dealer of Respondent No. 2.

27.2. The denial by the Appellant and Respondent No. 2, in the Writ Petition, of receipt of the Cancellation Notice issued by the DDA was demonstrably false and established deliberate concealment on the part of both. In this regard, the Appellant's reply dated 02.09.1997 to the Cancellation Notice had been received by the DDA *vide* Diary No. 020738 on 04.09.1997.

27.3. Respondent No. 2 was not only aware of the cancellation by virtue of its letter dated 09.09.1997, but that, even as per the Appellant's own letter dated 02.09.1997, Respondent No. 2 had informed the Appellant of the cancellation of the allotment of the petrol pump site. The Appellant had concealed the letters dated 02.09.1997 and 09.09.1997 from this Court.

27.4. In W.P.(C) 7338/2007, the Appellant had given up any challenge *qua* the cancellation of the allotment and the consequent closure of the petrol pump and had restricted the relief sought to alternate allotment in lieu thereof. *Vide* the 2007 Order, this Court directed the DDA to de-seal the premises for twenty four hours to enable the Appellant to remove the entire stock and further directed the DDA to consider re-sitement of the petrol pump in accordance with its policy within six weeks.

27.5. The issue of re-sitement was thereafter examined by the competent authority of the DDA, which concluded that, since the site had been cancelled nearly ten years earlier and Respondent No. 2 had failed to remove the violations despite subsequent requests by the DDA, the case did not fall within the re-sitement policy and could not be considered thereunder. It was emphasized that the re-sitement policy contemplates alternative allotment only to an existing petrol pump operating lawfully; since the present outlet was being operated without authority after issuance of the Cancellation Notice, it was not covered by the DDA's policy for re-sitement.

27.6. The present Appeal suffers from delay and laches, inasmuch as the allotment stood cancelled by virtue of the Cancellation Notice. According to the DDA, the Cancellation Notice was never withdrawn, and no communication was ever issued revoking the same. The Appellant herself, by letter dated 02.09.1997, had sought "restoration" of the allotment of the petrol pump site in favour of Respondent No. 2, thereby acknowledging the cancellation. No communication restoring the site in favour of Respondent No. 2 was ever issued.

27.7. From the date of the Cancellation Notice until October 2007, Respondent No. 2, through the Appellant, remained in wrongful occupation and unauthorized possession of land belonging to the DDA. Both the Appellant and Respondent No. 2 had concealed the fact that there had never been any withdrawal of the cancellation or restoration of the allotment in their favour.

27.8. Reliance was placed on the decision in ***Planet M. Retail Ltd. v. Select Infrastructure Pvt. Ltd.***, 2014 SCC OnLine Del 4869, for the proposition that possession of property by a licensee after termination of the licence is unlawful and cannot be protected as against the owner.

27.9. The present Appeal is also liable to be dismissed on the ground of lack of *locus standi*. According to the DDA, the site in question had been allotted on a temporary licence basis to Respondent No. 2, and there existed no privity of contract between the Appellant and the DDA. The site being only a temporary licence and no lease deed having been executed in view of the DDA's policy, cancellation of the site did not confer any vested right upon Respondent No. 2 to demand, or to be granted, an alternate site. Consequently, no fundamental or vested right of the Appellant, even assuming her to be acting as an agent of Respondent No. 2, was infringed.

27.10. Both the Appellant and Respondent No. 2 were fully aware, since 1997, that the allotment of the petrol pump site in favour of Respondent No. 2 had been cancelled. The denial, in the Writ Petition, by both the Appellant and Respondent No. 2 of receipt of the Cancellation Notice was false and clearly established deliberate concealment by both of them.

27.11. In view of Respondent No. 2's reply dated 09.09.1997 and the Appellant's reply dated 02.09.1997, Respondent No. 2 had itself informed the Appellant of the cancellation of the allotment of the petrol pump site. Therefore, the learned Single

Judge had rightly held in the Impugned Judgment that the Appellant had concealed vital documents for *mala fide* reasons.

27.12. The re-sitement policy provides for alternative allotment only to an existing petrol pump, whereas the present outlet was being operated without authority after issuance of the Cancellation Notice and, therefore, did not fall within the policy. It was pointed out that, since the entry and exit points to the site at Noida Mor, NH-24 had already been closed and the allotment of the site stood cancelled, Respondent No. 2 had been called upon to hand over vacant possession forthwith. The learned Single Judge had rightly relied upon the decisions of the Supreme Court in ***Rajasthan State Industrial Development & Investment Corpn. v. Diamond & Gem Development Corpn. Ltd.***, (2013) 5 SCC 470, and ***Pratima Chowdhury v. Kalpana Mukherjee and Another***, (2014) 4 SCC 196, to hold that neither the Appellant nor Respondent No. 2 could invoke the doctrines of waiver and estoppel.

27.13. The scope of interference in an LPA is limited. According to the DDA, the jurisdiction of this Court in such an appeal is confined to examining whether the learned Single Judge has committed any error of law in declining relief and does not extend to re-appreciation of evidence or substitution of findings unless the conclusions are perverse or wholly unsupported by the record.

27.14. The interference in an LPA is warranted only where the order or judgment under appeal suffers from patent illegality, and that such proceedings cannot be treated as an opportunity for the

aggrieved party to re-appraise evidence or challenge findings of fact. The Impugned Judgment comprehensively addressed all substantive issues raised, evaluated the documentary record, considered the applicable statutory provisions and precedents, and furnished clear and reasoned conclusions on each aspect of the matter. Therefore, the entire dispute stood duly adjudicated, leaving no aspect unexamined.

27.15. Accordingly, it was prayed that the present Appeal be dismissed with costs and that the Impugned Judgment be upheld.

ANALYSIS AND FINDINGS

28. We have heard learned Senior Counsel for the Appellant and learned Counsel for the DDA and have carefully considered the Impugned Judgment together with the material placed on record. At the outset, we note that the scope of interference in the present Appeal is circumscribed as the interference is warranted only where the learned Single Judge is shown to have committed a patent error of law, or where the findings recorded are perverse or wholly unsupported by the material on record.

29. The first contention urged on behalf of the Appellant is that the learned Single Judge erred in holding that the Appellant lacked *locus standi* to maintain the Writ Petition on account of the absence of privity of contract between the Appellant and the DDA. In this regard, reliance was placed on the decision of this Court in ***Aditya Oil Co.*** (*supra*), wherein it was held that, since the Demand Letters issued by the DDA had been marked to the dealer, the dealer could not be denied either the right to be heard or the right to challenge the cancellation.

It is true that, in the present case, the DDA's correspondence, including the Demand Letters, was addressed to and received by the Appellant, who was

operating the retail outlet. Hence, the Appellant cannot take a stand that the Cancellation Notice was not received and at the same contend that principles of natural justice were not followed on account of not giving opportunity of hearing despite there being lack of privity of contract. In case the Appellant had received the Cancellation Notice and the opportunity of hearing was not provided by the DDA, it was open for the Appellant to challenge the Cancellation Notice at the relevant time or at least when the Appellant became aware about the Cancellation Notice for the first time. However, the Appellant did not take any action. Hence, it is not open for the Appellant to rely upon ***Aditya Oil Co.*** (*supra*) for challenging the Cancellation Notice on the grounds of violation of principles of natural justice as no opportunity of hearing was given to the Appellant prior to the cancellation of the allotment.

30. In the Writ Petition, the Appellant took the specific stand that she was unaware of the Cancellation Notice. That assertion stands belied by the documents on the record. The DDA has placed on record a letter dated 02.09.1997 written by the Appellant herself to the DDA, within six days of issuance of the Cancellation Notice, specifically seeking "restoration" of the allotment. A person who is unaware of the cancellation notice cannot, in the ordinary course, write seeking restoration of the very allotment that stands cancelled. The Appellant's own communication dated 02.09.1997 thus constitutes clear and compelling evidence of her knowledge of the Cancellation Notice from the very inception.

31. Similarly, Respondent No. 2, by its letter dated 09.09.1997, expressly responded to the Cancellation Notice. Notwithstanding the existence of these documents, and despite the fact that both the Appellant and Respondent No. 2 were fully aware of the cancellation since 1997, neither Party disclosed the said letters in the Writ Petition; rather, both denied

knowledge of the Cancellation Notice. Such denial was plainly incorrect and amounted to suppression of documents going to the root of the matter.

32. It is a settled principle that a litigant who suppresses material facts and approaches a Court of equity with unclean hands is not entitled to discretionary relief. The jurisdiction of this Court under Article 226 of the Constitution is extraordinary and equitable in nature and cannot be invoked by a party that has misled the Court by withholding documents that bear directly upon the foundation of its case. The learned Single Judge was, therefore, fully justified in dismissing the Writ Petition on this ground alone, and we find no reason to differ from that conclusion.

33. It is the Appellant's contention that the Cancellation Notice was issued in breach of the principles of natural justice, inasmuch as the SCN referred to therein was never served upon either the Appellant or Respondent No. 2 by registered post, as required under Section 43(1) of the DDA Act read with Section 27 of the General Clauses Act, and that even the DDA's records obtained under the RTI did not conclusively establish service of the SCN.

34. We have considered the said submission of the Appellant, however, are unable to accept it. Even assuming that the SCN was not formally served, the fact remains that, upon receipt of the Cancellation Notice, both the Appellant and Respondent No. 2 had full and actual notice of the grounds on which the allotment stood cancelled and were afforded an opportunity to respond, which opportunity they have availed of. The grounds stated in the Cancellation Notice, namely the failure to vacate the old site and the non-payment of licence fee, were specifically addressed in the letters of Respondent No. 2 dated 27.08.1997 and 28.08.1997, as well as in the Appellant's letter dated 02.09.1997.

35. The principles of natural justice require that a party be afforded a reasonable opportunity of being heard before an adverse order is acted upon. They do not, however, operate to invalidate proceedings where the affected party had full knowledge of the action, participated in the process, and yet chose not to institute any formal challenge to the order for nearly a decade.

36. It is also significant that, when the Appellant eventually approached this Court by way of W.P.(C) 7338/2007, she expressly confined her prayers to the allotment of an alternate site and did not seek to challenge or quash / set aside the Cancellation Notice. Having elected not to assail the Cancellation Notice at that stage, the Appellant cannot now be permitted to revive such challenge after a lapse of ten years. We are, therefore, not inclined to entertain so belated a plea.

37. The Appellant further contended that, by accepting lease rentals and issuing the Demand Letters, the DDA had waived its right to rely upon the Cancellation Notice and was estopped from acting thereunder. We are unable to accept this submission as well. The legal position in this regard stands settled by the decisions of the Supreme Court in ***Rajasthan State Industrial Development & Investment Corpn.*** (*supra*) and ***Pratima Chowdhury*** (*supra*), wherein it has been clearly held that the doctrines of waiver and estoppel cannot be invoked against a statutory authority to create rights or entitlements contrary to law or governing policy.

38. The DDA's failure to act promptly upon the Cancellation Notice, or the issuance of the Demand Letters thereafter, could not have the effect of conferring a fresh right or licence upon Respondent No. 2 or the Appellant to continue in occupation of Government land after the allotment had already been cancelled. At no point did the DDA formally withdraw the Cancellation Notice or pass any order restoring the allotment in favour of

Respondent No. 2. Mere administrative action on the part of a public authority cannot operate to revive rights that had already stood extinguished.

39. Further, as held in ***Planet M. Retail Ltd.*** (*supra*), the possession of property by a licensee after termination of the licence is unlawful and cannot be protected as against the owner. The Appellant's continued operation of the retail outlet after issuance of the Cancellation Notice was, in the eyes of law, unauthorised occupation of Government land, and no equitable right can be founded upon such occupation.

40. As regards the Appellant's claim to re-sitement under the DDA's prevailing policy, the DDA has taken a position that the policy applies only to petrol pump outlets that are lawfully existing and operational at the time relocation becomes necessary. The object of the policy is to protect the legitimate interests of persons lawfully occupying allotted sites who are required to be displaced on account of road widening, infrastructure development, or other public interest considerations. The policy cannot be extended to a party whose occupation had ceased to have legal sanction from the year 1997 onwards. Since the allotment stood cancelled and was never restored, the Appellant cannot be regarded as operating a lawful or subsisting outlet so as to qualify for re-sitement.

41. The DDA, upon due consideration, has taken a reasoned and policy-based decision that the present case does not fall within the scope of the re-sitement policy. A determination of this nature, made by a statutory authority in accordance with its declared policy, does not warrant interference in exercise of writ or appellate jurisdiction unless shown to be arbitrary, *mala fide*, or contrary to law. No such case has been made out. The decision in ***Shiv Raj Singh*** (*supra*), relied upon by the Appellant, is distinguishable, as that case involved a subsisting allotment with no prior

cancellation. Likewise, ***Aditya Oil Co.*** (*supra*) dealt with a case where the allotment was still alive and was sought to be cancelled and is therefore inapplicable on facts.

42. We also note that, while disposing of the *SLPs vide* order dated 13.08.2007, the Supreme Court did not direct re-allotment as a matter of right. The Supreme Court merely left it open to the DDA to consider whether re-sitement was feasible or whether any adjustment could be made and directed that a decision be taken expeditiously. The DDA accordingly considered the matter and, by the Refusal Letter, assigned reasons for declining the request. We find no infirmity in that decision. The Appellant's reliance on ***Life Insurance Corporation of India*** (*supra*) is likewise misplaced, as that decision arose in an entirely different factual context and has no bearing on the controversy at hand.

43. Before parting with the matter, we consider it necessary to observe that the course of the present litigation discloses a pattern of conduct on the part of the Appellant that does not commend itself to a Court exercising equitable and discretionary jurisdiction. The Appellant was fully aware of the Cancellation Notice from September 1997. Despite such knowledge, she continued to operate the petrol pump for over a decade without instituting any formal proceedings either to challenge the Cancellation Notice or to seek restoration of the allotment. When she eventually approached this Court in W.P.(C) 7338/2007, she consciously confined her prayers to alternate allotment, thereby implicitly accepting the cancellation. Notwithstanding the same, in the subsequent Writ Petition, the Appellant denied all knowledge of the Cancellation Notice. The non-disclosure of the letters dated 02.09.1997 and 09.09.1997 was not a mere omission but was deliberate concealment of documents directly relevant to the core

controversy. Courts of equity, and Courts exercising jurisdiction under Article 226 of the Constitution, are not obliged to extend relief to litigants who fail to approach them with complete candour.

CONCLUSION

44. In view of the foregoing discussion, we find no merit in the present Appeal. The learned Single Judge has correctly appreciated the facts, applied the governing legal principles, and arrived at a conclusion that is reasoned and well supported by the record. No error of law, much less a patent error, has been demonstrated.

45. The Appellant and Respondent No. 2 are directed to hand over vacant and peaceful possession of the petrol pump site to the DDA forthwith, if the same has not already been handed over.

46. In the facts and circumstances of the present case, and particularly in view of the suppression of material facts, it is evident that the Appellant has approached this Court with unclean hands and has unnecessarily burdened the Court with an unmeritorious Appeal. Accordingly, by way of deterrence against such conduct, we deem it just and proper to impose costs of ₹50,000/- (Rupees Fifty Thousand only) upon the Appellant, which shall be paid to the DDA within a period of two weeks from the date of this Judgment.

47. Accordingly, the Impugned Judgment dated 19.12.2024 passed by the learned Single Judge is upheld and the present Appeal is dismissed with the aforesaid directions.

TEJAS KARIA, J

DEVENDRA KUMAR UPADHYAYA, CJ

JUNE 4, 2026/ *'N'*