



2026:DHC:8957-DB



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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 8th October, 2026

CNR No. DLHC010305492019

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W.P.(C) 7958/2019

SURENDER GUPTA

.....Petitioner

Through: Mr. Apoorv Singhal, Mr. Tanuj
Agarwal, Mr. Amit Kundu, Mr.
Ashfaq, Advocates.

versus

ASSTT. COMMISSIONER OF INCOME TAX, CIRCLE - 59(1), &
ANR.

.....Respondents

Through: Mr. Indruj Singh Rai, SSC with Mr.
Sanjeev Menon, Mr. Rahul Singh and
Ms. Priya Sarkar, JSCs along with
Mr. Gaurav Kumar and Mr. Prateek
Bhati, Advocates.

CORAM:

HON'BLE MR. JUSTICE DINESH MEHTA

HON'BLE DR. JUSTICE ADITI CHOUDHARY

J U D G M E N T

DINESH MEHTA, J. (ORAL)

1. By way of present writ petition, the petitioner prays for refund of Rs. 1,00,00,000/- along with interest which was recovered from the petitioner, a partnership firm though said demand was of Mr. Surender Gupta, an individual.

2. The facts in short are that a liquor shop was being run in the name and style of M/s. Surender Gupta, of which Mr. Surender Gupta was the

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proprietor. On 08.06.2017, Mr. Mahavir Mittal and Ms. Anu Mittal entered the business of said Surender Gupta and a partnership deed came to be executed, wherein Mr. Surender Gupta remained partner with 1% share while remaining 99% share was jointly held by Mr. Mahavir Mittal and Ms. Anu Mittal.

3. The grievance of the petitioner is that the respondents had recovered a sum of Rs. 1,00,00,000/- from M/s. Surender Gupta (firm) against the outstanding demand of Mr. Surender Gupta (individual for the assessment year 2011-12 and 2016-17). Admittedly, said amount of Rs. 1,00,00,000/- was recovered rather paid by way of two FDRs of Rs. 40,00,000/- each and one cheque of Rs. 20,00,000/-.

4. Learned counsel for the petitioner argued that the demand related to Mr. Surender Gupta who had a different Permanent Account Number, whereas the amount had been recovered from the petitioner firm, which was a different assessee having a separate Permanent Account Number.

5. On Court's query as to whether the petitioner has placed on record any document evidencing that the respondents were informed about the change in the constitution of said proprietorship concern of Mr. Surender Gupta (vide partnership deed dated 08.06.2017)? Learned counsel for the

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petitioner had no answer.

6. When the Court asked as to how can it be said that the amount of Rs. 1,00,00,000/- was recovered? When amount of Rs. 80,00,000/- had been realised from FDRs and Rs. 20,00,000/- was paid by way of cheque and not by any coercive measures (such as attachment of the bank account, etc.), learned counsel submitted that a notice was sent to the bank and it was under coercion that the present petitioner-firm had to handover the two FDRs and a cheque.

7. Learned counsel for the petitioner invited Court's attention towards the complaint which the petitioner had filed before the CPGRAMS on 06.02.2019 and the corresponding redressal dated 18.03.2019 and highlighted that the respondents had inquired and accepted the fact that the business of M/s. Surender Gupta was being conducted by a partnership firm in which Mr. Surender Gupta, having 1% share, is a sleeping partner.

8. Mr. Menon, learned counsel for the respondents, on the other hand, argued that the partners of the petitioner had handed over two FDRs and a cheque at their own will and volition. He submitted that the allegation of coercion is baseless and if there was any coercion, nothing prevented the petitioner to register a police complaint.

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9. He further submitted that a perusal of the report dated 18.03.2019 shows that there is a serious dispute between the partners of the firm, and Mr. Surender Gupta on one hand and remaining partners (Mr. Mahavir Mittal and Ms. Anu Mittal) on the other hand have been taking flickering stands. He added that there is a possibility that all of them have joined hands to defraud the revenue.

10. Having heard learned counsel for the parties, we are of the considered opinion that on 08.06.2017, the petitioner had tendered two FDRs of Rs. 40,00,000/- each and a cheque of Rs. 20,00,000/- to the respondents voluntarily. It might have happened that since the bank account was attached, the petitioner paid the amount but it cannot be said that the same was recovered forcefully.

11. As a matter of fact, the amount was deposited by M/s. Surender Gupta or recovered from Surender Gupta. There is nothing on record to show that the respondents were ever informed about the change in the constitution. The respondents were not informed even when the amount was paid or recovered. If the demand did not belong to the firm, there was no compulsion for the firm to have deposited the amount and in any event. That apart, if the amount has been paid by the firm in relation to the demand,

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which belonged to one of its partner (Mr. Surender Gupta), the same is essentially an inter-se dispute between the partners who are family members.

12. So far as the Department's action is concerned, on the date when the amount was handed over / tendered (08.06.2017), the respondents were not informed that the firm is a partnership firm comprising of three partners. The petitioners have informed the respondents only once the amount was paid / tendered.

13. A Writ Court is not meant for redressal of individual grievances or disputes between the partners inter-se. We do not find any illegality, error or arbitrariness so far as action of the respondent is concerned. Therefore, the relief as claimed in the present writ petition cannot be granted.

14. Writ petition, being devoid of merits and force, is accordingly, dismissed.

15. Pending applications, if any, stand disposed of.

**DINESH MEHTA
(JUDGE)**

**ADITI CHOUDHARY
(JUDGE)**

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