



2026:DHC:3046



\$~7 (Appellate)

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

+ W.P.(C) 344/2019

MUKESH GUPTA AND ORS. ....Petitioners

Through: Mr. Puneet Sharma, Adv.

versus

DELHI DEVELOPMENT AUTHORITY .....Respondent

Through: Mr. Sanjay Katyal, SC with Mr. Gaganmeet Singh Sachdeva, Mr. Harshpeet Singh Chadha and Mr. Hridyesh Khanna, Advs. for DDA

**CORAM:**

**HON'BLE MR. JUSTICE C. HARI SHANKAR**

**JUDGMENT (ORAL)**

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**10.04.2026**

**CM APPL. 7520/2025**

1. This is an application seeking adjournment of the matter which has been rendered infructuous and is accordingly disposed of.

**CM APPL. 33750/2023 & REVIEW PET. 172/2023**

2. Learned Counsel for the review petitioner seeks some time to acquaint himself with the matter.

3. Re-notify on 24 April 2026.

**REVIEW PET. 56/2020**

4. We have heard Mr. Sharma, learned Counsel for the review petitioner, at considerable length.



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5. the judgment dated 6 January 2020, rendered by me in WP (C) 344/2019, of which review is sought, held that the petitioners came into possession of the lands in question under General Powers of Attorney<sup>1</sup> executed in breach of the original allotment letters which were issued to persons in impecunious circumstances, prohibiting further lease or transfer of the land.

6. I had taken the view, therefore, that without proper permission of the DDA, such GPAs could not have been executed and the GPA holders could not, therefore, seek a right of conversion of the land from lease hold to free hold.

7. Mr. Sharma's fundamental argument is that the decision is contrary to the existing legal position.

8. He has first drawn my attention to a circular dated 28 April 1994, issued by Land Division, Ministry of Urban Development which read as under:

“No. H-11017/26/93-LD  
Government of India  
Ministry of Urban Development  
(Land Division)

Dated: the 28<sup>th</sup> April, 1994

To

Shri S. Roy,  
Commissioner (LD)  
Delhi Development Authority,

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<sup>1</sup> “GPA”, hereinafter



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Vikas Sadan,  
New Delhi.

Sub: - Conversion of leasehold rights into freehold.

I am directed to refer to the correspondence resting with your letter No. 27(7)/73-Lab. – Res dated 28.2.94 on the above cited subject and to say that the matter has been examined further but keeping in view the fact that decision to allow conversion in respect of properties as have changed hands on the basis of General Power of Attorneys, after recovery of surcharge at 1/3<sup>rd</sup> of the conversion fee, having been taken with the approval of Cabinet to bring such transactions to surface and avoid uncertainty about such transactions as had taken place, it would not be justified to insist on payment of unearned increase in such cases.

2. Further, it is a conscious decision taken with the approval of the Cabinet as clarified earlier also that conversion to freehold should be allowed in such cases after recovery of restoration charges and the surcharge as per the scheme. To deny this benefit would result in giving benefit to the law avoiding citizens who had not reported transactions. Such a situation cannot be justified. Moreover, the course of action suggested by you would not stand to legal scrutiny as advised by the legal experts. Therefore, in allowing conversion no financial loss or undermining the position of the lessor is involved rather this would result in transparent transactions and help the lease administering authorities and others in realising dues.

3. In this regard it may not be out of place to mention that these issues were discussed threadbare in the meeting held in the Ministry and attended by the representatives of the DDA. Decisions taken were after due consideration of all facts including decision of the Cabinet in this regard. Hence DDA should not have raised the same issues time and again go ahead as per guidelines/clarifications issued by the Ministry.

4. You are, therefore, requested to allow conversion in such cases without further delay and avoid harassment to the applicants who had made applications in this regard.

Yours faithfully,

Sd/-

(B.R. DHIMAN)

Under Secretary to the Govt. of India'



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9. The above circular does not, in any manner, state that a GPA holder, who has come into possession of the land in violation of the covenants of the original allotment letter, would be entitled, on the basis of the GPA, to seek conversion of the land from lease hold to free hold.

10. Mr. Sharma, thereafter, has referred me to a legal opinion by one of the legal advisors of the department, which is under cover of a letter dated 13 August 1993. Such a legal opinion, irrespective of its correctness, cannot, to my mind, constitute a basis to review the order of which review is sought.

11. Mr. Sharma thereafter has referred me to circular dated 9 April 2008, issued by the Office of Commissioner (LD), DDA, of which the following covenants / clauses are relevant:

“In supersession of this office circular No. F26)1)07/Coordn (LD)/24 dated 31st March, 2008, revised circular is as follows: -

The conversion policy was formulated by MOUD in 1992 and circulars on the subject have been issued from time to time by DDA. In order to streamline the process of conversion cases, the gist of relevant instructions issued from time to time with necessary clarifications are re-produced below:

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[b] Conversion of leased properties irrespective of any building violations or use violations will be allowed and a letter will be sent to MCD or Building Department of DDA for taking appropriate actions per rules.

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[e] In the cases where allotment has been cancelled or lease has



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been determined on account of unauthorized sale, conversion will be allowed after obtaining approval of Competent Authority for restoration of allotment/lease deed and on recovery of Restoration Charges.

[f] If lease has been determined and allotment has been cancelled on account of unauthorized construction and misuse, the lease will be restored without insisting on removal of breaches and conversion will be allowed subject to payment of all penal charges. This will also be applicable in the cases wherein GPA and Agreement to sell has been executed after determination of lease deed or cancellation of allotment. (As modified vide circular no. F.26 (1) 07/Coord/LD/06 dated 9.2.2009)

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[h] In the cases where lease have been determined or allotment have been cancelled after the date of GPA or Agreement to Sell, conversion may be allowed subject to recovery of restoration charges and other dues payable by the lessee.

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[n] Where a Show Cause Notice is issued for unauthorized sale for committing breach of terms and conditions of the lease deed and thereafter, conversion application is received from the GPA, the Show Cause Notice shall be deemed to be withdrawn and conversion applications be processed.”

**12.** None of the aforesaid clauses hold that a person who has come into possession of the land under a GPA executed in breach of the proscription against further transfer of the land contained in the original allotment letter, can seek conversion of the land from lease hold to free hold.

**13.** Mr. Sharma has placed on record a compilation of as many as 39 judgments which are stated to be dealing with the conversion policy. He has referred me to some such authorities. I do not find that any of the said decisions, to which Mr. Sharma has drawn my attention, rendered by Division Benches of this Court or by the



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Supreme Court, hold in any unambiguous terms that a person who has come into possession of the land under a GPA in breach of a proscription contained in the original allotment letter, proscribing further transfer, can seek conversion of the land from lease hold to free hold.

**14.** Even otherwise, it is well settled that a review petition cannot be an attempt to argue the entire writ petition again wholesale.

**15.** The very fact that the petitioner is seeking to rely on 39 judicial authorities in order to exhort this Court to review its judgment clearly indicates that no case for review exists.

**16.** Other issues raised in the review petition, according to me, do not fall within the scope of review.

**17.** The review petition is accordingly dismissed.

**C. HARI SHANKAR, J.**

**APRIL 10, 2026/aky**