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

Date of decision: 25th September, 2025

+ **W.P.(C) 3264/2024 & CM APPL. 61441/2025**

LIBRA BUILDWELL LLP

.....Petitioner

Through: Ms. Diya Kapur, Senior Advocate
with Mr. Raghav Kumar and Mr.
Aditya Ladha, Advs.

versus

MUNICIPAL CORPORATION OF DELHI AND
ANR.

.....Respondents

Through: Mr. Tushar Sannu, Mr. Fajallu
Rehman & Ms. Pulak Gupta, Advs.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE SHAIL JAIN

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.
2. The Petitioner has filed this petition challenging the various demands raised by Municipal Corporation of Delhi (*hereinafter*, 'MCD') towards property tax in respect of the Farmhouse No. 2 [Mustatil No. 56, Kh. Nos. 56/11/1, 11/2, 20/3, 57/14, 15, 26] situated in Village Deramandi, New Delhi (*hereinafter*, 'the farmhouse').
3. The demand raised in terms of the demand notice dated 27th September, 2023 was to the tune of Rs. 1,17,73,465/- which includes the principal amount of Rs.86,09,172/- and an interest amount of Rs.49,55,446/-.
4. The demand was based on an assessment carried out by the MCD under



Section 123D of the Delhi Municipal Corporation (Amendment) Act, 2003.

5. The legal issue that has been raised in this matter is with respect to the manner in which the property tax is to be determined, based upon the vacant land in farm houses. This issue is pending in a batch of writ petitions before this Court, including the present case, where submissions have already been heard in part.

6. In the meantime, the MCD has launched a one-time property tax amnesty scheme known as **“Sumpattikar Niptaan Yojana”** (*hereinafter, SUNIYO scheme*) on 2nd June, 2025. The salient features of the said scheme are as under:

(a) On Payment of Principal amount of property tax for the current year 2025-26 & previous five (5) years (i.e. FY 2025-26 + FYs 2020-21 to 2024-25), all the previous dues prior to the FY 2020-21 including interest and penalty will stand waived off.

(b) The taxpayer has to file online PTR by accessing the link for the purpose at <https://mcdonline.nic.in/ptrmcd/web/citizen/info>

(c) The owners/occupiers having multiple UPIC numbers for the same property may get their multiple UPIC numbers merged by accessing the aforesaid link.

(d) There shall be a helpline number +91-7065064988 in MCD to facilitate the taxpayers.

(e) Taxpayer shall have to upload the proof of previous payment receipts for the period from FY 2020-21, if any, along with other documents. In order to facilitate the taxpayers, MCD is publishing the details of property tax paid in public domain.

(f) On successful submission of an application and payment of dues under the scheme, a tax receipt will get auto generated indicating the payment made and will be available to the tax payer for download.

(g) In case of Government & Railway Properties (GRP),



PSU/Autonomous bodies etc. who wish to avail the benefits of the Scheme, payment shall be accepted through online mode like RTGS/NEFT as well as through demand draft. The demand draft shall be in favour of "Commissioner, MCD" payable at New Delhi. The payment for depositing the property tax for other categories, except Government & Railway Properties (GRP), PSU/Autonomous bodies etc. shall be through online mode only.

(h) The taxpayers, whose case(s) are pending under litigation in any court i.e. Municipal Taxation Tribunal/District Court/High Court/Supreme Court etc., and want to avail benefits of this scheme, have to file a written undertaking (Specimen is at Annex-A) that the taxpayer will withdraw the court case pending in any court and shall agree to the terms and conditions of the SUNIYO 2025-26 Scheme.

(i) The taxpayers may rectify their wrong SAPTR within two months or upto the closure of the Scheme, whichever is earlier, without any interest & penalty.

(j) The department will carry out scrutiny from 01-04-2026 to 31-03-2027 of the SAPTRs filed under the scheme and if there is any underpayment, the taxpayer shall be liable to pay all the difference liability under the scheme, along with 30% penalty.

(k) Tax payer will be eligible for issuance of credit note for subsequent years against excess amount paid, if any, during the scheme.

(l) The cases where principal, interest and penalty has already been paid and settled shall not be reopened.

(m) Wide publicity of the scheme shall be ensured through various means.

(n) The benefits of the scheme will be available to only those taxpayer who settle their tax dues in terms of the Scheme. In case, a taxpayer fails to settle his/her tax dues in terms of this Scheme, he/she will be liable to pay all tax dues along with interest and penalty. Besides, coercive measures like attachment of immovable properties/bank attachment, rent attachment; prosecution etc. under the provisions of DMC Act, 1957 (as amended) to recover tax dues will be initiated



against such defaulters.

(o) The Scheme shall come into force w.e.f. 01.06.2025 and remains valid upto 30.09.2026.

7. The Petitioners herein are inclined to avail of the benefit under the SUNIYO scheme which is in operation till 30th September, 2026.

8. The submissions of Ms. Diya Kapur, Id. Sr. Counsel for the Petitioner, is that *vide* order dated 7th March, 2024, 25% of the principal amount was directed to be deposited with the MCD. The said order dated 7th March, 2024 reads as under:

“Notice. Since the respondents are duly represented, let a reply be filed on or before the next date fixed, if so chosen and advised.

Since identical questions form subject matter of W.P.(C) 15001/2023, let these matters stand tagged with the aforesaid matter to be called on the date fixed.

In the meanwhile and bearing in mind the interim protection which was accorded to the writ petitioner, we hereby provide that subject to the petitioner depositing 25% of the balance tax assessed excluding self assessed tax without interest, no further coercive action shall be taken.

List again on 13.03.2024.”

9. The principal amount being Rs.86,09,172/-, the Petitioner had deposited a sum of Rs.15,33,918/- upon self assessment. Thereafter, the principal outstanding amount was Rs.68,18,019/-, out of which, pursuant to order dated 7th March, 2024, the Petitioner deposited Rs.17,04,505/-.

10. Ms. Diya Kapur, Id. Sr. Counsel submits that the adjustment of the



amount ought to be given, as the SUNIYO scheme in effect only requires payment of principal amount for the previous five years and waiver of all earlier dues and penalty.

11. Ms. Sunieta Ojha, Id. Counsel for the Respondent, however, submits that in terms of clause '1' of the SUNIYO scheme, any principal, interest and penalty already paid and settled shall not be reopened.

12. The Court has considered the contentions of both parties. A perusal of the SUNIYO scheme would show that the purpose of the scheme is to offer amnesty to property owners who can settle their property tax with the MCD, once and for all.

13. In terms thereof, it is provided that if the principal amount is paid for the current year i.e., 2025-26 and for the previous five years, all other dues prior to 2020-21 would stand waived off. However, pending litigation is also to be withdrawn by the party concerned.

14. The Petitioner's application, being *CM No. 61441/2025*, prays that the Petitioner may be permitted to withdraw the present writ petition and an adjustment of the amount deposited by the Petitioner *i.e.* Rs.17,04,505/-, along with appropriate interest may be granted to the Petitioner, as the Petitioner wishes to avail of the benefits of the SUNIYO scheme.

15. In response, Ms. Ojha, Id. Counsel submits that the amount which has been deposited on self-assessment basis, *i.e.* Rs.15,33,918/- would not be liable to be adjusted. It is her submission that only a proportionate adjustment of Rs.6,47,747/- ought to be given.

16. In the opinion of this Court, as per the Scheme, the amount paid under self-assessment, *i.e.* Rs.15,33,918/- would not be liable to be adjusted. However, the amount of Rs.17,04,505/-, which was deposited under an interim



order of this Court, would be liable to be adjusted *qua* the Petitioner's dues in terms of the SUNIYO scheme. Thus, the stand of the MCD that the adjustment has to be *pro rata*/proportionate in nature is rejected.

17. There can be no doubt that whenever an amnesty scheme is launched, the same being in the realm of policy, the Court would not modify or tinker with the clauses of such a scheme.

18. This is clear from the decisions relied upon by the Id. Counsels for the MCD, being *W.P.(C) 178/2021* titled '*Satyakam Arya Vs. Union of India & Ors.*' and *W.P.(C) 2734/2025* titled '*Aeon Creations Pvt. Ltd. and Another Vs. State of Maharashtra and Others*'.

i. The decision in *Satyakam Arya (supra)* reads as under:

"3. The Amnesty Scheme itself lies in the realm of a policy intervention by the Union Government. The terms on which the Amnesty has been granted are hence matters of policy. We, therefore, find no merit in the petition."

ii. The decision in *Aeon Creations Pvt. Ltd. (supra)* reads as under:

"37. In any event, once an amnesty scheme was floated, the respondent is bound by the terms and conditions of the amnesty scheme and as to what is provided by the amnesty scheme. An amnesty scheme is in the nature of an offer made to a person, who intends to avail of the benefits of the scheme. It is of a nature intended to bring about a settlement between the licensee (MSEDCL) and the consumer. The parties are thus strictly bound by the terms and conditions of the scheme. The Court cannot alter the terms of such settlement which are sacrosanct, except when the legality of the scheme on any of its clauses itself is in question. Thus, accepting of an offer under the Amnesty Scheme is akin to a settlement of a dispute between the parties, if any, which is being settled on the terms and Conditions of what has been provided



in the amnesty scheme. The court would not interfere in any settlement terms. It is for the parties to choose or not to choose the settlement terms. The result is either have a settlement or not have a settlement or refuse the settlement. The sequel being, if such settlement is not convenient, to invoke the jurisdiction of the Court under Article 226 of the Constitution is certainly misconceived.”

19. However, this Court, having perused the SUNIYO Scheme itself, is of the opinion that the relevant portion of the scheme makes it abundantly clear that if the principal amount for five years, i.e. 2020-21 to 2024-25, as also the amount due for 2025-26 is paid, all previous dues including interest and penalty would stand waived of.

20. The only exception to such payment is where the principal amount, the interest and penalty has been paid and settled, the same shall not be reopened.

21. For any amount to be attracted by clause (I) of the SUNIYO scheme, the amount which has been deposited ought to have been settled and not disputed.

22. In the present case, the amount which has been demanded by the MCD is under challenge and is disputed by the Petitioner. It is only for the purpose of interim relief that 25% of the principal was directed to be deposited with the MCD.

23. Given the fact that the writ petition itself is pending adjudication, it is a settled position in law that any deposit made during the course of adjudication is subject to the outcome of the writ petition.

24. After hearing the Id. Counsels for both parties, this Court is therefore of the view that adjustment shall not be given for the amount of Rs.15,33,918/- which would fall under clause (I) of the SUNIYO scheme. However,



adjustment would be liable to be given to the Petitioner for the sum of Rs.17,04,505/- which is lying deposited with the MCD.

25. It is however made clear that this amount which is now being deposited under the SUNIYO Scheme would not be liable to be refunded, irrespective of the decision in the batch of writ petitions pending before this Court.

26. It is further made clear that this order shall not operate as a precedent for other cases under the SUNIYO scheme, as the amount for which adjustment is being given, was deposited by the Petitioner under an interim order of this Court.

27. Let the electronic records of this petition be tagged along with **W.P.(C) 8826/2015** titled ***“Ravi Kapur Vs. South Delhi Municipal Corporation of Delhi & Ors.”***

28. The next date of hearing, i.e. 29th October, 2025 stands cancelled.

29. The petition is disposed of in these terms. Pending applications, if any, are also disposed of.

PRATHIBA M. SINGH
JUDGE

SHAIL JAIN
JUDGE

SEPTEMBER 25, 2025/pd/ss