



\$~1 & 2 (Special Bench)

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

+ **LPA 161/2022**

GURUDWARA SHRI GURU SINGH SABHA REGD

.....Appellant

Through: Mr.Prashant Tripathi,
Mr.A.K.Tripathi, Advs. with
Mr.S.Ranjeet Singh

versus

RAVI PRAKASH SHARMA & ORS.Respondents

Through: Mr.Kunal Mittal and
Ms.Rishika, Advs. for R-1.
Ms. Manika Tripathi, SC for
DDA with Ms. Latika
Malhotra, Mr.Gautam Yadav,
Advs.

LPA 289/2022

DELHI DEVELOPMENT AUTHORITYAppellant

Through: Ms. Manika Tripathi, SC for
DDA with Ms. Latika
Malhotra, Mr.Gautam Yadav,
Advs.

versus

RAVI PRAKASH SHARMA & ANR.Respondents

Through: Mr.Kunal Mittal and
Ms.Rishika, Advs. for R-1.
Mr.Prashant Tripathi,
Mr.A.K.Tripathi, Advs.for
applicant with Mr.S.Ranjeet
Singh.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **18.07.2025**

CM APPL. 42644/2025(Exemption) in LPA 289/2022

1. Allowed, subject to all just exceptions.



CM APPL. 42639/2025 & CM APPL. 42640/2025 in LPA 161/2022
CM APPL.42642/2025 & CM APPL. 42643/2025 in LPA 289/2022

2. By these applications, the applicant- Gurudwara Shri Singh Sabha prays for recall of the Order dated 23.01.2025 passed in LPA 161/2022 and the Order dated 21.01.2025 passed in LPA 289/2022. The applicant further prays for a direction for maintaining *status quo* with respect to Plot No. 12, Shankar Vihar, Vikas Marg, Delhi-110092 (hereinafter referred to as the ‘subject plot’) till the final disposal of these proceedings.

3. The learned counsel for the applicant has drawn our attention to the Perpetual Lease Deed dated 04.07.1981 whereby it appears that the DDA had allotted the land to the Delhi Northern Railways Accounts Employees Cooperative Housing Society Limited (‘Society’) except the Plot nos. 9,10,11 and 12, Shankar Vihar, Vikas Marg, Delhi-110092; Plot no.12 being the disputed plot in the appeals.

4. He further submits that the subject plot was never allotted to the Society and it was therefore not for the Society to allot the same to the respondent no.1, that is, Mr.Ravi Prakash Sharma.

5. The above assertion is disputed by the learned counsel for the respondent no.1, who submits that entire plot of land was paid for and allotted to the Society. It was only because the aforementioned four plots of land were at that time under encroachment, that the Perpetual Lease Deed was not executed for these plots. He further submits that the entire consideration was paid by the Society to the DDA including for these plots.



6. The learned counsel for the DDA, who appears on advance notice of these applications, supports the applicant and submits that Lease for these four plots of land were never allotted to the Society and therefore Plot no.12 was never available to the Society to allot the same to the respondent no.1. She further submits that even the applicant cannot have any right over the said plot of land. She submits that there appears to be fraud perpetuated on this Court by the respondent no. 1 in connivance with the Society and the officials of the DDA itself, resulting in this Court passing the above orders.

7. Issue notice.

8. Notice is accepted by the learned counsels for the parties mentioned hereinabove.

9. They shall file their response to these applications within a period of four weeks from today. Rejoinder thereto, if any, be filed within a period of two weeks thereafter.

10. Having considered the submissions made and recorded hereinabove, it is directed that in the meantime, the parties shall maintain the *status quo* with respect to the title and possession of the Subject Plot, that is, Plot No.12, Shankar Vihar, Vikas Marg, Delhi-110092, till further Orders.

11. List on 10th October, 2025.

NAVIN CHAWLA, J

SAURABH BANERJEE, J

JULY 18, 2025/Arya/ik