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

+ **W.P.(C) 15918/2023 & CM APPL. 64114/2023**

J SAGAR ASSOCIATES

.....Petitioner

Through: Mr. Sandeep Sethi, Sr. Advocate
with Mr. Buddy Rangenathan,
Advocate.

versus

**HOUSING AND URBAN DEVELOPMENT CORPORATION LTD
& ORS.**

.....Respondents

Through: Mr. Vijay Joshi, CGSC for R-2.
Mr. Akshay Ringe, Adv, Mr Anuj
Malhotra, Adv, Ms Perna Mahajan,
Adv, Ms ishanee Kapoor, Adv, Ms
Janhavi Negi, Adv for R-5.
Mr Kapil Dutta Standing Counsel for
MCD.
Mr. Rishi Kapoor, Mr. Ankur sudan,
Ms. Vidhi Jain, Advs. for R-6.
Mr. Tushar Sannu and Mr. Parvin
Bansal, Advocates for GNCTD.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

% **27.04.2026**

1. The petition is for the following reliefs:

“(a) a Writ of declaration to quash and set aside the communication dated 08.12.2023 issued by the Respondent No. 3/ Habitat Service Centre;

(b) a Writ in the nature of mandamus to direct the Respondents to not take any actions in terms of the communication dated 08.12.2023 issued by the Respondent No. 3/ Habitat Service Centre;

(c) a Writ in the nature of mandamus to direct the Respondent No. 1 to



appoint a mutually agreeable Maintenance Agency for the Ansal Plaza Mall, or In the alternative, allow the Petitioner to deposit the parking charges with HUDCO or HSC and direct HUDCO to ensure proper maintenance of the Mall premises to the satisfaction of the Petitioner and the other occupants/ lessees,

(d) a Writ in the nature of mandamus to direct the Respondents to devise an arrangement and undertake steps to ensure proper maintenance of the Premises and compliance with the statutory mandate including obtaining a proper Fire NOC in terms of the Delhi Fire Service Act, 2007 and Delhi Fire Service Rules, 2010, in consultation with the owners and occupants of the premises;

(e) a Writ in the nature of mandamus to direct the Respondents to compensate the Petitioner for the loss caused to it on account of the breach of the statutory and contractual obligations of the Respondents;

(f) Pass such other and further orders and directions as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. The petitioner claims to be a tenant in occupation of certain units in Ansal Plaza Mall, HUDCO Place, August Kranti Marg, New Delhi (**property in question**). The grievance is with respect to the communication dated 08.12.2023, issued by private respondent no. 3, whereby, the petitioner has been informed of the closure of the upper basement parking with effect from 12.12.2023 for undertaking electrical and civil repair works.

3. The property in question has been constructed on land allotted to respondent no. 1-Housing and Urban Development Corporation Ltd (**HUDCO**), which is a Public Sector Undertaking under the Union of India. Respondent no. 3 is the agency appointed by HUDCO for undertaking maintenance of the property in question. The aforesaid appointment of respondent no. 3 is *sub-judice* before this Court in a petition filed by



respondent no. 4-builder of the property in question, in ***APIL v. Union of India and Ors.***¹

4. The impugned action is assailed by the petitioner, primarily, on the ground that the same is in violation of the terms of the various lease deeds entered into by the petitioner with the lessors, i.e., owners of the respective units. As per the petitioner, it is entitled to unimpeded access, use and peaceful occupation of the premises in question, including the parking spaces.

5. Further, its case is that a subsisting dispute between HUDCO and the builder over the appointment of the maintenance agency, has prejudicially affected the interests of the petitioner in the property in question, as well as its contractual rights.

6. It is, thus, seen that the petitioner seeks protection of its purported contractual right to fully enjoy the property in question. Further, one of the reasons underlying the dispute is the conflicting stands taken by respondents no. 1 and 4 with respect to the agency to be appointed for maintenance works.

7. The stand taken by respondents no. 1 and 3 in their counter affidavit is that the impugned action had been taken pursuant to breaches by the builder of the terms of the contract entered into between HUDCO and the builder. Further, it is stated that, any lease that the petitioner may have entered into with the builder was not with the consent of HUDCO as per its contract with the builder and therefore, the petitioner is an illegal occupant of the premises in question. Therefore, a conspectus of the stands taken by the contesting

¹ W.P. (C) 6063/2023



parties indicates that both the contesting sides claim contractual rights as against the builder.

8. The nature of the dispute as noted in the preceding paragraph, indicates that its adjudication involves adjudication of rights that may have accrued on the parties under the respective contracts. This aspect, coupled with the fact that the petitioner is, essentially, seeking protection of its possession of the property in question, indicates that the dispute is purely civil in nature. Merely because one of the parties to the dispute is the State cannot introduce a 'public' character to the same. Reference may be made to the decision of the Supreme Court in ***Shalini Shyam Shetty and Anr. v. Rajendra Shankar Patil***,² wherein the Court has held that pure property disputes are not amenable to be adjudicated before the writ Court unless infraction of statutory obligations on the part of the State is established. The relevant portion of the said decision is extracted below, for reference:

"64. However, this Court unfortunately discerns that of late there is a growing trend amongst several High Courts to entertain writ petition in cases of pure property disputes. Disputes relating to partition suits, matters relating to execution of a decree, in cases of dispute between landlord and tenant and also in a case of money decree and in various other cases where disputed questions of property are involved, writ courts are entertaining such disputes. In some cases the High Courts, in a routine manner, entertain petitions under Article 227 over such disputes and such petitions are treated as writ petitions.

65. We would like to make it clear that in view of the law referred to above in cases of property rights and in disputes between private individuals writ court should not interfere unless there is any infraction of statute or it can be shown that a private individual is acting in collusion with a statutory authority.

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67. As a result of frequent interference by the Hon'ble High Court either under Article 226 or 227 of the Constitution with pending civil and at times criminal cases, the disposal of cases by the civil and criminal

² (2010) 8 SCC 329



courts gets further impeded and thus causing serious problems in the administration of justice. This Court hopes and trusts that in exercising its power either under Article 226 or 227, the Hon'ble High Court will follow the time honoured principles discussed above. Those principles have been formulated by this Court for ends of justice and the High Courts as the highest courts of justice within their jurisdiction will adhere to them strictly.”

9. In view thereof, granting liberty to all parties to raise their grievance before the appropriate forum, the petition stands disposed of.
10. All interim orders passed by the Court stand merged with this order.

PURUSHAINDR KUMAR KAURAV, J

APRIL 27, 2026/p