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

+ W.P.(C) 17256/2025, CM APPL. 71048/2025 & CM APPL. 71049/2025

HIPTAGE INFRASTRUCTURE PVT LTD.Petitioner
Through: Ms. Sangeeta Bharti, Mr. Bhriгу
Dhami, Mr. Bhupendra Pemi, Mr.
Lokesh Malik, Ms. Anju Shree Naik,
Advocates (M:9910469218)
versus

MUNICIPAL CORPORATION OF DELHI THROUGH ITS
COMMISSIONER OFFICE OF THE CHIEF LAW OFFICER
.....Respondent
Through: Mr. Sanjay Vashishtha, SC-MCD
with Mr. Siddharth Goswami, Ms.
Geetanjali Reddy, Mr. Aditya
Sachdeva, Advocates
(M:8800111333)

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
18.11.2025

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1. The present writ petition has been filed by the petitioner being aggrieved by the Demand Notice dated 31st July, 2025, issued by the Land & Estate Department of the Municipal Corporation of Delhi ("MCD"), directing the petitioner to deposit the outstanding ground rent, along with applicable interest, amounting to Rs. 77,16,519/-.
2. Learned counsel for the petitioner submits that the petitioner had entered into a Concession Agreement ("Agreement") dated 02nd April, 2019, with the North Delhi Municipal Corporation, now MCD, for developing and



operating the Multilevel Car Parking-cum-Commercial Complex in Public-Private Partnership mode, at the plot admeasuring 1234.00 square meter, situated at *Qutub Road, Delhi*.

3. It is submitted that under the Agreement, the petitioner is also permitted to sub-lease, subject to terms of the agreement.

4. Learned counsel for the petitioner submits that the petitioner has duly fulfilled its obligations under the Agreement, regarding payment of bid amounts, construction, development and maintenance of parking facilities, and construction and development of commercial facility.

5. The petitioner has also been issued a Completion-cum-Occupancy Certificate by the respondent on 24th May, 2023, and a Lease Deed dated 13th October, 2023, has been executed in favour of the petitioner. However, despite the petitioner calling upon the respondent to execute the sublease with the allottees, the respondent has not come forward to fulfill its obligations regarding execution of sub-leases with the allottees/nominees of the petitioner. Instead, the respondent has issued a Demand-cum-Show Cause Notice dated 08th January, 2024, raising demand against the petitioner.

6. It is submitted that the said earlier Demand-cum-Show Cause Notice dated 08th January, 2024, raising a demand for Rs. 80,86,788/- was duly complied with and the amount was duly paid by the petitioner. However, it is submitted that on account of the neglect of the respondent, the petitioner has not been able to benefit from the Agreement and faces risks and consequences both from the allottees as well as from the respondent.

7. Learned counsel for the petitioner submits that the petitioner has also not been able to collect the lease rents from its allottees, which fact has duly



been brought before the respondent.

8. Attention of this Court has been drawn to the letters written by the petitioner in this regard to the respondents. It is submitted that despite various letters, no action has been taken.

9. Learned counsel appearing for the petitioner has today handed over a copy of the letter dated 11th November, 2025, and submits that it is only now, during the pendency of the present writ petition, that the said letter has been issued by the respondent, at this stage. She submits that no such deficiencies were ever pointed to the petitioner at an earlier point of time.

10. The matter requires consideration.

11. Issue notice. Notice is accepted by learned counsel for the respondent.

12. Learned counsel for the respondent submits that in terms of the Agreement, the petitioner is enjoined upon to pay the requisite ground rent, which is independent of any other liability which the MCD may be required to fulfill under the Agreement.

13. He submits that there are various deficiencies, which have already been intimated to the petitioner *vide* letter dated 11th November, 2025.

14. He submits that there are other discrepancies also, which need to be sorted out.

15. Accordingly, let reply be filed by the respondent within a period of four weeks, from today. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

16. Considering the submissions made before this Court, it is directed that the concerned officials of the MCD shall give a hearing to the petitioner through the petitioner's authorized representative, in order to resolve all the discrepancies, as may be pointed out by the MCD, in order to execute the



sublease.

17. The MCD shall grant a hearing to the petitioner, and the petitioner shall comply with all the directions as given by the MCD in this regard.

18. Considering the concerns raised by the learned counsel for the petitioner, it is directed that the MCD shall act expeditiously, and ensure that the subleases are executed as tripartite agreement by the parties, and that all the differences between the parties are resolved.

19. Accordingly, MCD shall issue a notice of hearing to the petitioner within a period of ten days from today, and call the petitioner/authorized representative of the petitioner for hearing.

20. In case, any documents are required to be submitted by the petitioner during the course of hearing, the same shall be duly intimated to the petitioner, and that the petitioner shall be allowed to deposit such documents before the MCD.

21. Accordingly, considering the facts and circumstances of the case, it is directed that the petitioner shall deposit 50% of the amount as demanded by the MCD *vide* Demand Notice dated 31st July, 2025, within a period of four weeks, from today.

22. Subject to the aforesaid deposit, no coercive action shall be taken against the petitioner, till the next date of hearing.

23. Re-notify on 02nd March, 2026.

MINI PUSHKARNA, J

NOVEMBER 18, 2025/au