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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 7594/2018 & CM APPLs. 30022/2018, 41886/2024, 42188/2024, 42189/2024, 47142/2024, 48597/2024, 57187/2024, 62545/2024, 69901/2024 & 66131/2025**

COURT ON ITS OWN MOTION
versus

.....Petitioner

UNION OF INDIA & ORS

.....Respondents

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+ **W.P.(C) 9617/2022**

COURT ON ITS OWN MOTION
versus

.....Petitioner

GOVT. OF NCT OF DELHI AND ORS

.....Respondents

Appearances:

For Petitioners:

Mr. Vivek Kumar Tandon, Local Commissioner

For Respondents:

Mr. Tushar Sannu, SC, MCD with Mr. Ishika Jain, Adv.

Mr. Gaurav Goyal, Mr. Vaibhav Sharma, Mr. Kuldeep Singh,
Executive Engineer, DSIIDC, Mr. Nazuk Kumar, MD, DSIIDC
and Mr. Vikas, Asst. Engineer, DSIIDC.

Ms. Meghaa Wadera, Ms. Yamini Sharma and Mr. Ghanender Singh,
Advs.

Mr. Shashi Pratap Singh and Ms. Shagun Sabharwal, Advs. for Mundka
Swaran Park Industrial Area Association.

Dr. Monika Arora, Mr. Subhrodeep Saha, Ms. Anamika Thakur, Mr.
Prabhat Kumar and Mr. Abhinav Verma, Advs.

Ms Prabhsahay Kaur SC DDA with Ms. Deeksha L. Kakar, Mr.
Rashneet Singh, Ms. Sana Parveen, Mr. Aditya Verma, Ms. Anmol M
Kaur, Advs and Mr. Gaurav Meena, AE (DDA) Adv Respondent DDA
Ms. Beenashaw N. Soni, SC, MCD with Ms. Katyani Malhotra, Adv.



Ms. Sangeeta Bharti, SSC, DJB with Ms. Malvi Balyan, Adv. for DJB.
Ms. Pratima N Lakra, CGSC with Mr. Shailendra Kumar Mishra, Mr.
Chanakya Kene, Adv. and Ms. Mansi for Delhi Police.
Mr. Ripu Daman Bhardwaj, CGSC with Mr. Kushagra Kumar, Adv.
Mr. Biraja Mahapatra, Mr. Nalin Hingorani, and Mr. Abhay Singh,
Adv. with Mr. D. Jindal.
Mr. Vikrant N. Goyal, Mr. Kunal Dixit, Mr. Yash Basoya and Mr.
Piyush Wadhwa, Adv.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **05.12.2025**

1. This hearing has been done through hybrid mode.
2. *Vide* order dated 22nd November, 2025, the following directions, were issued:

“10. At the outset, the Court is informed that out of 27 non-conforming industrial areas, 24 industrial areas have associations which are members of the DMF. The three associations which are not members are as under:

(i) Shahdara Industrial Area Association;

(ii) Mundka Phimi Industrial Area Association; and

(iii) Mundka Swaran Park, Industrial Area Association.

These associations are, therefore, not represented before the Court.

11. Ms. Nazuk Kumar, Managing Director, DSIIDC has also joined the proceedings virtually and submits that as per the Minutes of Meeting dated 4th November, 2025, the DSIIDC would be the agency for re-development of 27 non-conforming industrial



areas. Various other decisions have also been taken in the said meeting. The said decisions are as under:

"After detailed discussion following course of action was agreed:

1. DSIIDC shall be the agency for redevelopment of 27 clusters.

2. The layout plan prepared by the consultants shall be submitted to MCD for approval.

3. Consent of the concerned societies shall be taken by the DSIIDC for redevelopment scheme as per the approved layout plan.

4. DSIIDC shall levy appropriate redevelopment charges and shall carry out the redevelopment work either itself or as deposit work.

5. DPCC shall continue to following the existing policy of not allowing establishment of Red and Orange category units after 07.02.2007 and allowing the establishment of units only under the Green category.

DSIIDC shall work on the above framework with timelines, firm up the modalities and shall take requisite approvals of competent authority for carrying out the redevelopment work in these 27 clusters duly observing all requisite procedures and legal provisions. "

12. The question as to whether the DSIIDC would be in-charge of the entire re-development and the manner in which it has to be done, would be looked into by this Court. However, for the time being, the situation that exists is that out of 27 non-conforming industrial areas, M/s Creative Circle has been given charge of



preparing the layout plans for 8 areas. M/s SABS Architects & Engineers Pvt. Ltd has been given 11 areas and M/s Square Designs has been given 8 areas. The submissions of layout plans for the following areas is still pending:

i) Basai Darapur, is pending with M/s SABS Architects & Engineers Pvt. Ltd,

(ii) Anand Parbat is pending with M/s Square Designs, and

(iii) Mundka Swaran Park is also pending with M/s SABS Architects & Engineers Pvt. Ltd.

For Basai Darapur, M/s SABS Architects & Engineers Pvt. Ltd. is willing to submit the layout plan to DSIIDC by 15th December, 2025. In respect of Mundka Swaran Park, further time is being sought by the agency. Accordingly, let Court Notice be issued by the Registry to the President and the General Secretary of the following associations for appearance on the next date of hearing:

i. Shahdara Industrial Area Association;

*ii. Mundka Phimi Industrial Area Association;
and*

iii. Mundka Swaran Park, Industrial Area Association.

The President and the General Secretary of abovementioned associations shall be served through the SHO concerned.

14. For this aspect list on 5th December 2025 at 2:30 P.M.

15. Insofar as Anand Parbat is concerned, the agency i.e., M/s Square Designs submits that proper drawings



of the Anand Parbat area are not available with them. Accordingly, let the DDA furnish the notified layout plan of Anand Parbat to the said agency by 26th November, 2025. For the said purpose, Mr. Namit Jain for M/s Square Designs shall visit the office of DDA Town Planning Department. Mr. Manish Verma, Additional Commissioner (Area Planning) DDA, will be responsible for handing over this plan.

16. For this aspect as well, list the matter on 5th December. 2025 at 2:30 P.M.

3. In terms of the previous order dated 22nd November, 2025, notice was issued to the following three associations:

- i. Shahdara Industrial Area Association;
- ii. Mundka Phirni Industrial Area Association; and
- iii. Mundka Swaran Park, Industrial Area Association.

4. Out of these three associations, insofar as Shahdara Industrial Area Association is concerned, Mr. Rajender Bansal, the President of the Shahdara Industrial Area Association is present in Court today. He confirms to the Court that Memorandum of Understanding (hereinafter, 'MoU') has been signed with the Delhi State Industrial and Infrastructure Development Corporation Ltd. (hereinafter, 'DSI IDC') and the work of conducting the survey has been handed over to M/s SABS Architect & Engineers Pvt. Ltd. The survey is also stated to be completed.

5. In respect of Mundka Swaran Park, Industrial Area Association, Mr. Dharampal, the President has sent his representative and the association is represented by Mr. Shashi Pratap Singh, Id. Counsel. The MoU has been signed by DSI IDC and the letter of commencement has been issued to M/s SABS Architect & Engineers Pvt. Ltd. and the work is stated to have



commenced from 4th December, 2025.

6. Insofar as the Mundka Phirni Industrial Area Association is concerned, there is a dispute between two associations, one being the Mundka Industrial Area Welfare Society and the other being Mundka Welfare Udyog Nagar Association. The former is represented by Mr. Sudhir Gupta, who is stated to be the president of the said association. It is submitted by Id. Counsels appearing for the Mundka Industrial Area Welfare Society (hereinafter, 'MIWS') that there is a writ pending between the two associations in respect of their *inter-se* dispute.

7. Insofar as the present case is concerned, the *inter-se* dispute between the associations is of no relevance. The relevant issue would be that the survey has to be conducted and the development work would have to be carried on by DSIIDC.

8. Accordingly, let Court notice be issued to Mr. Avinash Bansal (Mobile No. 9810010420), the president of the Mundka Welfare Udyog Nagar Association by the Registry for appearance on the next date of hearing.

9. Insofar as the MIWS is concerned, they shall sign the MoU with the DSIIDC immediately so that the survey work can commence. Upon the signing of the MoU, the work for survey shall start and no other association, individual or entity shall in any manner cause any impediment in the survey work.

10. Moreover, Mr. Sudhir Gupta, president of MIWS has submitted that in the Mundka Industrial Area there is no drinking water, no storm water drain or sewage line and no Common Effluent Treatment Plant. In fact, the drinking water is received through tankers and pumps are privately engaged for the purpose of removal of sewage.



11. Accordingly, it is directed that the survey in the Mundka Industrial Area shall commence without any delay.

12. Mr. Gaurav Goyal, Id. Counsel appearing for the DSIIDC submits that the joint meeting between the Delhi Development Authority (hereinafter, 'DDA'), Municipal Corporation of Delhi (hereinafter, 'MCD') and DSIIDC, in respect of the Anand Parbat area has been held. Id. Counsel submits that in the said meeting, the agencies have agreed to take the plans of the year 2000 as the base plan for conducting the work. The joint survey in the said area is to be conducted and the boundaries have to be demarcated. For the said purpose, the team members have to be constituted by these three organisations. However, the SDM, Civil Lines and the Department of Industries are yet to nominate the individual nominees

13. Mr. Dhruv Rohtagi, Id. Counsel appearing for the Government of the National Capital Territory of Delhi (hereinafter, 'GNCTD') is directed to ensure that the concerned SDM and the Department of Industries shall send their nominees for this Committee for conducting the survey in the Anand Parbat area by 10th December, 2025. It is also made clear that if the said nominees are not deputed by these two Departments, the survey conducted by the other three nominees of the agencies mentioned above shall be binding on these two Departments.

14. Insofar as the funds for processing of the plans by MCD is concerned, a meeting was held on 1st December, 2025. The minutes of the meeting have been handed over by Mr. Gaurav Goyal Id. Counsel for DSIIDC, as per which, the following has been agreed:

“The necessary fee should be submitted by DSIIDC out of their own funds for the time being. 10% to be given by



associations should also be paid by DSIIDC so that MCD plans are submitted with full fee and their processing takes place. DSIIDC can then start collecting 10% from associations. For the 90% part of the fee, the issue of grant from GNCTD can be discussed and modalities will be finalized and then put into operation after discussion with me by DSIIDC.”

15. As per the above minutes, the DSIIDC is to pay the entire amount of 100% from its own funds to the MCD for processing of the plans. Ld. Counsel for the DSIIDC and Ms. Nazuk Kumar, MD, DSIIDC submit that the plans have to be submitted by the associations for release of the payment. However, this is just a technical issue. The survey plans are all available with the agencies concerned which has been engaged by DSIIDC. After payment of 100% of the amount, DSIIDC is free to approach all the associations and recover the 10% amount.

16. The said agencies, namely, M/s SABS Architects & Engineers Pvt. Ltd., M/s Square Designs and M/s Creative Circle shall prepare the plans, get the same counter signed by the respective associations in the office of the MCD and submit it for processing. The release of funds shall not be stopped for the purpose of signing. The signing shall take place for all the 19 non-confirming industrial areas where the survey is completed and plans shall be submitted by 20th December, 2025 to the MCD. By the said date, the payment shall also be released by DSIIDC to the MCD.

17. The associations of all the 19 non-confirming industrial areas shall peruse the plans and sign them. If there are any doubts, the said agencies shall explain the position so that the processing of the further approvals by the MCD shall continue. The associations are free to give their inputs to the



agencies or to the MCD as well which shall be taken into consideration.

18. List on 19th December 2025.

19. On the said date, Mr. Avinash Bansal from the Mundka Welfare Udyog Nagar Association shall remain present. In the meantime, if the said association is also willing to cooperate with the other association, *i.e.*, MIWS, they may also counter sign the MoU with DSIIDC.

PRATHIBA M. SINGH, J

MANMEET PRITAM SINGH ARORA, J

DECEMBER 05, 2025

kp/ck