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

Date of Decision: 2nd November, 2026
Uploaded on: 4th November, 2026

\# **CNR No. DLHC010006662026**

\+ **W.P.(C) 486/2026 & CM APPL. 75480/2026**

SURENDER KUMAR ARORA .....Petitioner

Through: Mr. Aditya, Advocate.

versus

MUNICIPAL CORPORATION OF DELHI AND ORS .....Respondents

Through: Ms. Meherunnisa A. Jaitley Adv. Mr. Aryan Tyagi Adv. for R-1 and 2.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE DINESH BHATT

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.

CM APPL. 75480/2026 (for early hearing)

2. This is an application seeking early hearing. In view of the fact that the counter affidavit has already been filed and the matter could not be taken up from the last two three dates, early hearing application is allowed.

3. Application is disposed of.

W.P.(C) 486/2026

4. The present petition has been filed by the Petitioner under Article 226 of the Constitution of India, *inter alia*, seeking issuance of an appropriate writ directing the Respondents to allow the Petitioner to squat peacefully at his

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tehbazari site being Site No. 2, Opposite Shop No. 25, Main Market, Malviya Nagar, Delhi-110017.

5. The case of the Petitioner is that he ought not to be disturbed from his *tehbazari* site in Malviya Nagar.

6. Ld. Counsel for the Respondent No. 1 - Municipal Corporation of Delhi (hereinafter, '*MCD*') submits that this is the fourth petition filed by the Petitioner and the Petitioner is repeatedly seen to be violating his conditions and encroaching upon different locations in the Malviya Nagar area.

7. Notice was issued *vide* order dated 14th January, 2026.

8. Today, submissions have been heard on behalf of the parties.

9. The Court has perused the counter affidavit filed by the MCD wherein in paragraph 23 it is stated as under:-

> *"23. That the Prayer Clause of the Petition in so far as prayer (I) is concerned, cannot be granted by this Hon'ble Court as the Petitioner has never been allotted the Subject Site. The question of the Petitioner being permitted to squat at such Site therefore, cannot arise. In so far as the alternative relief at prayer clause (II) is concerned, it is clarified that the Petitioner is already in possession of the said Site, but refuses to carry on business from there. The contents of clause (III) are denied in entirety."*

10. The stand of the MCD in its counter affidavit is that the Petitioner is seeking relief in respect of site No. 2 Opposite Shop No. 25, Main Market, Malviya Nagar Delhi (hereinafter '*first site*'). However, *vide* order dated 14th March, 2002 of the Assistant Commissioner of Delhi, he had been allotted a site opposite main market Malviya Nagar on the *Nala* (hereinafter '*second site*').

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11. According to the MCD, the insistence of the Petitioner for allotment of the first site is not maintainable.

12. Further the ld. Counsel for the MCD also states that the Petitioner is a part-owner of Shop No. 25, Main Market, Malviya Nagar and is therefore attempting to obtain a *tehbazari* license as well for the first site, which is not permissible.

13. Relevant paragraphs of the counter affidavit of the MCD are set out below:-

> *"5. That at the outset, it is relevant to mention that the relief sought by the Petitioner cannot be granted, in so far as the Petitioner has never been allotted the Subject Site, i.e., Site No. 2, Opposite Shop No. 25, Main Market, Malviya Nagar, Delhi 110017 to carry on his business. Further, in so far as the alternative relief of handover of the Tehbazaari Site being Opposite Main Market, Malviya Nagar on Nala ("New Allotted Site") is concerned, it is pertinent to mention that despite the same being handed over and available to the Petitioner for use, the Petitioner has deliberately refused to squat at such Site, choosing instead, to violate the terms of his License repeatedly, so as to be able to squat at the Subject Site, which is for him, conveniently located opposite Shop No. 25, Main Market, Malviya Nagar, as the said Shop is partly owned by him.*
> *7. That the facts relevant for adjudication of the present Petition are set out briefly hereunder:*
> *i. The Petitioner is the part-owner and occupier of Shop No. 25, Main Market, Malviya Nagar, from which Shop he sells bags and other items.*
> *ii. On 20.09.1994 the Answering Respondents allotted a tehbazaari Site in the name of the Petitioner at R.K Puram, Sector VI.*
> *iii. The Petitioner, vide request dated 04.04.1997 (at ANNEXURE P4 to the Petition), informed the Licensing*

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Department, General Branch South Zone of the Answering Respondents, that owing to a dispute over ownership of land at the allotted site in R.K Puram, Sector VI, he was not being permitted to squat peacefully by locals and shopkeepers. Hence, the Petitioner requested permission to squat at the Subject Site instead.

iv. The Petitioner, vide Order No. 12/AC/SZ/2002 dated 14.03.2002, allotted the Petitioner Tehbazaari Site Opposite the Main Market, Malviya Nagar on Nala ("Original Allotted Site"), which was adjacent to the parking for the Malviya Nagar Market (at ANNEXURE P6 to the Petition). Around 15-20 squatters were already located along the said Nala, and the Petitioner took over the Original Site (Location available from Site Plan at ANNEXURE P2 to the Petition.

v. From the Original Allotted Site, the Petitioner slowly encroached into the parking of the Main Market so as to place his wares directly opposite Shop No. 25, Malviya Nagar Market, i.e., the Subject Site, also encroaching on Government Land in the process by way of erecting structures using bricks, tin, shed, ballies and asbestos sheets, which in itself amounts to a violation of the terms and conditions of Tehbazaari License."

14. The grievance of the MCD is that the Petitioner, under the garb of the allotment of the second site is slowly encroaching on the first site as well, which is not permissible.

15. Hence, the MCD has taken action repeatedly against the Petitioner. Thus, no relief sought deserves to be granted to the Petitioner.

16. Mr. Aditya, ld. Counsel for the Petitioner, on the other hand, submits that he undertakes that the Petitioner would not squat or carry out his vending activities at the first site. He is satisfied with the second site allotted to him.

17. Considering these facts, the present petition is disposed of with the

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following directions:-

i) The Petitioner would not be entitled to vend or squat on the first site described above.

ii) The Petitioner shall not be disturbed if he wishes to vend from the second site.

iii) The TVC-2 upon constitution shall take a decision as to the issuance of the certificate of vending for the second site.

iv) No rights can be claimed by the Petitioner for the first site in question.

18. Subject to the Petitioner abiding by all the terms and conditions of the Certificate of Vending, the Petitioner shall be permitted to vend from the second site. For now the standard terms and conditions to be adhered to by the Petitioner are set out below-

> *"1. Vendor shall not have any other permanent or long-term vending certificate.*
> *2. Vending certificate is non-transferable.*
> *3. It is mandatory for the vendor to follow the vending period and zone as determined by TVC or local body.*
> *4. Vendor shall not give his vending certificate on rent in any way.*
> *5. Vendor shall not have any infectious disease.*
> *6. Vendor shall have to take care of hygiene on vending place/zone and nearby area and also take care of public health.*
> *7. Vendor shall display copy of vending certificate on his place/vending site and will produce original documents to TVC/concerned inspector whenever required.*
> *8. Vendor/Squatter shall insure that no hindrance be caused to pedestrian and vehicular moment.*
> *9. Vendor shall not vend/sell any harmful, dangerous and polluted items. It should also be ensured that the*

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quality of the products sold and services provided to the public conform to the prescribed standards of public health, hygienic conditions and safety.
10. The street vendor shall not do any unauthorized/illegal activity.
11. Mobile vendors shall not stay or vend more than 30 minutes or time prescribed by the TVC at place in a vending/squatting zone.
12. Vendors will not block footpaths and will not vend on roads. Vendor should take care of space in front of vending stalls/counters on footpath for pedestrians.
13. Vending certificate can be cancelled or suspended on the basis of violations.
14. Vendor shall not build or construct any kind of permanent or temporary structure at vending site.
15. Seller shall adopt health and hygiene conditions as required by local laws and court orders.
16. Vendor have to follow all the conditions mentioned in Delhi Street Vendors (Protection of Livelihood and Regulation of Street Vending) Scheme, 2019"

19. The petition is disposed of in these terms. Pending applications, if any, are also disposed of. The next date of hearing, *i.e.*, 14th January, 2027 stands cancelled.

PRATHIBA M. SINGH
JUDGE

DINESH BHATT
JUDGE

NOVEMBER 2, 2026
MR/as

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