

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

+ W.P.(C) 2484/2002

DALIP KUMAR Petitioner
Through Mr. N.K.Singh for counsel.

versus

DDA Respondent
Through Mr. Rajiv Bansal, Advocate.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

% **ORDER**
04.04.2008

1. On 11th August, 2000 the petitioner was allotted a shop on compassionate ground as his father an employee of DDA had died in harness on 29th September, 1992. On 7th September, 2000, respondent issued an allotment letter for a shop measuring 15.32 sq.mt. to the petitioner on premium of Rs.2,63,900/-. Payments were to be made by the petitioner and possession slip dated 28th February, 2002 was issued.

2. On 2nd March, 2002, the petitioner received letter dated 6/21st February, 2002 demanding enhanced premium of Rs,7,48,500/- as against the original demand of Rs.2,63,900/-. The enhanced premium is under challenge in the present Writ Petition.

3. It is the case of the respondent-DDA that the original allotment was provisional and therefore DDA is entitled to demand enhanced premium. In this regard, my attention has been drawn to the letter dated 7th September, 2000 and the word “provisional” written on the top right side of the said letter.

4. I am unable to accept the contention of the respondent-DDA. The word 'provisional' written on the top of the said letter, does imply and mean that the cost price mentioned in the letter was provisional and subject to enhancement. Careful perusal of the said letter indicates that the petitioner was required to comply with the terms and conditions of DDA (Management and Disposal of Housing Estates) Regulation, 1968 and the terms and conditions communicated along with the application form. As far as premium is concerned, it was categorically stated that the shop was being allotted on a premium of Rs.2,63,900/- and monthly installment payable was Rs.8,772/-. Other charges payable by the petitioner were also communicated. Petitioner was required to make payment as per Clauses 4 and 5 of the letter dated 7th September, 2000 which are reproduced below:-

“4. The premium of the shop allotted to you is Rs.2,63,900.00. The monthly instalment payable is Rs.8,772.00.

5. You are now called upon to deposit the amount detailed below within 60 days from the date of issue of this letter and to submit a certified copy of the

challan showing payment as proof thereof, in the manner mentioned below:

- i. 25% of the reserved price shop/stall platform : Rs.65,975.00
- ii. Documentation charges : Rs. 45.00
- iii. Annual maintenance charges (1% of premium) : Rs. 2,639.00

Total to be deposited : Rs. 68,659.00

(Sixty Eight Thousand Six hundred and Fifty nine)”

4. If the respondent-DDA had reserved their right to enhance and charge a higher amount, it should have clearly specified. The word 'provisional' on the other hand clearly refers to compliance with the other requirements mentioned in the letter dated 7th September, 2000 which read as under:-

“You are also required to produce, if you have not already submitted the same along with your application the following:

(a) Attested copy of Ration Card.

(b) Affidavit duly attested as mentioned in clause of the Terms and Conditions with signature.

(c.) Affidavit duly attested, that you or you spouse not taken any benefit of Commercial allotment from DDA on previous occasion, under this quota or any other quotas/scheme.

(d) Terms & Conditions duly attested from Notary Public and specimen signature duly attested.

(e) Undertaking regarding payment of balance premium with 6% interest p.a. Duly attested by a Notary Public/Executive Magistrate.

(f) Affidavit duly attested regarding source of Finance.

(g) Affidavit duly attested regarding marriage status.”

5. A similar issue had also arisen before a Division Bench of this Court in LPA No. 76/2005 decided on 20th September, 2007 titled *DDA versus Mukesh Kumar*. Identical plea raised by the DDA was examined and it was, inter alia, held as under:-

“8. It is submitted before us by the counsel appearing for the appellant that the price fixed was provisional as on the top of the letter dated 31st August, 2000 the word “provisional” was mentioned. Relying on the same, it was also submitted that the aforesaid mentioning of the word “provisional” establishes that the premium of the shop allotted to the respondent was a provisional price, which could be increased later on and in terms thereof a revised demand letter was rightly issued to respondent. We are, however, unable to agree with the aforesaid contentions raised by the counsel appearing for the appellant. In paragraph 4 of the letter dated 31st August, 2000 in categorical terms it is stated that the premium of the shop allotted to the respondent was Rs.1,53,500/-. It is not indicated therein that the said price was provisional. Other clauses of the letter also support the above observations. The term “provisional” appearing in the letter means that the allotment itself was provisional i.e. subject to the respondent complying with various formalities and making payment in terms thereof.

9. The price fixed, as appearing in clauses 4 and 5 of the letter, specifically mentions that the price of the shop will be Rs.1,53,500/- and how this amount is to be paid. There was no other indicated stating that the said price could be revised or enhanced at a later stage. It was for the appellant DDA to be clear and explicitly stated that the price stated can be revised and thereupon it was for the respondent to accept or reject the offer, considering various aspects including his

pocket. The respondent also belongs to a socially and economically backward group and is a son of a Gardener of the appellant, who had died in harness.”

6. In these circumstances, the Writ Petition is allowed. Impugned demand is quashed.

No costs.

SANJIV KHANNA, J.

APRIL 04, 2008.

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