

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

+ W.P.(C) 3741/2007

SIS RAM Petitioner
Through Mr. M.L. Kasturi & Mr. Duli Chand,
Advocates.

versus

D.D.A. Respondent
Through Mr. K.R. Chawla, Advocate.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

% **ORDER**
09.04.2008

1. On 3rd December, 1996, the petitioner applied for allotment of shop No. 136, Block A-6, LSC, Paschim Vihar, New Delhi under a scheme floated by DDA for allotment of shops to persons belonging to SC/ST.
2. By allotment letter dated 31st March, 1997 the said shop was allotted to the petitioner. The said letter specified the total amount payable by the petitioner. The calculation was made on the basis of the super area of the shop. The petitioner deposited the said amount and took possession of the shop on 19th May, 1998.
3. The petitioner claims that when he took possession of the shop, he found that plinth area of the shop was 20.10 square meters instead of

25.850 square meters as mentioned in the advertisement, which was published in the year 1996.

4. From the writ petition it is apparent that even after taking possession of the shop, no protest letter or objection was raised by the petitioner. He continued making payment of the installments. Objection with regard to plinth area was raised for the first time after nearly four years by letter dated 4th February, 2002. In this letter it is mentioned that the petitioner had applied for area measuring 25.85 square meters, but after taking possession, the area was found to be 20 square meters. DDA was accordingly asked to refund the balance amount already deposited by the petitioner along with interest.

5. DDA did not accept the said contention and by their letter dated 16th October, 2003 informed the petitioner that the shop area had been calculated on the basis of super area method but with effect from 2000-01 the shop area as mentioned in the tender document is on plinth area basis. Accordingly, the petitioner was informed that he can not rely upon the tenders issued in 2003. It was clarified that this explains the difference in area i.e. the plinth area of the shop allotted to the petitioner and the super area mentioned in the demand-cum-allotment letter.

6. The present writ petition was filed in April, 2007 asking for refund of

payment on the ground that area of shop mentioned in the demand-cum-allotment letter dated 31st March, 1997 is incorrect. The petitioner also impugnes letter dated 16th October, 2003. The petition is highly belated and bad for laches.

7. The petition is also liable to be dismissed on the principle of estoppel. The petitioner took possession of the shop in question in 1998 and till 2002 did not raise any objection on the question of area. Further, DDA has explained that prior to 2000-01 shop area was calculated on the basis of super area, which is always more than the plinth area, but subsequently from 2000-01 plinth area of the shop is mentioned in the tender documents. It is natural that when a person submits his bid pursuant to a tender or an auction, he takes into consideration whether the area mentioned is plinth area or super area and accordingly enhances or reduces his bid. Per square feet price of plinth area is higher than per square feet price of super area.

8. In view of the above, I do not find any merit in the present writ petition and the same is dismissed.

SANJIV KHANNA, J.

APRIL 09, 2008

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