

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

+ W.P.(C) 943/2007

RAJ KUMAR ARORA

..... Petitioner

Through : Mr. N Kinra, Advocate

versus

D.D.A

..... Respondent

Through : Counsel

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

ORDER

% 20.02.2008

1. The respondent/DDA has issued a fresh demand letter allotting flat no.566, 1st Floor, Sector A-10, Pocket 6, Narela to the petitioner. The cost of the flat as mentioned in the letter is Rs.5,07,700/-. In addition, the petitioner is to pay Rs.13,231.58, Rs.21,170.52 and Rs.1988/- towards service charges capitalized, ground rent capitalized and fire risk

cover, respectively. The letter states that the said allotment was made to the petitioner in the draw of lots held on 13th September, 2006.

2. Learned counsel for the DDA states that this cost has been calculated on the basis of the earlier demand-cum-allotment letter issued after the draw of lots held on 3rd January, 1994. The said demand-cum-allotment letter is enclosed as Annexure P-1 to the Writ Petition. The petitioner by the said allotment letter was also allotted flat no. 386, pocket-6, Sector A-10, Narela. The total cost payable for the said flat was Rs.5,32,500/- out of which the petitioner was liable to pay Rs.2,63,651.35 during the block period 18th April, 1994-17th May, 1994 or with interest upto 16th July, 1994. The balance amount was payable in 120 equal monthly installments of Rs.4460.69p w.e.f. 10th June, 1994.

3. The petitioner paid Rs.2,90,242.63p (Rs.2,63,651/- + interest) on or before 13th July, 1994 and thereafter possession letter dated 17th April, 1995 was issued.

4. The petitioner did not take possession of flat no. 386, pocket-6, sector A-10, Narela and DDA has allotted the said flat to another person, who is in possession of the same. The petitioner claims that basic amenities were not provided by DDA and therefore he did not take possession of the said flat. The petitioner however admits that he did not write any

letter to DDA during this period alleging that basic civic amenities were not available in the area.

5. I need not go into the other aspects, as the respondent-DDA has already issued new demand-cum-allotment letter allotting flat no. 566, first floor, Pocket-6, Sector A-10, Narela, to the petitioner. As is apparent from the letter itself, this demand cum allotment letter has been issued pursuant to draw of lots held on 13th September, 2006. The total consideration payable by the petitioner for the said flat after reducing the amounts already paid is Rs.2,99,403.67p. The petitioner has already paid another amount of Rs.3,22,000/- on 25th May, 2006. Learned counsel for the DDA states that the petitioner will be liable to pay watch and ward charges, restoration, cancellation charges and other statutory dues. Learned counsel for the petitioner states that the petitioner is ready and willing to make the said payment. DDA will calculate payments, if any, which are to be made by the petitioner within four weeks and the petitioner will pay the said demanded amount within four weeks thereafter. DDA will handover possession of the flat to the petitioner within 30 days after payment is made.

7. The petitioner apprehends that he may be asked to pay interest on Rs.2,99,403/- from July, 1994 onwards till he made the payment of

Rs.3,22,000/- on 25th May, 2006, i.e. the balance amount payable in terms of new demand-cum-allotment letter. The new demand-cum-allotment letter does not contain any clause relating to interest. I may also note here that the petitioner had deposited Rs.2,90,242.63p in 1994 but had not taken possession of the flat. It is admitted by the respondent-DDA that the said flat had been allotted to a third person without intimation to the petitioner. The petitioner is not being paid any interest on Rs.2,90,242.63p which was deposited by him on or before 13th July, 1994. DDA has from time to time floated schemes for waiver of interest on non-payment/late payment of hire purchase installments and waived interest. As the new demand cum allotment letter does not specifically stipulate that the petitioner is liable to pay interest on Rs.2,99,403.67p, the apprehension of the petitioner that he may be liable to pay interest w.e.f. 10th July, 1994 is not correct.

8. The Writ Petition is accordingly disposed of.

SANJIV KHANNA, J.

FEBRUARY 20, 2008

vld/P