

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

W.P. (C) No. 956/2007 & CM No. 1670/2007

DHARAM SINGH Petitioner
Through : Mr. Sumit Bansal, Advocate.

versus

D.D.A. Respondent
Through : Mr. Mr. Yeeshu Jain, Advocate

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

% **ORDER**
28.03.2008

1. Delhi Administration by letter dated 19th February, 1997 had recommended allotment of a plot measuring 150 square yards to Mr. Dharam Singh, the petitioner herein, in lieu of his land acquired way back in 1986. Pursuant to the recommendation, DDA by their letter dated 28th December, 1999 allotted plot No. 279, Block-B, Bagdolla measuring 100 square metres at Dwarka to the petitioner. He was asked to deposit the payment at provisional pre-determined rate of Rs.3462/- per square metre as notified by the Government of India for the year 1990-2000. The amount was to be paid in installments. It is an admitted case of the parties

that the petitioner paid the said installments in terms of the allotment letter as per the details given below:-

- (i) Rs.1,21,170/- on 22.02.2000.
- (ii) Rs.1,73,100/- on 20.04.2000.

2. Thereafter, the petitioner received another letter dated 31st May, 2001 asking the petitioner to deposit balance premium of Rs.51,930/- and C.O.P. charges of Rs.11/-. Petitioner was also asked to file some documents like undertaking, affidavit, photographs etc. The said amount of Rs.51,941/- was deposited on 29th June, 2001 and DDA was informed about the same. DDA once again by their letter dated 12th December, 2001 asked for some more documents. In response, the petitioner replied by his letter dated 28th December, 2001 pointing out that the format of the affidavit and documents required to be submitted had not been furnished. Thereafter, these documents were also submitted by the petitioner. DDA by their letter dated 9th June, 2003 had asked the petitioner to clarify about the name of his father as mentioned in the ration card and submit photographs on the plain sheet of paper. These particulars and details were furnished.

3. DDA by their letter dated 1st August, 2003 asked the petitioner to report for handing over physical possession of the plot on 13rd August, 2003. The petitioner reported but possession was not handed over to him

as it was found on physical verification that the plot size was 60 square metres and not 100 square metres. In the report dated 13th August, 2003 it is mentioned that possession could not be handed over due to physical verification of plot and as soon as it was checked and verified, possession would be handed over to the allottee on 5th September, 2003 at 11 a.m. Possession was not handed over on 5th September, 2003 also. We are now in 2008 and no plot has been allotted to the petitioner. DDA has retained money or the entire sale consideration deposited by the petitioner since 2000.

4. In the counter affidavit it is stated that plot could not be handed over to the petitioner due to shortage of land available at the site and it was decided to allot another plot as and when sufficient number of plots are available as per the policy for alternative allotment.

5. I may note here that by interim order dated 6th February, 2007 it was directed that the respondent-DDA will keep vacant one of the plots out of plot nos. 121-127, Block-B, Pocket-III, Sector 17, Dwarka for allotment to the petitioner. It is stated in the counter affidavit that plot bearing Nos. 121-127, Block-B-III, Sector-17, Dwarka are of the size of 125 square metres and not 100 square metres. It is submitted that these are only

seven plots and not ten plots and as per the policy of DDA, as and when sufficient plots are available, draw of lots will be held. It is also stated in the counter affidavit that as per the new policy, draw of lots can be conducted only if 10 plots are available and also the plots measuring upto 100 square metres should be situated on road width of upto 9 metres and plots above 100 square metres should be situated on the road width of upto 13.5 metres. Another statement made in the counter affidavit is that further allotment is to be made only in developing sectors.

6. As per the recommendation given by the Delhi Administration, the petitioner is entitled to allotment of plot measuring 150 square yards, which is about 125 square metres. Allotment letter was issued to the petitioner way back in December, 1999. The petitioner had made payment as demanded by the DDA for the said 100 square metres of plot way back in the year 2000. Wait cannot be endless. Cost of construction is going up every year. The petitioner should not be made to wait for eight years after he has deposited the full amount with the respondent. It was the fault of DDA as a wrong plot was allotted to the petitioner. The case of the petitioner cannot be equated with other cases where allotments are yet to be made. The present case is not one where several applications have to be considered before allotment is to be made. In the present case, due to

lapse on the part of DDA, the petitioner could not be given possession of the plot for which he has made full payment. Allotment was already made to the petitioner. The case of the petitioner, therefore, cannot be clubbed and treated like other cases where mere recommendations have been given by the Delhi Administration, but allotment letters have not been issued. The present case is one where allotment letter has been issued by DDA, but due to fault on the part of DDA, possession of the said plot cannot be handed over to the petitioner. It will not be just and fair to ask the petitioner to wait endlessly, even after he had deposited the full payment as demanded by the DDA way back in the year, 2000. Eight years have gone by since then. It is also not the case of the respondent-DDA that plots are not available.

7. In these circumstances, it is directed that DDA will allot a plot to the petitioner measuring 100 square metres or above but within the entitlement of the petitioner in Dwarka, Phase-I. If no plot of land is available in Dwarka Phase-I, he will be allotted a plot in Dwarka Phase-II. In case the plot to be allotted to the petitioner is more than 100 square metres, the cost price of the said additional land will be charged in terms of the policy of the DDA. The petitioner has already paid for 100 square metres of land as per the fixed rate prevailing in the year 1999-2000. The petitioner will not pay extra amount for the said 100 square metres. However, no interest will be paid to the petitioner on the amount deposited. The aforesaid allotment will

be completed within a period of six weeks from today. The writ petition is disposed of.

SANJIV KHANNA, J.

MARCH 28, 2008.

VKR/P