

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

+ W.P.(C) 11851/2006

MANJEET SINGH ..... Petitioner  
Through Mr.Munish Tyagi, Adv.

versus

D.D.A ..... Respondent  
Through Mr.Yeeshu Jain, Adv.

**CORAM:**  
**HON'BLE MR. JUSTICE SANJIV KHANNA**

**ORDER**  
**24.03.2008**

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1. The petitioner was originally allotted LIG flat No.97, Sector 15, Block G, Pocket 7, Rohini, Delhi vide letter dated 12.10.1990 on hire purchase basis. The petitioner deposited the initial amount as well as hire purchase installments on various dates till 08.4.1993. DDA however, was unable to hand over possession of the aforesaid flat. Later on in 20.8.1992, DDA had informed the petitioner that he has been allotted flat no.99 and not flat no.97.
2. The petitioner wrote letters and protested stating that injustice had been done to him and even in case of double allotment; he should have been allotted flat no.97 as per his priority number. The respondent/DDA did not respond to any of the letters written by the petitioner till 1996. By letter dated 22.11.1996 of DDA, the petitioner was informed that he was allotted flat No.99 and that by mistake flat no.97 was fed to the

computer. The mistake was regretted. It was accordingly stated that deposits made against flat no.97 would be adjusted against flat no.99. By another letter dated 21.5.1997, the petitioner was asked to furnish fresh documents for flat no.99.

3. From the above it is apparent that DDA did not respond and reply to any of the letters written by the petitioner from 1992 till 22.11.1996, when DDA clarified that it was not the case of double allotment and, therefore, priority number of the petitioner was not relevant but a case of mistake as the petitioner was actually allotted flat no.99 and not 97. Accordingly, I feel that DDA cannot charge interest on belated payment of hire purchase installments from 20.8.1993 onwards till letter dated 22.11.1996. Even if the respondent DDA had written letter dated 20.8.1993 stating that the petitioner has been allotted flat no.99, it was their duty and responsibility to reply to the repeated letters written by the petitioner alleging that the case was one of double allotment and the petitioner has been wrongly allotted flat no.99, though as per his priority number he should have been allotted flat no.97.
4. There is also merits in contention of the petitioner that DDA is liable to pay interest on the amount deposited by the petitioner after allotment letter dated 10.10.1990 was issued till letter dated 22.11.1996 was written by DDA. The petitioner will be entitled to interest @ 8% p.a. on the amount deposited by him on various dates pursuant to allotment

letter dated 12.10.1990 till 22.11.1996.

5. The petitioner however, will be liable to pay interest as per prescribed rate on late payment of the hire purchase instalments with effect from 22.11.1996 till the entire hire purchase amount was paid on 23.3.2006. DDA will calculate the amount payable by the petitioner in terms of order passed above and issue a fresh demand letter within six weeks from today. The petitioner will make payment of the interest amount within one month after demand letter is received. DDA within one month thereafter will complete all formalities and hand over possession of the flat to the petitioner.
6. The writ petition is disposed of.  
DASTI to both the parties.

**SANJIV KHANNA,J**

**MARCH 24, 2008**  
**RN/vld**

