

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

+ W.P.(C) 14778/2006

SAT PAL & ANR Petitioner
Through Ms.Richa Kapoor, Adv.

versus

DDA Respondent
Through Mr.(presence not given)

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

ORDER
02.04.2008

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1. The petitioner had filed an application for allotment of a flat under Narela Housing Scheme, 2004. The petitioner had deposited Rs.30,000/- and was successful in the draw of lots. On 25.5.2004, the demand cum allotment letter was issued to the petitioner for payment of disposal cost of the flat of Rs.5,66,796/-. Demand cum allotment letter also provided that payment could be made up to 22.12.2004 with interest. It was stated in clause 13 of the demand cum allotment letter that there would be automatic cancellation in case deposit was not made by 22.12.2004.
2. It is the admitted case that the petitioner did not make payment by 22.12.2004. About four days before the said date i.e. on 18.12.2004, the petitioner wrote a letter to DDA seeking permission to mortgage the property with a bank to arrange for loan. On 20.12.2004, DDA gave permission to the petitioner to mortgage the property. No payment was

made by the petitioner even thereafter.

3. After lapse of about 1 ½ years on 12.5.2006, the petitioner deposited Rs.7,39,000/- in the bank account of the respondent/DDA. This deposit in fact was made after DDA had issued show cause notice dated 1st May, 2006 asking the petitioner to produce evidence if he had made payment in terms of the demand cum allotment letter dated 25.5.2004. Thereafter, the petitioner was informed by DDA that his allotment was cancelled and cannot be restored. He was asked to apply for refund of the amount deposited by him.
4. Learned counsel for the petitioner submits that the issue of show cause notice dated 01.5.2006 shows that the allotment was not cancelled and time could be extended. She also submits that DDA has various policies under which time for payments have been extended and belated payments have been condoned. She has referred to some documents with the rejoinder and states that time for payment of money was extended in some cases.
5. I do not think issue of show cause notice dated 1st May, 2006 amounts to extension for time for making payment. Show cause notice was issued as a matter of caution to verify whether the petitioner had in fact made payment and therefore, he was required to submit documents. Show cause does not state that the time for making payment has been extended.

6. DDA has framed various policies and guidelines depending upon the scheme. Under several schemes, initial registration was made in 1979-81 but allotment could not be made because DDA was not able to construct flats within reasonable time. In view of factual background, DDA has framed schemes/guidelines for condonation of delay and extension of time to make payment. As far as Narela Housing Scheme is concerned, it was one time scheme. A particular number of flats were available for disposal. Applications were invited and allotments were made. Others were refunded the registration amounts. Clause 16 of the said scheme stipulates as under:-

“16. PERIOD FOR PAYMENT

Allottee is liable to make the payment within 90 days from the date of issue of demand letter without interest. Thereafter, the allottee is liable to deposit the amount in not more than next 90 days along with interest @ 15% p.a. compounded as on 31st March. If the payment is not made within 180 days from the date of demand letter, allotment of the flat will be automatically cancelled. No show cause notice / intimation will be given by the DDA for cancellation. No time extension for payment beyond the date of automatic cancellation would be given in this scheme. **Also no restoration is allowed, repeat no restoration is allowed** once the flat is automatically cancelled due to non payment. Allottees should submit the required papers to DDA (on their own) for refund if they fail to deposit the demanded amount within 180 days. The amount deposited will be refunded without interest and after deduction of cancellation charges as mentioned in para 13. **If the allottee fails to submit required documents within 180 days from the date of automatic cancellation, the amount deposited by allottee shall be forfeited.”**

7. It is made clear in the said clause that no extension of time beyond 180 days was permissible. It has been emphasized in the said clause that there shall be no restoration after 180 days and there would be an automatic cancellation and the registration amount deposited by the allottee shall be forfeited. In the present case, the period of 180 days expired on 22.12.2004. In fact, DDA went out for way to issue letter permitting the petitioner to mortgage the flat within 2 days after request was made by the petitioner on 18.12.2004. The payments were made in May, 2006 after almost 1 ½ years or 18 months from the date last payment was to be made. In view of the specific terms and conditions of the scheme, which was one time scheme and as the registration was valid only for the said scheme and for a particular number of flats, I do not find any merit in the present writ petition and the same is dismissed.
8. The petitioner is entitled to refund of the amount deposited by him. The petitioner will appear before the Director (Housing-II), DDA on 28.4.2008 at 3.30 p.m. along with relevant documents and refund cheque will be issued to him as per terms of the scheme.

SANJIV KHANNA,J

**APRIL 02, 2008
RN**

