

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

+ W.P.(C) 6284/2006

KISHORI LAL Petitioner
Through Ms.Richa Kapoor, Adv.

versus

D.D.A. Respondent
Through Mr.C.Mohan Rao, for Ms.Sangeeta Chandra,
Adv.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

ORDER
08.04.2008

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1. The petitioner had submitted highest tender and was allotted shop bearing No.S-21, CSC 13, Sector 16, Rohini vide demand letter dated 6th December, 2002. The area of the shop as mentioned in the demand cum allotment letter was 17.280 sq. yards.
2. It is the case of the petitioner that in June, 2000, he visited the said shop and found that there was a courtyard adjacent to the shop measuring 9.97 sq. mtrs. The case made out by the petitioner is that he made repeated representations to DDA to clarify whether he was being asked to pay for the courtyard, but there was no response from DDA and therefore, he has been compelled to approach this Court by way of the present writ petition, which was filed in the year 2006.
3. I may note here that the respondent/DDA in their affidavit has pointed out that after allotment letter dated 6/12.5.2000 was issued , the petitioner had

written letter dated 30.8.2000 asking for extension of time by 30 days to make payment. This time was granted by DDA. In this letter there is no mention about courtyard and whether or not the petitioner has been asked to pay for the same. The petitioner did not make payment of Rs.2,31,085/- in terms of demand cum allotment letter and by order dated 14.8.2001, allotment of the shop in favour of the petitioner was cancelled. It may be noted here that the demand cum allotment letter dated 6/5.12.2000 specifically stipulated that payment was to be made within 30 days of the issue of the said letter. Under the heading Payment Terms, it was stipulated :

“Payment Terms:

Please note that in case the payment is not received within the stipulated period i.e. on or before the due date, the allotment shall automatically stand cancelled and the amount of earnest money deposited by you shall stand forfeited without any notice.”

4. Thus the petitioner was always aware that in case he does not make payment within stipulated period, i.e. before the due date, allotment shall stand cancelled and the earnest money deposited shall be forfeited. It is apparent that allegation and story of courtyard is an after thought and was raised by the petitioner for the first time only in 2002, nearly one year after cancellation of the allotment was made by letter dated 14.8.2001. Allotment was made in 2000.
5. The present writ petition has been filed in the year 2006. The petition is

also bad for laches and delay, as it seeks to enforce allotment vide letter dated 06/12.5.2000, which was cancelled on 14.8.2001.

6. Learned counsel for the petitioner submits that the petitioner is ready and willing to pay current costs for the shop. It is not possible to accept the said prayer of the petitioner. The shop will have to be put for auction or tender in terms of Nazul Rules. The petitioner does not have any vested right to seek allotment of the said shop which was cancelled way back in 14.8.2001. There has been substantial increase in market prices between 2000 and 2006.
7. The writ petition is dismissed.

SANJIV KHANNA,J

APRIL 08, 2008
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