

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

+ W.P.(C) 6322/2007

V.S.THAPAR Petitioner
Through Mr. Gurinder Pal Singh & Mr. Nitin Mangla,
Advocates.

versus

D.D.A. & ORS Respondents
Through Ms. Sangeeta Chandra, Advocate.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

% **ORDER**
24.03.2008

1. The petitioner got himself registered on 8th May, 1980 under the New Pattern Scheme, 1979 for allotment of a MIG flat. At the time of registration, the petitioner was residing at 257, Thapar Nagar, Meerut.
2. In 1989, the petitioner shifted to Mohali and the respondent-DDA was informed about change of address by letter dated 21st August, 1989 sent by registered post. On 13th October, 1989, DDA confirmed having received the said letter for change of address and he was asked to submit documents. The petitioner submitted these documents by another letter

dated 31st January, 1990. The petitioner has filed on record photocopy of the postal receipts as well as acknowledgement card received after due service of the said letter.

3. The petitioner was allotted priority number 35607 and on his personal visit to the office of the DDA in December, 2005, he was informed that his registration stands cancelled because he has failed to comply with the letters written by DDA. The petitioner thereafter wrote repeated letters but did not elicit favourable response and has accordingly filed the present writ petition.

4. DDA in their counter affidavit have stated that on 31st December, 2002 the petitioner was allotted flat No. 310, Ground Floor, Section-14, Pocket-B, Phase-II, Dwarka and letter of demand-cum-allotment was issued at the original available address i.e. 257, Thapar Nagar, Meerut, U.P. This is unfortunate. DDA had already been informed about change of address and had written letter dated 13th October, 1989 to the petitioner at his new address at Mohali, Punjab. Petitioner cannot be penalized for default and negligence on the part of the DDA in maintaining their records and sending the letter at an incorrect address. DDA has further stated that someone had also collected demand-cum-allotment letter on behalf of the petitioner. Learned counsel for the respondent-DDA has produced original

file in the Court today. As per the said file, the original demand-cum-allotment letter sent to the petitioner after draw of lots on 31st December, 2002 was received back unserved as it was sent to Meerut address. On page 2 of the said file, there is an undated note, which reads “received demand letter signed for Virender Singh Thapar”. The name of the person who had received the said letter is not stated and his identity was not verified and no identity paper was kept on record. This is the second serious lapse on the part of the DDA. Before handing over the demand-cum-allotment letter, DDA should have verified identity of the person to whom the letter was being delivered and kept photocopy of his identity papers. Numerous cases of impersonation and fraudulent use of demand-cum-allotment letters have come to the notice of DDA. DDA thereafter it appears had received some letters asking for extension of time, which the petitioner states were never written by him. The petitioner has further alleged that DDA never tried to verify signatures on these letters. In fact, learned counsel for the petitioner submits that signatures on various letters do not tally and watch. The response of DDA in the counter affidavit in this regard is as under:-

“ Due to large volume of work, it is not possible for a Dealing Assistant to go so deep into an application as to be able to detect a difference in handwriting

etc. If the basic documents are submitted, the application is taken as correct.”

5. The said stand cannot be accepted and has to be rejected. DDA is a public authority and has to carefully examine their records. The petitioner has been waiting for allotment since 1979. Care and caution has to be exercised by the dealing assistants. In fact, in numerous cases DDA itself has noticed difference in signatures and has taken steps to verify the identity of the allottee and whether any third person playing fraud or was impersonating the allottee. Reliance placed by the respondent on public notices is also liable to be rejected as has been done in several decisions. The original scheme never envisaged issue of public notice. Further, in the present case, change of address was intimated and was brought on record of DDA as is clear from letter dated 13th October, 1989. There is no reason why DDA did not record the said change in their computer and the master file. DDA has also not produced the original file before this Court. The file produced before this Court begins with noting staring from 1st May, 2003. It is stated in the counter affidavit that the original registration file is missing and is not traceable. This again shows another lapse and default on the part of the DDA.

6. Keeping all these circumstances in mind, the writ petition is allowed with a direction that DDA will issue a fresh demand-cum-allotment letter on

the basis of cost price of the flat allotted to the petitioner prevailing on 31st December, 2002. The petitioner will pay interest on the cost price@ 8% per annum from the date the said amount became due and payable till demand is made. The petitioner will be also entitled to costs to the present litigation, which are assessed as Rs.10,000/-. Rs.10,000/- will be deducted from the amount demanded by the respondent from the petitioner while sending demand-cum-allotment letter. Demand-cum-allotment letter will be issued within a period of six weeks from today and possession of the flat will be given within four weeks after payment is made on completing all formalities.

The writ petition is disposed of.

SANJIV KHANNA, J.

MARCH 24, 2008

VKR

