

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

+ W.P.(C) 7349/2007 & CM 13985/2007

RAKESH KUMAR MINA Petitioner
Through Mr.Amarjeet Yadav, Adv.

versus

D.D.A & ORS Respondent
Through Ms.Manisha Tyagi, Adv. for DDA.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

ORDER
09.04.2008

%

1. The petitioner had applied for allotment of a built-up shop under SC/ST Scheme in 1996. In the draw of lot held on 27.3.1997, a built-up shop No.9 admeasuring 17.11 sq. mtrs. situated at CSC 11, Sector 3, Rohini, Delhi was allotted to the petitioner. Allotment letter dated 31st March, 1997 was issued and the petitioner was required to deposit 25% of the reserve price and other charges amounting to Rs.1,07,665/- within 60 days of the issue of the letter. It appears that the petitioner deposited the said amount on 28.5.1997.
2. With regard to the balance amount of 75%, clause 3 of the demand cum allotment letter stipulates as under:-

“3. As per clause (8) of the terms and conditions of allotment, you are required to pay 25% of the premium within 60 days. The balance 75% is to be paid in 24 equated monthly instalments inclusive of interest @ 6 per annum. The amount of monthly instalments shall be payable in advance by 10th of every month for which it is

due.”

3. There is no averment in the writ petition that the petitioner had complied with the said clause and made payment of 75% of the balance amount by way of 24 equated monthly installments along with interest @6% per annum.

4. The petitioner along with the writ petition has also filed letter dated 09.10.1997 written by DDA asking the petitioner to furnish the following documents:-

“2. Terms & Condition on non Judicial stamp paper worth Rs.2/- duly signed and attested by notary public with a notarial stamp of Rs.3/- and also signed in the joint name in case of married.

3. Affidavit regarding non availability/availing any benefit previously.

4. Under taking regarding payment of balance 75% premium.

7. Affidavit regarding source of finance.

8. Affidavit regarding marriage status.

9. Specimen signature on the joint name in case of marriages.

10. Four passport size photographs (Joint) in case married duly attested by the Gazetted officer.”

5. There is no letter available on record to show that the petitioner had complied with the letter dated 09.10.1997 and had furnished the said documents. It is also apparent from the writ petition that from 1997 till 02.6.2007, the petitioner had kept quiet and for the first time after about ten years had sent a legal notice making a claim on the aforesaid shop. The petitioner had lost interest in the shop and has

now expressed his interest because prices have shot up and the petitioner now finds it to be a viable proposition.

6. In these circumstances, I do not find any merit in the present writ petition and the same is liable to be dismissed. However, liberty is granted to the petitioner to approach DDA for refund of Rs. 1,07,665/- deposited by him by filing a representation. In case the petitioner is entitled to refund as per scheme/Rules, DDA will examine the representation and pass necessary orders.

SANJIV KHANNA, J.

APRIL 09, 2008.
RN/P

