

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

+ W.P.(C) 4361/2007

A.P.GULATI Petitioner
 Through Mr. Rajiv Dawar, Adv.

versus

LAND & DEVELOPMENT OFFICE & ANR Respondent
 Through Mr. B.V. Niren, CGSC.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

ORDER
% **27.10.2009**

1. The petitioner's father Mr. R.B. Gulati was granted lease hold right in respect of the property Nos. 181 to 184, New Rajinder Nagar, New Delhi, vide lease deed dated 30th July, 1960.
2. There was additional strip of land measuring 80 sq. yards adjacent to the abovesaid property. By letter dated 10th August, 1971, written to Mr. A.P. Gulati, Ministry of Rehabilitation, offered to allot the said additional strip of land on the terms and conditions stipulated therein. Rs. 8,000/- towards costs of the additional strip of land was to be deposited within 15 days of allotment after obtaining the necessary challan. The said letter records that if acceptance was not notified within 15 days, the offer would

be deemed to have been withdrawn. Thereafter, lease deed for the additional land was to be executed in the form approved by the Government of India.

3. Mr. R.B. Gulati by his letter dated 25th August, 1971, submitted that he had accepted the allotment/transfer of the additional strip of land measuring 80 sq. yards, but objected to the cost of Rs. 8,000/- as demanded on various grounds. He further submitted that the lease for additional strip of land should be executed without demanding any further amount or the amount should be calculated at the rate prevalent in the year, 1955.

4. The Ministry of Rehabilitation considered the request of the Mr. R.B. Gulati and by their letter dated 1st November, 1971 informed that no payment had been received till date and payment should be made within 15 days after obtaining requisite challan and in case payment was not made, the offer made earlier would be treated as withdrawn.

5. Mr. R.B. Gulati did not make the payment as stated in the letter dated 1st November, 1971 and by his letter dated 5th November, 1971, he again protested stating that he and not his son Mr. A.P. Gulati, was the owner of the property and the records may be corrected. He further stated that the price might be recalculated. It appears that Mr. R.B. Gulati made

representations dated 26th April, 1972 and 5th May, 1972, but there was no response from the Ministry of Rehabilitation.

6. Vide letters dated 15th April, 1974 and 24th June, 1974, late Mr. R.B. Gulati sent to separate cheques of Rs. 8,000/- to the Ministry of Rehabilitation. It is an admitted fact that the said cheques were not encashed by the Ministry of Rehabilitation. In these circumstances, it cannot be said that the Ministry of Rehabilitation had accepted the consideration for transfer of the plot in terms of their earlier letter dated 10th August, 1971 and 1st November, 1971. As stated above, the letter dated 1st November, 1971 had stipulated that in case payment was not made within 15 days, the offer sent earlier would be treated as withdrawn. The offer was not accepted by Mr. R.B. Gulati, who had repeatedly protested about the quantum of consideration demanded. Writing letters dated 15th April, 1974 and 24th June, 1974 enclosing therewith two separate cheques of Rs. 8,000/-, which were not encashed by the Ministry of Rehabilitation, do not confer any right on late Mr. R.B. Gulati or his successors. Merely sending cheques by post and receiving the same, does not amount to acceptance.

7. Late Mr. R.B. Gulati wrote letters dated 6th January, 1975, 18th July, 1975 and 16th August, 1975 to the Ministry of Rehabilitation pressing his

request for allotment of the additional strip of land. In the meanwhile, Ministry of Rehabilitation issued notice dated 14th November, 1975 under Section 19 read with Section 21 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 to Mr. R.B. Gulati for unauthorized occupation of land, the strip of land adjacent to plot No.182, New Rajinder Nagar, New Delhi.

8. Mr. R.B. Gulati died and the lease hold rights were mutated in favour of the petitioner in terms of the letter dated 26th November, 1985. There was complete silence by the petitioner thereafter for about 20 years.

9. In 2004, the petitioner; Mr. A.P. Gulati made a request for allotment of the additional strip of land. Reference was made to the earlier letters written by the Ministry of Rehabilitation dated 10th August, 1971 and 1st November, 1971 and two cheques of Rs. 8,000/-, which were sent by late Mr. R.B. Gulati in 1974, vide letters dated 15th April, 1974 and 24th June, 1974, which were never encashed. The petitioner sent a cheque of Rs. 8,000/- for allotment of additional strip of land vide letter dated 29th July, 2005. This cheque was returned back along with the letter dated 10th October, 2005, stating inter alia that additional strip of land was not allotted to the petitioner. The petitioner thereafter wrote some letters in 2005 and filed this writ petition in May, 2007.

9. The petitioner is not entitled to any relief on the basis of the offer letters dated 10th August, 1971 and 1st November, 1971. As per the said letters, the payments were required to be made within 15 days. The letter dated 1st November, 1971, specifically stipulated that in case payment was not made within 15 days, the offer would be treated as withdrawn. Admittedly, no payment was made within 15 days. Thereafter in 1974, vide letters dated 15th April, 1974 and 24th June, 1974, two separate cheques of Rs.8,000/- were sent to the Ministry of Rehabilitation, but the said cheques were never encashed. Mr. R.B. Gulati wrote some letters to the respondents for allotment of the additional strip of land. It cannot be said that any concluded and binding contract came into existence between the respondents and late Mr. R.B. Gulati, the father of the petitioner. The petitioner had remained quiet for a long period of time from 1985 and only in the year 2004, the petitioner again started making representation for allotment of additional strip of land measuring 80 sq. yards. The writ petition has no merit and is dismissed.

10. Learned counsel for the petitioner states that the petitioner is ready and willing to pay the current cost of the land. The petitioner is at liberty to make a request to the respondents. If, any such request is made, the same will be considered by the respondents in terms of their policy. In the facts

and circumstances of the present case, there will be no order as to cost.

SANJIV KHANNA, J.

OCTOBER 27, 2009

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