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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 7842/2012 & CM APPL. 19716/2012, 19717/2012

DEV RAJ

Through

..... Petitioner

Mr. R.K. Saini with Mr. Sitab Ali
Chaudhary, Advocates

versus

D.D.A.

Through

..... Respondent

Ms. Shobhna Takiar, Advocate

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Date of Decision: 11th July, 2013**CORAM:****HON'BLE MR. JUSTICE MANMOHAN****J U D G M E N T****MANMOHAN, J: (Oral)**

1. Present writ petition has been filed under Article 226 of the Constitution of India challenging the action of respondent-DDA in first cancelling the allotment of a flat to the petitioner without serving the Demand-cum-Allotment Letter at the permanent address which was also given at the time of registration and then declining to restore it. Additional payer for alternative allotment at the old rate along with interest has also been made.

2. The facts of the present case are that in 1989 the petitioner got himself registered with DDA under its Special Housing Registration Scheme for SC/ST, known as Ambedkar Awas Yojna vide registration No. 68 for

allotment of an MIG Flat on making payment of the registration deposit.

3. In the writ petition it is stated that at the time of registration, in the registration form, the petitioner had given two addresses as under:-

a) Current Address: A-4/548, Paschim Vihar, New Delhi

b) Permanent Address : Dalhousie Road, Nehru Nagar,
House No. 83, Pathankot-145001.

4. After filing of the registration form, petitioner shifted from A-4/548, Paschim Vihar, New Delhi but admittedly forgot to inform the DDA about the change of address.

5. In a draw held on 30th July, 2003, DDA included the name of the petitioner. In the said draw, petitioner was allotted an MIG flat bearing No. 275 (Ground Floor), Pocket-6, Sector 83, Rohini and the Demand-cum-Allotment Letter was sent to the petitioner at his current address, i.e., A-4/548, Paschim Vihar, New Delhi. However, as the petitioner had shifted his residence from there by then, the said allotment letter was returned undelivered. Subsequently, on account of non-payment of demand amount, DDA cancelled the allotment.

6. Mr. R.K. Saini, learned counsel for the petitioner states that upon receipt of the undelivered allotment letter, DDA did not make any effort to resend the same at the petitioner's permanent address, which was also given at the time of registration and was available on record with the DDA. In this connection, Mr. Saini draws this Court's attention to respondent-DDA's counter-affidavit wherein it has been stated *'It is submitted that the Demand cum Allotment letter was sent by the Respondent DDA to the residential address viz., A-4/548, Paschim Vihar, New Delhi – 110063 as given by the*

petitioner in the Registration Form. The said letter was returned back undelivered by postal authority with remarks “No such person in this address.” The permanent address as mentioned in the application form was found without house number or street number and as such it appeared incomplete. Thereafter, the applicant was intimated vide letter dated 05.11.2003 to attend the office in public hearing on any working day of Monday or Thursday to collect the demand cum allotment letter since it has been returned by the postal authority and this letter was sent at the address of the applicant as well as on the occupational address i.e. Sh. Dev Raj, Bharat Petroleum Corporation Ltd., Shakur Basti, Delhi. Letter dt. 05.11.2003 was not received back undelivered as per record.

7. Mr. Saini submits that when the permanent address of the petitioner was very much available with DDA in its record and the Demand-cum-Allotment Letter had been returned undelivered, DDA was legally bound to resend the allotment letter at the permanent address given at the time of registration and only when from there also it came back undelivered then only the allotment could have been cancelled. Mr. Saini further states that in other cases respondent-DDA has sent intimation at both postal as well as permanent address.

8. Mr. Saini vehemently submits that even if the applicant mentions his permanent address as C/o. President, United States of America, White House, Washington DC, DDA is obliged in law to send the allotment letter at the said address. In support of his submission, Mr. Saini refers to and relies upon the judgment of this Court in ***Prem Bhatnagar Vs. Delhi Development Authority, WP(C) 592/2011*** decided on ***19th May, 2011*** wherein it has been held as under:-

“13. In the case of Hirdayapal Singh (supra), applicant (petitioner in the case) had mentioned only one address in the application form, but subsequently he informed the DDA about his permanent address and the court was of the view that once demand letter was returned undelivered the DDA should have sent the demand letter at all the addresses available in the file of the DDA. To my mind the case of the petitioner is on a better footing as at the time of registering herself for allotment of a LIG flat the petitioner in the application form had mentioned her occupational address by enclosing her salary certificate issued by the school where the petitioner was working, filing of a copy of the salary certificate was a mandatory requirement and thus has to be considered to be a part of the form. No doubt the petitioner has been careless in filling up the application form and not providing her occupational address in the column provided, but the file of the DDA would comprise not more than seven pages, which include four annexures and two pages of the application form. The dealing clerk should have acted in the interest of the allottee, a common citizen, who has been waiting for more than two and a half decades for a flat in her name. DDA was duty bound to go through the entire file to ascertain if any other address was available and the demand-cum-allotment letter should have been sent at the occupational address which was available in file of the DDA. As the DDA has not acted diligently, in such a situation the benefit must go to the common man and the policy dated 25.2.2005 should also apply in the facts of the present case. In my view in the facts of the present case, once demand-cum-allotment letter was received back to the DDA undelivered, the DDA should have carefully perused the file and ensured that demand-cum allotment letter is sent at all the addresses available in the file.”

9. On the other hand, Ms. Shobhna Takiar, learned counsel for respondent-DDA submits that the present petition is barred by delay and laches. She states that the petitioner has not filed the present writ petition within reasonable time inasmuch as the same has been filed nearly nine

years after the petitioner's allotment was cancelled. In support of her submission, she relies upon the judgment of the Supreme Court in ***Banda Development Authority, Banda Vs. Moti Lal Agarwal & Ors., (2011) 5 SCC 394*** wherein it has been held as under:-

“17. It is true that no limitation has been prescribed for filing a petition under Article 226 of the Constitution but one of the several rules of self-imposed restraint evolved by the superior courts is that the High Court will not entertain petitions filed after long lapse of time because that may adversely affect the settled/crystallised rights of the parties. If the writ petition is filed beyond the period of limitation prescribed for filing a civil suit for similar cause, the High Court will treat the delay unreasonable and decline to entertain the grievance of the petitioner on merits.”

(emphasis supplied)

10. Ms. Takiar further contends that when demand-cum-allotment letter was posted by respondent-DDA at petitioner's correct address as given in the registration form and when the said letter was returned undelivered, the service of demand-cum-allotment letter has to be treated as 'served' upon the petitioner. In support of her submission she relies upon the judgment of the Supreme Court in ***Madan and Co. Vs. Wazir Jaivir Chand, (1989) 1 SCC 264*** wherein it has been held as under:-

“6.....if a registered letter addressed to a person at his residential address does not get served in the normal course and is returned, it can only be attributed to the addressee's own conduct. If he is staying in the premises, there is no reason why it should not be served on him. If he is compelled to be away for some time, all that he has to do is to leave necessary instructions with the postal authorities either to detain the letters addressed to him for some time until he returns or to forward them to the

address where he has gone or to deliver them to some other person authorised by him. In this situation, we have to choose the more reasonable, effective, equitable and practical interpretation and that would be to read the word “served” as “sent by post”, correctly and properly addressed to the tenant, and the word “receipt” as the tender of the letter by the postal peon at the address mentioned in the letter. No other interpretation, we think, will fit the situation as it is simply not possible for a landlord to ensure that a registered letter sent by him gets served on, or is received by, the tenant.

(emphasis supplied)

11. Ms. Takiar also contends that permanent address mentioned in the application form was without any house number or street number and, therefore, no letter was sent at the second address mentioned in the application form. She has in Court produced the original Application Form to show that there was no street number or house number mentioned in it.

12. Ms. Takiar submits that the judgments relied upon by Mr. Saini are not applicable to the facts of the present case as the form in the present Scheme is different from that of the Schemes dealt with by this Court in those judgments.

13. Ms. Takiar also points out that petitioner is not entitled for allotment of flat under the Ambedkar Awas Yojna as it has already closed. Consequently, according to her, petitioner is only entitled for refund of the original registration amount subject to production of original documents.

14. In rejoinder, Mr. Saini submits that the Supreme Court’s judgment in ***Madan and Co.*** (supra) is confined to interpretation of a particular statutory provision of Jammu and Kashmir Houses & Shops Rent Control Act, 1966 and cannot be considered as *ratio decidendi*. He also submits that the issue

in the present case is entirely different from the one decided by the Supreme Court in said case. Mr. Saini relies upon the judgments of the Supreme Court in ***Dalbir Singh and others Vs. State of Punjab, AIR 1979 SC 1384*** and ***Union of India and others Vs. Dhanwanti Devi and others, (1996) 6 SCC 44***. In ***Dhanwanti Devi and others*** (supra) Supreme Court has held as under:-

“9. Before advertng to and considering whether solatium and interest would be payable under the Act, at the outset, we will dispose of the objection raised by Shri Vaidyanathan that Hari Krishan Khosla case [1993 Supp (2) SCC 149] is not a binding precedent nor does it operate as ratio decidendi to be followed as a precedent and is per se per incuriam. It is not everything said by a Judge while giving judgment that constitutes a precedent. The only thing in a Judge's decision binding a party is the principle upon which the case is decided and for this reason it is important to analyse a decision and isolate from it the ratio decidendi.....What is of the essence in a decision is its ratio and not every observation found therein nor what logically follows from the various observations made in the judgment. Every judgment must be read as applicable to the particular facts proved, or assumed to be proved, since the generality of the expressions which may be found there is not intended to be exposition of the whole law, but governed and qualified by the particular facts of the case in which such expressions are to be found. It would, therefore, be not profitable to extract a sentence here and there from the judgment and to build upon it because the essence of the decision is its ratio and not every observation found therein. The enunciation of the reason or principle on which a question before a court has been decided is alone binding as a precedent. The concrete decision alone is binding between the parties to it, but it is the abstract ratio decidendi, ascertained on a consideration of the judgment in relation to the subject-matter of the decision, which alone has the force of law and which, when it is clear what it was, is binding. It is only the principle laid down in the judgment that is binding law under

Article 141 of the Constitution. A deliberate judicial decision arrived at after hearing an argument on a question which arises in the case or is put in issue may constitute a precedent, no matter for what reason, and the precedent by long recognition may mature into rule of stare decisis. It is the rule deductible from the application of law to the facts and circumstances of the case which constitutes its ratio decidendi.

10. Therefore, in order to understand and appreciate the binding force of a decision it is always necessary to see what were the facts in the case in which the decision was given and what was the point which had to be decided. No judgment can be read as if it is a statute. A word or a clause or a sentence in the judgment cannot be regarded as a full exposition of law. Law cannot afford to be static and therefore, Judges are to employ an intelligent technique in the use of precedents.....”

15. Mr. Saini also relies upon a judgment of this Court in ***Ravi Dass Vs. Delhi Development Authority, W.P.(C) 5554/2011*** decided on ***16th February, 2012*** wherein with regard to present Scheme it has been held as under:-

“12. Having regard to the fact that the respondent/DDA has circulated an Office Order dated 25.2.2005, which deals with a policy pertaining to issuance of a demand letter at wrong address and missing priority cases of DDA, the same would apply to the petitioner herein as well. Para 2 of the aforesaid Office Order is relevant for consideration and the same is reproduced hereinbelow:

“2. In cases, where such an intimation has been made but the allottee has not approached the DDA within a period of four years from the date of allotment, the allottee shall be considered for allotment of flat at the old cost prevalent at the time of original allotment + 12% simple interest w.e.f. the date of original allotment till the date of issue of fresh Demand-cum-Allotment Letter.”

13. The aforesaid office order would be applicable if the respondent/DDA does not dispatch the demand-cum-allotment letter to an allottee at the addresses as are available in its record. The present decision is in line with the decision taken by a co-ordinate Bench in the case of Hirdayapal Singh (supra). ”

16. Having heard learned counsel for parties this Court is of the opinion that present petition is not barred by delay and laches as it is the petitioner's case that he never received the rejection letter.

17. However, this Court finds that in the present case the demand-cum-allotment letter was posted by the respondent-DDA at the petitioner's correct postal address for correspondence. Admittedly, the same was returned unserved.

18. Further, admittedly, DDA was not intimated about any change of address by the petitioner.

19. Upon a perusal of the original file, this Court also finds that a false averment has been made in the writ petition inasmuch as the permanent address alleged to have been mentioned in the registration form by the petitioner is stated to be Dalhousie Road, Nehru Nagar, House No. 83, Pathankot-145001. However, in the original file, permanent address mentioned by the petitioner is Nehru Nagar, Dalhousie Road, Pathankot. No house number or street number has been mentioned. Consequently, petitioner has not approached this Court with clean hands and has tried to mislead the Court. The Supreme Court in ***K.D. Sharma vs. Steel Authority of India Limited and Others***, (2008) 12 SCC 481 has held as under:-

" 34. The jurisdiction of the Supreme Court under Article 32 and of the High Court under Article 226 of the Constitution is extraordinary, equitable and discretionary. Prerogative writs

mentioned therein are issued for doing substantial justice. It is, therefore, of utmost necessity that the petitioner approaching the writ court must come with clean hands, put forward all the facts before the court without concealing or suppressing anything and seek an appropriate relief. If there is no candid disclosure of relevant and material facts or the petitioner is guilty of misleading the court, his petition may be dismissed at the threshold without considering the merits of the claim.

35. *The underlying object has been succinctly stated by Scrutton, L.J., in the leading case of R. v. Kensington Income Tax Commrs. in the following words: (KB p. 514)*

“.... it has been for many years the rule of the court, and one which it is of the greatest importance to maintain, that when an applicant comes to the court to obtain relief on an ex parte statement he should make a full and fair disclosure of all the material facts—it says facts, not law. He must not misstate the law if he can help it—the court is supposed to know the law. But it knows nothing about the facts, and the applicant must state fully and fairly the facts; and the penalty by which the court enforces that obligation is that if it finds out that the facts have not been fully and fairly stated to it, the court will set aside any action which it has taken on the faith of the imperfect statement.”

(emphasis supplied)

36. *A prerogative remedy is not a matter of course. While exercising extraordinary power a writ court would certainly bear in mind the conduct of the party who invokes the jurisdiction of the court. If the applicant makes a false statement or suppresses material fact or attempts to mislead the court, the court may dismiss the action on that ground alone and may refuse to enter into the merits of the case by stating, “We will not listen to your application because of what you have done.” The rule has been evolved in the larger public interest to deter unscrupulous litigants from abusing the process of court by deceiving it.*

37. *In Kensington Income Tax Commrs. Viscount Reading, C.J. observed: (KB pp. 495-96)*

“... Where an ex parte application has been made to this Court for a rule nisi or other process, if the Court comes to the conclusion that the affidavit in support of the application was not candid and did not fairly state the facts, but stated them in such a way as to mislead the Court as to the true facts, the Court ought, for its own protection and to prevent an abuse of its process, to refuse to proceed any further with the examination of the merits. This is a power inherent in the Court, but one which should only be used in cases which bring conviction to the mind of the Court that it has been deceived. Before coming to this conclusion a careful examination will be made of the facts as they are and as they have been stated in the applicant's affidavit, and everything will be heard that can be urged to influence the view of the Court when it reads the affidavit and knows the true facts. But if the result of this examination and hearing is to leave no doubt that the Court has been deceived, then it will refuse to hear anything further from the applicant in a proceeding which has only been set in motion by means of a misleading affidavit.”

(emphasis supplied)

38. *The above principles have been accepted in our legal system also. As per settled law, the party who invokes the extraordinary jurisdiction of this Court under Article 32 or of a High Court under Article 226 of the Constitution is supposed to be truthful, frank and open. He must disclose all material facts without any reservation even if they are against him. He cannot be allowed to play “hide and seek” or to “pick and choose” the facts he likes to disclose and to suppress (keep back) or not to disclose (conceal) other facts. The very basis of the writ jurisdiction rests in disclosure of true and complete (correct) facts. If material facts are suppressed or distorted, the very functioning of writ courts and exercise would become impossible. The petitioner must disclose all the facts having a*

bearing on the relief sought without any qualification. This is because "the court knows law but not facts".

20. Moreover, as the permanent address furnished by the petitioner in his registration form is incomplete, in the opinion of this Court, law does not contemplate any party to do an impossible or infructuous act. Consequently, petitioner's submission that DDA is bound to send a letter at applicant's permanent address even if the applicant mentions his permanent address as C/o. President, United States of America, White House, Washington DC is untenable.

21. Perusal of the original file also reveals that communication dated 05th November, 2003 was also sent to the occupational address of the petitioner. Consequently, this Court is of the view that the respondent-DDA in the present case had on its part made all efforts to serve the Demand-cum-Allotment letter upon the petitioner.

22. Petitioner's reliance on ***Hirdayapal Singh Vs. DDA, WP(C) 15002/2006***, decided on ***6th February, 2007***, ***Ravi Dass*** (supra) and ***Prem Bhatnagar*** (supra) would not help petitioner's case as in those cases full and complete addresses had been given and the Court held that DDA should have despatched the demand-cum-allotment letter at all the addresses available in the file. In the present case, DDA did send communications at the postal address and the occupational address of the petitioner but not at the permanent address which is an incomplete address.

23. Even otherwise, this Court finds that judgments in ***Hirdayapal Singh*** (supra), ***Ravi Dass*** (supra) and ***Prem Bhatnagar*** (supra) have been delivered without having an occasion to consider the Supreme Court judgment in the case of ***Madan and Co.*** (supra) In the opinion of this Court,

the Supreme Court in the aforesaid case has clearly enunciated the law that a party who is required to be served with a notice by post, is required to do nothing more than to post a letter at the residential address of the other party. In fact, in a subsequent Supreme Court's judgment in ***Indu Bhushan Vs. Munna Lal and Another, (2007) 14 SCC 42*** the Supreme Court has clarified that effect of endorsements such as "not found", "not in station" or addressee has left" was considered in ***Madan and Co.*** (supra). It is pertinent to mention that by virtue of the judgment in the case of ***Madan and Co.*** (supra) a very valuable statutory defence of one of the parties was defeated inasmuch as the said statute prohibited initiation of proceedings till a prior notice was served and received by the tenant. Surely, Courts by a judgment cannot cast a heavier onus on DDA to serve the Demand-cum-Allotment letter than what was interpreted by the Supreme Court in ***Madan and Co.*** (supra) case wherein there was a statutory obligation to serve a prior notice.

24. Undoubtedly, a judgment is not to be read like an enactment and a judgment is to be understood in the light and facts of the said case, but in ***Madan and Co.*** (supra) Supreme Court has enunciated a principle of law, which cannot be ignored.

25. In ***Municipal Corporation of Delhi Vs. Gurnam Kaur, (1989) 1 SCC 101*** the Supreme Court has held that precedents sub silentio and without arguments are of no moment. The relevant portion of the said judgment is reproduced hereinunder:-

"11. Pronouncements of law, which are not part of the ratio decidendi are classed as obiter dicta and are not authoritative. With all respect to the learned Judge who passed the order in Jamna Das case [Writ Petitions Nos. 981-82 of 1984] and to the learned Judge who agreed with him, we cannot concede that this

Court is bound to follow it. It was delivered without argument, without reference to the relevant provisions of the Act conferring express power on the Municipal Corporation to direct removal of encroachments from any public place like pavements or public streets, and without any citation of authority. Accordingly, we do not propose to uphold the decision of the High Court because, it seems to us that it is wrong in principle and cannot be justified by the terms of the relevant provisions. A decision should be treated as given per incuriam when it is given in ignorance of the terms of a statute or of a rule having the force of a statute. So far as the order shows, no argument was addressed to the court on the question whether or not any direction could properly be made compelling the Municipal Corporation to construct a stall at the pitching site of a pavement squatter. Professor P.J. Fitzgerald, editor of the Salmond on Jurisprudence, 12th Edn. explains the concept of sub silentio at p. 153 in these words:

A decision passes sub silentio, in the technical sense that has come to be attached to that phrase, when the particular point of law involved in the decision is not perceived by the court or present to its mind. The court may consciously decide in favour of one party because of point A, which it considers and pronounces upon. It may be shown, however, that logically the court should not have decided in favour of the particular party unless it also decided point B in his favour; but point B was not argued or considered by the court. In such circumstances, although point B was logically involved in the facts and although the case had a specific outcome, the decision is not an authority on point B. Point B is said to pass sub silentio.

12. In Gerard v. Worth of Paris Ltd. (k). [(1936) 2 All ER 905 (CA)] , the only point argued was on the question of priority of the claimant's debt, and, on this argument being heard, the court granted the order. No consideration was given to the question whether a garnishee order could properly be made on an account standing in the name of the liquidator. When, therefore, this very point was argued in a subsequent case before the Court of Appeal in Lancaster Motor Co. (London) Ltd. v. Bremith Ltd.

[(1941) 1 KB 675] , the court held itself not bound by its previous decision. Sir Wilfrid Greene, M.R., said that he could not help thinking that the point now raised had been deliberately passed sub silentio by counsel in order that the point of substance might be decided. He went on to say that the point had to be decided by the earlier court before it could make the order which it did; nevertheless, since it was decided “without argument, without reference to the crucial words of the rule, and without any citation of authority”, it was not binding and would not be followed. Precedents sub silentio and without argument are of no moment. This rule has ever since been followed. One of the chief reasons for the doctrine of precedent is that a matter that has once been fully argued and decided should not be allowed to be reopened. The weight accorded to dicta varies with the type of dictum. Mere casual expressions carry no weight at all. Not every passing expression of a judge, however eminent, can be treated as an ex cathedra statement, having the weight of authority.”

26. In ***State of U.P. and Another Vs. Synthetics and Chemicals Ltd. and Another, (1991) 4 SCC 139***, the Supreme Court held that any declaration or conclusion arrived at without application of mind or without considering a binding precedent cannot be deemed to be declaration of law or authority of a general nature binding as a precedent. The relevant portion of the said judgment is reproduced hereinbelow:-

“40. ‘Incuria’ literally means ‘carelessness’. In practice per incuriam appears to mean per ignoratium. English courts have developed this principle in relaxation of the rule of stare decisis. The ‘quotable in law’ is avoided and ignored if it is rendered, ‘in ignoratium of a statute or other binding authority’. (Young v. Bristol Aeroplane Co. Ltd. [(1944) 1 KB 718 : (1944) 2 All ER 293]). Same has been accepted, approved and adopted by this Court while interpreting Article 141 of the Constitution which embodies the doctrine of precedents as a matter of law. In Jaisri Sahu v. Rajdewan Dubey [(1962) 2 SCR 558 : AIR 1962 SC 83]

this Court while pointing out the procedure to be followed when conflicting decisions are placed before a bench extracted a passage from Halsbury's Laws of England incorporating one of the exceptions when the decision of an appellate court is not binding.

41. Does this principle extend and apply to a conclusion of law, which was neither raised nor preceded by any consideration. In other words can such conclusions be considered as declaration of law? Here again the English courts and jurists have carved out an exception to the rule of precedents. It has been explained as rule of sub-silentio. "A decision passes sub-silentio, in the technical sense that has come to be attached to that phrase, when the particular point of law involved in the decision is not perceived by the court or present to its mind." (Salmond on Jurisprudence 12th Edn., p. 153). In Lancaster Motor Company (London) Ltd. v. Bremith Ltd. [(1941) 1 KB 675, 677 : (1941) 2 All ER 11] the Court did not feel bound by earlier decision as it was rendered 'without any argument, without reference to the crucial words of the rule and without any citation of the authority'. It was approved by this Court in Municipal Corporation of Delhi v. Gurnam Kaur. [(1989) 1 SCC 101] The bench held that, 'precedents sub-silentio and without argument are of no moment'. The courts thus have taken recourse to this principle for relieving from injustice perpetrated by unjust precedents. A decision which is not express and is not founded on reasons nor it proceeds on consideration of issue cannot be deemed to be a law declared to have a binding effect as is contemplated by Article 141. Uniformity and consistency are core of judicial discipline. But that which escapes in the judgment without any occasion is not ratio decidendi. In B. Shama Rao v. Union Territory of Pondicherry [AIR 1967 SC 1480 : (1967) 2 SCR 650 : 20 STC 215] it was observed, 'it is trite to say that a decision is binding not because of its conclusions but in regard to its ratio and the principles, laid down therein'. Any declaration or conclusion arrived without application of mind or preceded without any reason cannot be deemed to be declaration of law or authority of a general nature

binding as a precedent. Restraint in dissenting or overruling is for sake of stability and uniformity but rigidity beyond reasonable limits is inimical to the growth of law.”

27. Consequently, as judgments in **Hirdayapal Singh** (supra), **Ravi Dass** (supra) and **Prem Bhatnagar** (supra) cited by Mr. Saini have been delivered without considering the judgment of Supreme Court in **Madan and Co.** (supra), this Court has grave doubts with regard to their precedential value. However, this Court does not deem it appropriate to refer the matter to a larger Bench in view of its factual conclusions that the petitioner tried to mislead this Court and DDA on the basis of records available had done its best to serve the Demand-cum-Allotment letter upon the petitioner. Further, as Ambedkar Awas Yojna has already been closed, petitioner is not entitled to any relief. Consequently, present writ petition and pending applications are dismissed, but with no order as to costs.

MANMOHAN, J

JULY 11, 2013

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