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

+ **W.P.(C) 1929/2012**

KISHORI LAL

..... Petitioner

Through Ms Suman Kapoor, Advocate.

versus

GOVT.OF NCT OF DELHI & ANOTHER Respondents

Through Mr Sanjay Ghose, ASC with
Ms Aparajita Sharma, Advocate for R1/GNCTD.
Mr Abhimanyu, Advocate for R2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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25.07.2017

1. The petitioner has filed the present petition, *inter alia*, praying as under:-

"(A) Allow the writ petition with cost issue a Writ of Certiorari and or any other appropriate writ and quash the order/letter for cancellation of plot issued by the Respondent.

(B) To direct the Respondent to restore the cancelled plot No. 101, measuring 100 sq. meter in Pocket G, Sector-5, Bawana Industrial Complex, Delhi and to deliver the possession to the Petitioner Or in alternate to allot any other similarly located plot of same measurement in area of Bawana Main or Bawana II Bhorgarh Area, Delhi."

2. The petitioner was running a factory of footwear under the name and style of M/s Geeta Foot Wear Industries at 1933/43, Naiwala Street, Karol

Bagh, New Delhi from 18.06.1976 till 1997. The said unit was in a non-confirming area and therefore was required to be relocated.

3. On 31.12.1996, the petitioner applied for allotment of an industrial plot measuring 200 sq. meter under the Relocation Scheme of Respondent No.2 (hereafter 'the DSIIDC'). The petitioner also deposited a sum of ₹60,000/- along with his application being 10% of the amount calculated on the indicative rate of ₹3000/- per sq. mt.

4. The petitioner received an allotment letter dated 25.04.2000 as he was found to be provisionally eligible for allotment of an industrial plot measuring 100 sq metres and the petitioner was called upon to deposit a sum of ₹30,000/- towards the first instalment equivalent to 30% of total estimated cost of the plot. The said deposit was to be made by the petitioner within a period of three weeks from the date of issue of the said letter. It was also specifically stated that the petitioner would be liable to pay interest at the rate of 18% for any delayed payment and if that payment was not made within a period of 60 days from the date of issue of the letter, the plot was liable to be cancelled. Apparently, DSIIDC also issued other letters requiring the petitioner to deposit the balance amount.

5. Concededly, the petitioner failed to deposit the amount required for the allotment of the said plot. DSIIDC issued another letter dated 24.07.2001 calling upon the petitioner to give proof of payment of the amounts, failing which the allotment would stand cancelled. Thereafter, DSIIDC issued another letter dated 08.04.2002 calling upon the petitioner to pay the balance payment of 50% and take possession of the plot bearing No. 101 in Pocket-

G, Sector-5, Bawana Industrial Complex, which was allotted to the petitioner. However, the said letter also mentioned that those allottees who have not deposited 50% cost of the plot by 31.03.2001 would not be eligible for making the payment.

6. Apparently, on account of non-payment of the amounts payable in respect of the allotment of the said plot, the same was cancelled on 16.08.2004. The plot in question (bearing No. 101 in Pocket-G, Sector-5, Bawana Industrial Complex) was subsequently allotted to M/s Makhija Engineering Works. The physical possession of the plot in question was also taken over by that entity on 13.04.2007.

7. Although, the petitioner has indicated the mitigating circumstances in which the petitioner could not make the payment within time, this court finds itself unable to assist the petitioner in obtaining allotment of the industrial plot in question. Sufficient opportunity was granted to the petitioner to make the payments and the decision of DSIIDC to cancel the allotment cannot be faulted. There is also considerable delay on the part of the petitioner in approaching this court.

8. However, the sum of ₹60,000/- which was deposited by the petitioner way back on 31.12.1996 continues to be retained by the DSIIDC. In this regard, this court finds no reason why the same should not have been refunded immediately on cancellation of the allotment of the plot.

9. In the circumstances, this court is of the opinion that the ends of justice would be met if DSIIDC is directed to refund the sum of ₹60,000/- stated to have been deposited by the petitioner on 31.12.1996 along with

interest at the rate of 12% per annum within a period of four weeks from today.

10. The petition is disposed of with the aforesaid directions.

VIBHU BAKHRU, J

JULY 25, 2017

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