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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 5963/2017, CM Nos. 24767/2017 & 32166/2017**
SHRI NARINDER SINGH BROCA

..... Petitioner

Through: Mr. Sandeep P. Agarwal, Sr. Adv.
with Mr. Rajesh Pathak, Adv.

versus

DELHI DEVELOPMENT AUTHORITY

..... Respondent

Through: Mr. Karan Sharma, Adv. with Mr.
Rohit, Adv. for DDA

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **31.01.2018**

1. The present petition has been filed by the petitioner challenging the communication dated June 21, 2017 whereby the respondent DDA has demanded an amount of ` 3,62,578/- on account of restoration charges and interest on the belated payment.
2. The facts are, the respondent in the year 1981 floated a Scheme named "*Rohini Residential Scheme-1981*". On March 18, 1981, the petitioner registered himself under the said Scheme for allotment of MIG plot and had accordingly deposited a sum of `5,000/-. It is the case of the

petitioner, after his retirement, he is permanently settled in Panchkula, Haryana and this fact was notified to the respondent on July 14, 2011.

3. Mr. Sandeep Agarwal, learned Senior Counsel for the petitioner has also drawn my attention to an RTI reply received by the petitioner on the address at Panchkula. It is his submission the respondent was aware of the changed address of the petitioner. It is contended by Mr. Agarwal, through an RTI application the petitioner was informed that he has been assigned Priority No. 18605 and in the last draw of lots priority numbers up to 9376 have been covered. It was informed by the respondent that since priority number of the petitioner had not matured, the petitioner has to wait for his turn. It is contended by Mr. Agarwal that the petitioner in the last week of March, 2016 saw an advertisement published in the daily newspaper regarding allotment of plots under Rohini Residential Scheme and checked the status of his priority number from the website of the respondent and learnt that in the draw of lots held on June 12, 2012, the petitioner was allotted Plot No.111, Block No.C1, Sector 30, Rohini, New Delhi. Immediately thereafter, the petitioner vide letter dated April 07, 2016 informed the respondent that against the aforesaid plot allotted to him, he has not received any allotment letter. On May 26, 2016 or immediately

thereafter, the petitioner was in receipt of letter from the respondent, which was sent along with the allotment cum demand letter dated January 28, 2015 whereby the respondent had called upon the petitioner to comply with the terms of allotment cum demand letter dated January 28, 2015. Accordingly, the petitioner vide letter dated July 18, 2016 requested the respondent to reschedule the demand as the payment conditions mentioned in the said demand letter dated January 28, 2015 could not be complied with by the petitioner without having received the same. The respondent instead of rescheduling the payment date, issued a notice dated July 12, 2016 whereby informing the petitioner that in case the entire demand raised in the allotment letter is not paid by July 25, 2016, the allotment of the said plot shall be cancelled.

4. As the respondent had not rescheduled the terms of payment and his request to include the name of his daughter as a co-allottee, the petitioner has filed a writ petition No. 2314/2017. During the pendency of the writ petition, the petitioner had deposited the principal sum along with interest before the extended period. The writ petition was withdrawn by the petitioner. As it was his case that the respondent has been demanding interest @ 12.5 % per annum for the first month and @ 15% per annum for

the subsequent delay upto July 25, 2016, the Court had granted liberty to the petitioner, if aggrieved by the decision of the respondent in respect of calculation of interest to approach the Court. It is contended by Mr. Agarwal that the petitioner had received the allotment cum demand letter only on May 26, 2016 or immediately thereafter and the period of 180 days as granted by the respondent in the allotment cum demand letter must start thereafter only and not from January 28, 2015, as according to Mr. Agarwal admittedly the allotment cum demand letter was sent at the old address and not one at Panchkula, which is also clear from their letter dated May 26, 2016. According to Mr. Agarwal as per computation made by the petitioner the interest / restoration charges for the period of 180 days from May 26, 2016, is only `88,042/-.

5. On the other hand, learned counsel for the respondent would submit that the petitioner had delayed the payment and had even asked for inclusion of the name of his daughter as a co-allottee. I may state here other than this objection, no substantial objection has been taken with regard to the petition and in support of the impugned order.

6. Having heard the learned counsel for the parties, the Court agrees with the submission made by Mr. Sandeep Agarwal that the period of 180

days must start running from the period when the petitioner had received the allotment cum demand letter along with letter dated May 26, 2016 as, it is thereafter only the petitioner could comply the payment terms. There is no dispute that an allottee is entitled to maximum period of 180 days for making the complete payment. I may note here that Mr. Agarwal has drawn my attention to the allotment cum demand letter dated January 28, 2015 to contend that the complete amount was to be paid in three tranche.

7. On a specific query to the learned counsel for the respondent that from which date the interest and the restoration charges have been computed in the impugned order, he could not able to answer the same. I note that the counter affidavit filed by the respondent also does not reflect the said position but a perusal of letters at pages 37 and 40 does reflect the fact that the respondent has calculated the interest upto July 25, 2016, which means interest for the period before that date was also calculated. So, it must be held that the interest is payable effective from May 26, 2016 in terms of the schedule given in the letter dated January 28, 2015. Mr. Agarwal would submit that the petitioner in fact pursuant to the impugned order has paid an amount of ` 3,63,000/- which is slightly more than what has been demanded by the respondent. If that be so, communication dated June 21, 2017 need to

be set aside. Ordered accordingly. The respondent shall re-compute the interest and the restoration charges with effect from May 26, 2016 and adjust the amount so arrived at from the amount of ` 3,63,000/- paid by the petitioner, and refund the balance amount to the petitioner within a period of eight weeks from today. Any delay thereof, shall accrue an interest @ 9% per annum on the balance amount.

8. Petition stands disposed of.

CM Nos. 24767/2017 & 32166/2017

In view of the order passed in the writ petition, the applications have become infructuous and are dismissed.

V. KAMESWAR RAO, J

JANUARY 31, 2018/ak