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

+ **W.P.(C) 9032/2019**

KIRAN AHUJA Petitioner

Through: **Mr. Hemant Singh, Adv.**

versus

DELHI DEVELOPMENT AUTHORITY Respondent

Through: **Ms. Sahana Farah, Adv.**

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

22.01.2020

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1. Pursuant to the order dated 21.8.2019, counsel for the petitioner has placed the order dated 10.3.2006 passed by a coordinate Bench of this Court in W.P.(C) No.3685/2006, titled: ***Charanjit Singh vs. DDA***. The said petition was filed by the husband of the petitioner.

2. A perusal of the petition would show that the cause in the instant petition if not identical, is similar to the cause which was raised by her husband. The writ petition filed by the petitioner's husband i.e. W.P.(C) No.3685/2006 was dismissed on ground of delay and laches. A perusal of the order dated 10.3.2006 would demonstrate the same. The order dated 10.3.2006 is extracted hereafter:

"1. Evidenced by Annexure P-1 is the fact that in December 1991 a flat was allocated to the petitioner under the Self-Financing Scheme. Letter of allocation required petitioner to pay 4 installments by 31.1.1992, 31.7.1992, 31.1.1993 and 31.7.1993. The first and the third installments were in sum of Rs.1,63,775/-. The second and the fourth installments were in sum of Rs.1,31,020/-.

2. *Apart from the said four installments, a fifth and final installment was to be paid when possession was offered. It may also be noted that the cost of the flat indicated in the letter was an estimated cost.*
3. *Needless to state, under the SFS scheme, people have to pay money and out of this DDA constructs flats for the people.*
4. *Petitioner paid only the first two installments and that too belatedly. First installment was paid on 30.4.1992. Second was paid on 19.3.1993. Thereafter, petitioner went into a slumber. He became a Rip Van Winkle. He slept for seven years. He awoke from the slumber on 30.8.2000. On his own he went to DDAs bankers on 30.8.2000 and deposited the second and the fourth installment.*
5. *Thereafter, petitioner started claiming the flat and sought restoration thereof.*
6. *Restoration has been denied.*
7. *Petitioner states that there is a policy as per which Vice-Chairman DDA can restore a cancelled allotment and can regularise the restoration on payment of certain charges.*
8. *In my opinion, petition suffers from gross laches. Surely, a policy which entitles restoration does not mean that at any point of time a person awakes and move under the policy.*
9. *In the instant case, as noted, default took place way back in the year 1992. By making payment in the year 2000 it would be too late to resurrect a dead cause.*
10. *These are judicial review proceedings. I cannot quash an administrative decision merely because I feel sympathetic towards a petitioner.*
11. *Petition dismissed."*

3. Thus, the parties in the two matters are substantially the same as also the cause which is similar, the writ petition for a similar cause would not lie.

4. Given this position, Counsel for the petitioner says that the DDA could consider the petitioner's case for allotment of a SFS flat since her money is still lying with the DDA.

5. Insofar as this Court is concerned, since a coordinate Bench has dismissed the writ petition filed by the petitioner's husband, no such

direction can be issued. However, it will be open to the DDA to consider the petitioner's request if any policy subsists which can alleviate her hardship, given the fact that the petitioner claim's that her husband has expired and she encountered other personal tragedies.

6. In any event, if the DDA decides not to entertain the petitioner's request, which is contained in the representation dated 23.5.2019, the DDA will return the Petitioner's money which is lying with it.

7. The captioned writ petition is disposed of in the aforementioned terms.

RAJIV SHAKDHER, J

JANUARY 22, 2020/pmc