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

% ***Date of Decision: 20th November, 2024***

+ **W.P.(C) 10161/2020 & CM APPL. 49883/2022**

MRS HARMANINDER KAUR

.....Petitioner

Through: **Mr. Girdhar Govind and Mr. Noor
Alam, Advocates (Through VC)**

versus

DELHI DEVELOPMENT AUTHORITY & ANR.Respondent

Through: **Ms. Chand Chopra, Advocate
(Through VC)**

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner seeks issuance of Writ of Mandamus directing the respondent-Authority (Delhi Development Authority) to hand her over SFS Flat No. 196, Category-II, First Floor, Sector-19, New Delhi or in alternative allot her flat of the same size and category and on the same price which was payable by her when the flat in question was allotted to her.
2. Facts lie in a very narrow compass.
3. Petitioner had applied for allotment of a flat under 5th Self Financing Scheme situated in different residential areas. As per the brochure, these flats were situated, *inter alia*, in Sector-19, Rohini.
4. It may be highlighted, right here, that there was no flat on offer, situated in Sector-9, Rohini.
5. Petitioner was allotted SFS Flat No. 196, Category-II, First Floor, Pocket-F, Sector-19, Rohini. She also, admittedly, received a demand-cum-



allotment letter informing her about the aforesaid allotment. According to her, the number of sector was typed very dim and was portraying as if she had been allotted a flat situated in Sector-9, Rohini instead of Sector-19.

6. After receiving the aforesaid communication regarding allotment, fact remains that petitioner also sent a demand draft of Rs. 50,000/- drawn on Canara Bank, Delhi along with communication dated 03.06.1994. In her such communication, she also claimed that she had personally visited Sector-9, Rohini but there was no such flat situated in Pocket-C of Sector-9, Rohini. She, therefore, requested DDA to provide her necessary details of her flat and also the details of payment to be made by her.

7. It seems that, thereafter, there was complete lull from her side.

8. It was only in the year 2018 that she sent communication to DDA requesting them to inform about the exact allotment of flat in Sector-9 and she also mentioned therein that she had not received any further letter confirming about the allotment or cancellation of her application.

9. It is mentioned in the petition that thereafter the petitioner learnt from *computer data* that the actual flat allotted to her fell in Sector-19, Rohini.

10. Be that as it may, the present writ petition has been filed in the year 2020 seeking aforesaid directions.

11. Stand of the respondent-Authority is very clear and unambiguous.

12. Though they say that the relevant record regarding sending communication are no longer available with them but according to them, the terms and conditions were made very specific in the brochure itself as well as in the allotment letter which was admittedly received by the petitioner and since payment was not made in terms of the conditions mentioned in the brochure and the demand-cum-allotment letter, there was *automatic*



cancellation of the aforesaid flat.

13. According to DDA, when they had received communication from the petitioner in the year 2018, they confirmed and cross-checked the facts and as per the report of Finance Wing (Housing), the petitioner had merely deposited Rs. 50,000/- vide challan no. 9123 dated 08.06.1994 against the demanded cost of flat which was Rs. 4,88,342.49. Though, as per demand-cum-allotment letter issued on 10.03.1994-15.03.1994, on the expiry of 120 days, allotment was liable to be cancelled automatically, despite that a *show cause notice* was issued to her on 22.12.1995 and despite such *show cause notice*, no payment had been made by her and, therefore, DDA was left with no other option but to cancel her allotment.

14. According to Ms. Chopra, learned counsel for DDA, petitioner remained dormant all these years and there was no action from her side, right from 1994 till 2018 and, therefore, she, being guilty of laches and inaction, cannot be permitted to seek any relief in the present writ petition.

15. Mr. Girdhar Govind, learned counsel for petitioner submits that cancellation of allotment was never automatic and they never received any *show cause notice*. According to him, there were repeated communications to DDA and they, actually, wanted to understand the exact location of the flat allotted to them and when they did not get any kind of response from DDA, they had no other option but to file the present writ petition.

16. Admittedly, even as per the documents attached along with the present writ petition, there is no communication between 03.06.1994 and 16.03.2018.

17. There is complete silence from the side of petitioner for all these around 24 years which is not explained and elucidated in any manner. The



brochure clearly indicates that flats situated in Sector-19C were on offer and that there was no flat situated in Sector-9 which could be said to be part of the aforesaid scheme and, therefore, even if allotment letter was little dim, the petitioner was not justified in assuming that she had been allotted any flat in Sector-9, particularly, when there is no such mention in the brochure.

18. Moreover, there is no dispute that aforesaid demand-cum-allotment letter was duly received by the petitioner as it was based on the aforesaid communication only, the petitioner had deposited a sum of Rs. 50,000/- with the Authority. The terms & conditions are very clearly specified not only in the brochure but also in the demand-cum-allotment letter.

19. The demand-cum-allotment letter clearly stipulates as under: -

“You are requested to deposit the due amount within 90 days from the date of issue of this letter under intimation to the undersigned failing which you will be liable to pay interest at rate of 12% for the first month. On expiry of 120 days, your allotment shall be automatically cancelled, delay of one day will rounded as 15 days and 16 days as full month.”

20. The relevant Clauses of the brochure filed by the respondent/DDA also stipulates as under:-

“5.10 Those who are successful for a ready built flat will be called upon to make the payment in lumpsum within 90 days. Others who are successful for a flat where the work is already in progress will be asked to deposit within 60 days a specified percentage any thing up to 90% of the estimated disposal price representing the expenditure already made and the amount required for construction of flats in next 3 to 4 months.

12.3 If the applicant does not pay the subsequent instalments before the due date, the allocation of the flat in the Scheme will be automatically cancelled and the amount deposited till date will be refunded to the party after deducting 10% of the amount of the registration deposit.”

21. As per the demand-cum-allotment letter, the flat allotted to the petitioner was a ready built flat.



22. Thus, manifestly and evidently, the petitioner should have approached the Court immediately if she was of the view that there was inaction on the part of respondent-Authority. Despite depositing a sum of Rs. 50,000/- in June, 1994 she did not do anything else. The balance amount was to the tune of Rs. 4,88,342.49 and as per the aforesaid condition, if the outstanding amount was not deposited within the outer limit of 120 days, allotment was liable to be cancelled “automatically”.

23. In the aforesaid peculiar factual backdrop and the fact that the petitioner did not take any action for around 24 years, this Court is not in any position to issue any writ or direction in favour of the petitioner. In this regard, reference be made to *Surjeet Singh Sahni Vs. State of Uttar Pradesh and Others: (2022) 15 SCC 536* wherein the Hon’ble Supreme Court has observed that the aggrieved person has to approach the Court expeditiously and within a reasonable time and if the writ Court notices that the petitioner is guilty of delay and laches, the High Court should dismiss it at the threshold.

24. Fact, however, remains that petitioner had deposited a sum of Rs. 50,000/- and in relation to one communication sent by petitioner, the respondent-Authority had responded on 27.05.2019 apprising her about the cancellation of allotment. It was also informed by virtue of the aforesaid communication that her request of allotment of alternative flat was also not acceded to by the competent authority. At the same time, she was also informed that she may request for refund of the deposited amount, after furnishing the requisite document, as per policy.

25. In view of the above, though the writ petition is dismissed for the reason that it does not have any merit or substance, the respondent-Authority



is directed to refund the said deposited amount of Rs. 50,000/- (without interest) to the petitioner on her furnishing requisite documents as per policy. If the requisite formalities are completed by the petitioner, the deposited amount be refunded to her within six weeks.

26. Petition stands disposed of in the aforesaid terms.

(MANOJ JAIN)
JUDGE

NOVEMBER 20, 2024
dr