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

% ***Date of decision: 23rd October, 2024***

\+ CM(M) 1427/2023 & CM APPL. 45621/2023 & CM APPL. 50322/2024

DELHI DEVELOPMENT AUTHORITY .....Petitioner

Through: Ms. Vrinda Kapoor with Ms. Saumya Soni and Mr. Vishal Vaid, Advocates.

versus

JAGDEEP BALI .....Respondent

Through: Mr. Manish K. Choudhary, Advocate with respondent in person.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. The facts lie in a very narrow compass.

2. Respondent herein i.e. Sh. Jagdeep Bali had applied for MIG Flat under the scheme of Delhi Development Authority (DDA). He was duly registered under the aforesaid scheme and was also given his Registration Certificate.

3. According to the complainant, pursuant to the above said scheme, some allotment took place in the year 2001 and he was also allotted a flat but fact remains that he was never given any information about any such allotment to him. According to him, he kept on contacting officials of DDA in order to ascertain the status of his application but to no avail. It was only in the year 2007 that when he visited their office again, he was informed that the flat had been allotted to him and he had been duly informed by sending a communication

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through registered post. He was also apprised that since despite such communication, he did not turn up for completion of the requisite formalities, such allotment had been cancelled. When he sought for details in this regard, nothing was provided to him.

4. It was in the above said backdrop, he was forced to file a complaint under Section 12 of the Consumer Protection Act, 1986.

5. The learned District Forum, after careful analysis of the above matter, came to the conclusion that the complainant had been able to make out a case and, accordingly, directed DDA to allot MIG Flat to him, in pursuance to the registration on the same terms and conditions, at the prevalent cost of price. Simultaneously, the opposite party i.e. DDA was also directed to pay a sum of Rs 20,000/- as compensation towards mental agony, harassment and suffering which was inclusive of litigation cost. Such order was passed way back on 22.09.2010.

6. Feeling dissatisfied, DDA filed an appeal before learned State Consumer Disputes Redressal Commission (in short "SCDRC) and vide order dated 17.04.2018, learned SCDRC came to the conclusion that there was no infirmity in the above said order and, resultantly, dismissed the appeal and directed DDA to carry out the directions within two months.

7. DDA, again, feeling aggrieved, filed a revision petition before learned National Consumer Disputes Redressal Commission (in short "NCDRC"). Learned NCDRC also observed that there was no illegality in the orders passed by learned District Forum and learned SCDRC and, accordingly, the revision petition was dismissed.

8. It is quite obvious that according to the stand taken by DDA, due

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communication was sent through registered post whereas it is specific case of the complainant that he had never received any such communication.

9. The copy of communication which has been placed on record shows the details of the addressee as *Mr. Jagdeep Bali, Palla Power House Colony, near Frick India, Faridabad.*

10. The correct address of the complainant whereas is *Mr. Jagdeep Bali, Palla Power House Colony, P.O. Amar Nagar, behind Frick India, Faridabad-3*.

11. Though the communication might have been sent by DDA, it is apparent that the address has not been described completely and correctly.

12. When asked as to what was the fate of such communication sent through registered post, the response of learned counsel for the petitioner/DDA was that since it was not received back, it was presumed to be served.

13. However, fact remains that service in such a situation, when the address is not correctly mentioned, cannot be presumed to be a due service in the eyes of law.

14. The publication in newspaper would not mean anything substantial because it was never containing the name of the allottee as such and, therefore, the complainant was in no position to learn as to whether he had been allotted a flat or not.

15. Be that as it may, there are concurrent finding of facts by learned District Forum as well as by learned SCDRC and all the relevant facts have even been everything has also been minutely re-appreciated by

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learned NCDRC while exercising revisional jurisdiction.

16. This Court is also conscious of the fact that the present petition has been filed under Article 227 of the Constitution of India whereby the Court is required to exercise its supervisory powers. The duty of the supervisory Court is to interdict if it finds that the findings are perverse i.e. (i) Erroneous on account of non-consideration of material evidence, or (ii) Being conclusions which are contrary to the evidence, or (iii) Based on inferences that are impermissible in law. Reference be made to *Puri Investments Versus Young Friends and Co. and Others: 2022 SCC OnLine SC 283.*

17. Viewed thus, there is no reason to interfere with the impugned order and the petition is, hereby, dismissed.

(MANOJ JAIN)
JUDGE

OCTOBER 23, 2024
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