



\$~2 to 5

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

% *Date of Decision: 8th January, 2025*

+ CONT.CAS(C) 1913/2023

PREM BHALLA THROUGH AN ATTORNEYPetitioner

Through: Mr. Sahib Gurdeep Singh and Mr. Siddhant Rai Sethi, Advocates.

versus

SUBHASISH PANDA VICE CHAIRMAN DELHI DEVELOPMENT
AUTHORITYRespondent

Through: Ms. Akshita Goyal and Ms. Apurva Gaur, Advocates for DDA.
Mr. Atul Guleria, SPP, CBI with Mr. Aryan Rakesh and Mr. Pankaj Kumar, Advocates.

+ W.P.(C) 10030/2020

NAVIN KUMAR HOTLAPetitioner

Through: Mr. Sahib Gurdeep Singh and Mr. Siddhant Rai Sethi, Advocates.

versus

DELHI DEVELOPMENT AUTHORITY & ANR.....Respondent

Through: Mr. Atul Guleria, SPP, CBI with Mr. Aryan Rakesh and Mr. Pankaj Kumar, Advocates.
Ms. Shobhana Takiar, Standing Counsel with Mr. Prateek Dhir, Mr. Kuljeet Singh and Mr. Shivam Takiar, Advocates.

+ W.P.(C) 4527/2020

PREM BHALLA AND ANR.Petitioner

Through: Mr. Sahib Gurdeep Singh and Mr. Siddhant Rai Sethi, Advocates.

versus

DELHI DEVELOPMENT AUTHORITYRespondent

Through: Ms. Akshita Goyal and Ms. Apurva Gaur, Advocates.
Mr. Atul Guleria, SPP, CBI with Mr. Aryan Rakesh and Mr. Pankaj Kumar, Advocates.

+ W.P.(C) 450/2022



SUNIL TAK & ANR.

.....Petitioner

Through: Mr. Puneet Jaiswal, Mr. Bhupender Kumar Sharma, Mr. Kishan Jaiswal, Mr. Shubham Srivastava and Mr. Prashant Sharma, Advocates.

versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Ms. Shahana Farah and Ms. Sanna Harta, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT (oral)

1. All the above said three writ petitions and contempt case are being taken up together with the consent of all the parties and these are being disposed of by this common judgment.
2. The broad facts are almost similar in all the three writ petitions.
3. According to the petitioners, a fraud was played upon them and they were misled that DDA (Delhi Development Authority) had come up with a scheme whereby some allotment was to be made. Believing the same to be true, they deposited amount with DDA.
4. Details of such amount is as under:-

Writ Petition	Name of petitioner(s)	Amount	Date of Deposit
W.P.(C) 10030/2020	Naveen Kumar Hotla	25 lacs	13.06.2012
W.P.(C) 4527/2020	i) Prem Bhalla	18 lacs	06.12.2010
	ii) Garima Bhalla	20 lacs	08.03.2011
W.P.(C) 450/2022	i) Sunil Tak	17.50lacs	11.08.2011
		20 lacs	25.02.2011



	ii) Naveen Tak	30 lacs	09.04.2011
--	----------------	---------	------------

5. The petitioners claim that they were deceived and fooled and based on demand-cum-allotment letters, which they believed to be genuine, the petitioners, while under no suspicion, deposited the above said amount with the respondent Authority.

6. As per averments made in W.P. (C) 10030/2020, the petitioner was duped into a bogus scheme orchestrated by some individuals with some high-ranked officials of DDA and pursuant to such fraud and conspiracy, a letter was issued, purportedly by DDA, asking him to make payment. He accordingly deposited the amount with DDA through challans. Consequent to above, a letter was issued to him for execution of a conveyance deed. It was followed by another communication dated 26.06.2012, informing that his request for conversion of Plot No. B-62 A, Dayanand Colony from lease-hold to free-hold had been acceded to.

7. The petitioner kept on sending several requests to DDA asking for allotment and conversion but there was no response. He, eventually, learnt that he had been tricked into when he received communication from police regarding *bogus allotment of plots by way of an organized crime syndicate headed by Prem Shankar Sharma and others*.

8. Said Prem Shankar Sharma was found to be DDA official who was arrested for the above fraud.

9. Ultimately, the petitioner prayed for refund of his above said amount which he had deposited for the above said allotment.

10. Admittedly, such refund was even approved by Vice-Chairman, DDA, subject to fulfillment of certain conditions.



11. The petitioners furnished bank challans and all documents as had been sought by DDA in terms of communication dated 29.09.2014, but despite the above, the amount was not refunded back to them.

12. It is contended that DDA has not considered the matter in the right earnest and has not even communicated as to what was the shortcoming, if any, with respect to the documents submitted by DDA.

13. In W.P. (C) 4527/2020, the petitioners were duped in almost similar manner and they made deposits on the basis of one demand letter dated 07.02.2011, purportedly issued by DDA. As per such demand letter addressed to Ms. Garima Bhalla, DDA had, allegedly, informed her that the Authority had recommended allotment of a plot measuring 200 sq. yards to her on freehold basis vide Commissioner (LD) approval letter dated 28.01.2010 and that such plot was situated at Saket Residential Scheme.

14. There was also direction to make the payment and according to petitioner(s), based on the above said communication, they deposited the amount, as indicated above. The petitioners were not allotted any such flat and though their case of refund was also approved by Vice-Chairman of DDA, nothing was refunded despite completing requisite formalities.

15. Coming to W.P.(C) 450/2022, the petitioners therein have been, allegedly, duped in a similar manner as they had also deposited the amount based on a similar kind of communication dated 07.02.2011. Thereafter, they got another communication on 28.03.2011 from DDA intimating them about allotment of plot under scheme of "*Development and disposal of Plot No. B4/216 at Safdarjung Enclave, Residential Scheme*".

16. It is not in dispute that with respect to all the above said petitioners, initially the Vice-Chairman of DDA vide communication dated 29.09.2014 had approved the refund subject to fulfillment of following conditions:-



*“1. That you will furnish an affidavit declaring that no court case/litigation is pending in any court of law. You have not lodged any FIR with Police Dept. If any FIR is lodged, you shall submit the complete details thereof. In case of court case/litigation against DDA, you will withdraw the same and will furnish certified copy of court order to this office.
2. That you will furnish on undertaking to DDA, that you will not claim any interest and also undertake that you will keep DDA harmless on account of this refund.
3. That you will furnish all original bank challans (third and forth copies) of the amount deposited against the said plot.
4. That you will furnish i) one cancelled cheque and copy of bank pass-book ii) One photographs and three specimen signatures duly attested by gazette officer, iii) copy of Identity card/Voter Identity Card/Passport etc. and iv) an attested copy of PAN Card.”*

17. The prayer of the petitioners is limited to the effect that the respondent may be directed to refund the above said amount which they had paid/deposited, while being misled by some private individuals in connivance with officials of DDA.

18. Learned counsel for the petitioners have also made reference to order dated 06.04.2011 passed by Coordinate Bench of this Court in W.P. (C) 9087/2009 (*Kewal Joshi vs. Delhi Development Authority and Ors.*), where also the concerned petitioner had deposited the amount, pursuant to some allotment letter which was, eventually, found to be forged and it was prayed by the petitioner therein that the DDA had no right over the amount deposited by the petitioner and the above said writ petition was allowed and DDA was directed to return the above said amount to the petitioner, while also observing and clarifying that such order shall not, in anyway, affect the criminal investigation and consequential proceedings, if any. Relevant para of said order read as under:



“9. Having considered the respective submissions of the learned counsel for the parties, this Court is of the view that there is no legal basis for DDA retaining the aforementioned amount. In any event, the DDA’s stand is that there is no ADL at all issued to the Petitioner. As far as the criminal investigation is concerned, the CBI has made it clear that it has neither seized the amount nor is it part of the case property. The criminal culpability of the Petitioner is yet to be determined. Consequently, there is no legal basis for directing the amount deposited by the Petitioner with the DDA to be retained in the Court as well.

10. It is accordingly directed that the money deposited by the Petitioner with the DDA, which has been kept in a fixed deposit by the DDA pursuant to the orders of this Court, should be returned by the DDA to the Petitioner along with interest accrued thereon, within a period of four weeks from today. However, it is clarified that this order does not in any way affect the criminal investigation and consequential proceedings, if any.”

19. Learned counsel for the petitioner have also made reference to one common order dated 29.11.2022 passed by learned Division Bench of this Court in LPA No. 167/2021 and LPA No. 203/2021 (*Delhi Development Authority vs. Sunita Mittal & Ors. and Delhi Development Authority vs. Anand Sharma*) wherein also the controversy was, more or less, similar and refund of the amount deposited towards the allotment was prayed. In that case also, the case of the petitioner was that a fraud had been played upon him and even an FIR had been registered with the *Economic Offences Wing* and some criminal investigation was pending against certain individuals. However, since admittedly the amount was accepted by DDA from the petitioner and there was no such scheme launched by DDA, the learned Division Bench upheld the order passed by learned Single Judge and directed for refund of the amount to the petitioner. Relevant para of said order read as under:-



“9. This Court is of the considered opinion that once it is an admitted fact that the writ petitioners i.e., Sunita Mittal and Ashish Sharma (Respondents herein) have deposited the amount of Rs.35 lacs and 22 lacs respectively with the DDA and the DDA has not disputed the same, neither before the learned Single Judge nor before this Court, the learned Single Judge was justified in directing the DDA to refund the amount without any interest on it and this Court does not find any reason to interfere with Judgment/Order (impugned in the present appeals) passed by the learned Single Judge.

10. The DDA is directed to refund the amount to the writ petitioners i.e., Sunita Mittal and Ashish Sharma (Respondents herein) who have deposited the amount of Rs.35 lacs and 22 lacs respectively with the DDA, positively within eight (8) weeks from today.

11. It is needless to mention that in case the amount is not refunded back to the writ petitioners within eight (8) weeks, the amount will carry interest at the rate of 18% per annum from the date of deposit of the amount till the amount is actually paid back to the writ petitioners (Respondent herein).

12. At this stage, it has been informed by the learned Counsel appearing for the DDA that some criminal cases have been registered against certain persons who have given assurances to people for allotment of plot by the DDA.

13. It is made clear that this Court has not expressed opinion on the merits of the case, and so far as the criminal cases are concerned, the Judgment/Order passed by the learned Single Judge and by this Court will not come in way of the Trial Court while deciding the pending criminal cases, if any.”

20. During course of the arguments, learned counsel for the petitioners have, very fairly, stated that they are merely seeking refund of the principal amount and do not even insist for any interest thereupon, provided the refund is made in time-bound manner as even otherwise the refund was approved by DDA way back in the year 2014. They also do not run away from the fact that the refund shall have no impact, either way, over the criminal investigation. Such investigation, according to them, has, even otherwise, already culminated, as



charge sheet has even been filed before the concerned Magisterial Court in which none of them have been shown as accused. They also contend that the refund was approved by DDA, only after communicating with the investigating agency.

21. I have also heard learned counsel for the respondents/ DDA i.e. Ms. Shobhana Takiar, Ms. Shahana Farah, Ms. Sanna Harta, Ms. Akshita Goyal, Ms. Apurva Gaur, and they do admit that the amount, as averred in the petition, was deposited with DDA, and that there was no scheme of any kind and there was never any allotment as projected in the alleged letters, which were forged ones. They contend that there was some connivance between some private individuals and some insiders and no such letter regarding allotment was ever issued by DDA. It is, however, contended that the petitioners are educated persons and they were very well aware about the procedure of allotment by DDA and since DDA had never published any such scheme in respect of which they had, allegedly, deposited the amount, they must be rather considered to be a part of the conspiracy which is subject matter of criminal investigation and, therefore, they are not entitled to any refund.

22. Thus, perhaps, DDA portray all these petitioners as co-conspirators.

23. Their such assumption, however, seems to be based on mere fact that else, they would not have been issued any such forged letter. However, such inference seems completely speculative and unsubstantiated as nothing has surfaced to suggest any linkage and connivance between them and their official who has already been arrested. The report filed by CBI, in WP(C) 10030/2020, based on information from Delhi Police, also does not depict their complicity.

24. Moreover, it is admitted by DDA that when the matter was processed by them, the Vice-Chairman of DDA had accorded approval regarding refund and it was subject to fulfillment of certain conditions and unless and until those



conditions were fulfilled, the amount should not be permitted to be refunded to the petitioners.

25. It is also, simultaneously, submitted by learned counsel for the respondent/DDA that in some of the cases, the amount was not directly deposited by the concerned petitioner and rather it had come from a third party, and unless and until there is some *No Objection Certificate* from such third person, the refund should not be ordered.

26. The situation, which emerges from the above said contentions and the averments made in the petition and the stand taken by respondent-DDA in their counter, is very clear and distinct. There was never any scheme or allotment by the DDA and, evidently, the petitioners had deposited the amount under some erroneous assumption or after being misled by some scrupulous persons. As noted, nothing has been placed on record which may, even remotely, indicate any nexus or inter-connection between the petitioners herein and the alleged insider of DDA.

27. Since DDA does not dispute that there was no such allotment or scheme, it is rather incumbent for them to refund the amount *albeit* to the rightful claimants.

28. All the above said writ petitions are accordingly allowed with the direction to DDA to process the refund and to return the principal amount to the respective petitioners on their complying with the conditions as mentioned in letter dated 29.09.2014. In case the original challans and any other documents have already been furnished by the petitioners, needless to say, the petitioner would be relieved of complying such condition. They all would, however, file fresh affidavit(s) with DDA, clearly deposing therein that they are not required in any criminal investigation or criminal trial, pertaining to allotments in question.



29. Simultaneously, in order to safeguard the interest of DDA, wherever DDA points it out, specifically and clearly, that the amount in question, either by way of bank challan or by a demand draft, had not come directly from the bank account of the concerned petitioner, such petitioner, on receiving due information and requisite particulars from DDA about any such third party, would submit *No Objection Certificate* and supporting affidavit from any such third party who had allegedly made the payment on their behalf. Wherever possible, the petitioners may also obtain a certificate from the concerned bank to demonstrate that the payment was made by them or at their behest.

30. The respondent would, thereafter, ensure that the refund is made within a total period of 12 weeks from today. In case the amount is not refunded back to the respective petitioners within 12 weeks from today, the respondent shall refund the principal amount with interest at the rate of 8% per annum from the date of deposit till the amount is actually paid back to the writ petitioners.

31. The writ petitions stand disposed of in above terms.

32. It needs to be clarified that the present order shall not come in the way of any criminal investigation, pending or otherwise.

CONT.CAS(C) 1913/2023

33. Learned counsel for the petitioner submits that in view of the above disposal of the writ petitions, he does not press the contempt petition.

34. The contempt petition stands disposed of as not pressed.

(MANOJ JAIN)
JUDGE

JANUARY 8, 2025/ss