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

+ **W.P.(C) 18949/2025**

MR TRIBUWAN KACHRU & ANR.

.....Petitioners

Through: Mr. Shlok Chandra and Mr. Parikshit
Singh Bhatia, Advocates.

versus

**DELHI DEVELOPMENT AUTHORITY THROUGH VICE
CHAIRMAN**

.....Respondent

Through: Mr. R.K. Dhawan, Standing Counsel
with Ms. Nisha Dhawan, Mr. Pawan Karan Deo,
Mr. K.R. Madhar and Mr. V.K. Teng, Advocates.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER
15.12.2025

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1. This writ petition is filed on behalf of the Petitioners under Article 226 of the Constitution of India seeking the following reliefs:-

“a) Issue a Writ of Mandamus directing the Respondent to refund the entire amount of Rs.1,52,500 (Indian Rupees One Lakh Fifty Two Thousand Five Hundred Only) deposited by the Petitioners along with applicable interest against allotment of a flat in DDA Madhyam Vargiya Housing Scheme floated by the Respondent.; and/or

b) Pass any other order(s) as this Hon'ble Court may deem fit in the interest of justice.”

2. Issue notice.

3. Mr. R.K. Dhawan, learned Standing Counsel accepts notice on behalf of DDA.

4. The case of the Petitioners in the present writ petition is that DDA



allotted flat No. H-08-14 at Loknaya Puram to the Petitioners misrepresenting the plinth area and imposing additional cost. Petitioners had booked the flat on the basis of particulars displayed on DDA portal which reflected plinth area as 61.173 sq. meters with total cost as Rs. 31,54,090/-. However, upon issue of Demand-cum-Allotment Letter dated 10.09.2024, the plinth area was suddenly inflated to 76.505 sq. meters, which is a significant increase of 25.06%. Petitioners repeatedly represented seeking clarifications but to no avail. Due to phenomenal increase in the price of the flat, Petitioners were unable to pay the instalment due on 10.11.2024 and instead of rectifying its own mistake, DDA cancelled the allotment without any notice and forfeited a sum of Rs. 1,52,500/- deposited by the Petitioners. Subsequently, Petitioners discovered that the same flat was re-offered under another Scheme with yet another plinth area 45.841 sq. meters. Petitioners have been running from pillar to post for refund of the forfeited amount since it is not their fault that DDA misrepresented the area but there is no response from DDA.

5. Learned counsel for Petitioners submits that DDA is liable to refund the forfeited amount and places reliance on the judgment of this Court in ***Harmaninder Kaur v. Delhi Development Authority and Another, 2024 SCC OnLine Del 8156***, where even though Petitioner had approached the Court belatedly after 24 years from the date of cause of action, direction was issued to DDA to refund the deposited amount *albeit* without interest.

6. Mr. Dhawan appearing for DDA submits that this writ petition will be treated as representation and decision will be taken on the issue of refund of the amount sought within four weeks from today, in accordance with the applicable policy.



7. Accordingly, without entering into the merits of the case, this writ petition is disposed of directing DDA to treat this writ petition as a representation and take a decision within four weeks from today. In case the Petitioners are held entitled to refund of the money, the same shall be refunded. However, if the decision is otherwise, reasoned and speaking order shall be passed within four weeks and communicated to the Petitioners within one week thereafter while taking a decision, DDA will consider the judgment of this Court in ***Harmaninder Kaur (supra)***. Needless to state, Petitioners will be at liberty to take recourse to legal remedies in case of any surviving or further grievance.

JYOTI SINGH, J

DECEMBER 15, 2025/RW