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

% *Date of Decision: 13th November, 2025*

+ W.P.(C) 6371/2017 & CM APPL. 26371/2017

R B BHASIN

.....Petitioner

Through: Mr. Rajesh Pathak, Advocate.

versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Ms. Mrinalini Sen, Standing Counsel
for DDA along with Ms. Rima Rao, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

1. This writ petition is filed by the Petitioner under Article 226 of the Constitution of India for quashing Demand-cum-Allotment Letter block dated 23.05.2017–30.05.2017 in respect of MIG Flat No. 119, First Floor, Pocket-7, Sector-23, Rohini, Delhi ('subject flat') as also for a direction to DDA to calculate the price of the subject flat in terms of Circulars dated 25.02.2005 and 06.06.2006.

2. To the extent relevant, facts as pleaded by the Petitioner are that Petitioner registered himself on 27.09.1979 under the New Pattern Registration Scheme, 1979 ('1979 Scheme') for allotment of MIG flat and deposited a sum of Rs.4,500/- with DDA. On the same day, DDA issued a Deposit Receipt and some time later, Certificate of Registration was issued to the Petitioner after verifying his eligibility for allotment. On 30.06.2003,



Petitioner informed DDA of his new residential address, post-retirement.

3. It is stated that in July, 2012, Petitioner came to know that 1979 Scheme stood exhausted and on enquiry from the concerned officer, he learnt that in the draw of lots held on 31.05.2002, a flat was allotted to the Petitioner on cash down payment and Demand-cum-Allotment Letter was sent which came back undelivered and hence the allotment was cancelled due to non-payment. On representation of the Petitioner, DDA examined the matter and decided to allot another MIG flat subject to certain terms and conditions and the decision was communicated vide letter dated 21.09.2012. Immediately, on 01.10.2012, Petitioner submitted all relevant documents i.e., affidavit, copy of Election Identity Card/Ration Card and PAN Card. Despite compliance, DDA did not allot the subject flat and an RTI application was submitted on 17.01.2013, pursuant to which copies of relevant records were furnished, which reflected that DDA clearly understood that Petitioner's case was covered under 'Wrong Address Policy' and he was entitled to allotment.

4. It is averred that on 25.02.2005, DDA issued a Circular for registrants of 1979 Scheme, who had not received Demand-cum-Allotment Letters owing to fault of DDA, wherein it was decided that in cases where change of addresses was intimated by the registrant but erroneously not recorded by DDA and Demand Letters were sent on wrong/old address and the allottee approached DDA within four years from the allotment date, he/she shall be allotted flat at old cost, prevalent at the time when priority of allottees matured, Allotment Letter will be issued but no interest will be charged. Subsequently, on 06.06.2006, DDA issued another Circular stating that the principle of costing laid down in Circular dated 25.02.2005 with amendment



vide Circular dated 13.02.2006 will also be applicable in cases of registrants of 1979 Scheme, who had opted but had not been identified as members of the society. It was further stated that these registrants would continue to remain members of 1979 Scheme and would be entitled to allotment as per priority number, if registrant had approached DDA within four years and in cases where registrant had not approached within four years, he/she shall be considered for allotment at the old cost prevalent at the time when he/she was entitled along with 12% simple interest till the date of issue of Demand-cum-Allotment Letter or current cost prevailing at the time of the issue of Demand-cum-Allotment Letter, whichever was lower.

5. It is stated that owing to inaction of DDA, Petitioner filed a writ petition in this Court being W.P.(C) No. 2880/2013 seeking direction to DDA to include the name of the Petitioner in the draw of lots and allot MIG flat in accordance with 'Wrong Address Policy'. This writ petition was allowed on 31.07.2013 directing DDA to allot a flat to the Petitioner as recommended by its Competent Authority, as expeditiously as possible and preferably within a period of six months. Court observed that the Demand-cum-Allotment Letter was sent to the Petitioner by DDA at the wrong address and no effort was made to resend the same at the correct address and in this backdrop, a further direction was issued to CBI to send photocopy of Petitioner's file, which was lying with CBI. By letter dated 18.09.2013, CBI wrote to DDA to make provisional allotment of the flat to the Petitioner, subject to the conditions mentioned in the letter. However, instead of complying with the order of the Court, DDA filed Review Petition No. 582/2013 on 25.10.2013 alleging that Petitioner had entered into Agreement to Sell in respect of the subject flat under allotment. Review petition was



disposed of on 23.09.2015 directing DDA to comply with order dated 31.07.2013.

6. It is stated that after inordinate delay, draw of lots was held on 29.11.2016 and subject flat was allotted to the Petitioner at a cost of Rs. 57,25,980/- and Demand Letter block dated 23.05.2017 to 30.05.2017 was issued. This demand, according to the Petitioner, was exorbitant and not in consonance with Circulars dated 25.02.2005 and 06.06.2006, whereby DDA could not charge the current price as on the date of issue of Demand-cum-Allotment Letter and hence, this petition was filed.

7. Learned counsel for the Petitioner submits that Petitioner is liable to pay price of the subject flat only as per Circulars dated 25.02.2005 and 06.06.2006 and not the current price on the date of issue of Demand-cum-Allotment Letter and even imposition of interest is illegal. Petitioner cannot be penalized for the wrong action/inaction of DDA. Once DDA admitted its fault that it had sent the Demand-cum-Allotment Letter at the wrong address and decided to allot the alternative subject flat in September, 2012, there was no reason to delay the allotment. This inordinate delay in allotting, compelled the Petitioner to file W.P.(C) No. 2880/2013, wherein this Court observed that the Demand-cum-Allotment Letter was sent by DDA at wrong address and no effort was made to resend the Demand-cum-Allotment Letter at the correct address. It is this negligence and casual attitude of DDA that led to the allotment being made after inordinate delay through a draw of lots on 29.11.2016 and Petitioner cannot be made to suffer for the fault of DDA.

8. It is argued that this Court has repeatedly held that DDA cannot be allowed to charge current price of flat when the priority of the allottee matured earlier but the allotment was not made on time due to fault/inaction



of DDA. Dealing with applicability of Circular dated 13.10.2011, this Court in judgment dated 29.05.2013 in W.P.(C) No. 2530/2012 titled **Krishan Kumar Gupta v. Delhi Development Authority**, decided on 29.05.2013, held that DDA will not be justified in charging price of flat prevalent on the date of issue of Demand-cum-Allotment Letter in a case where name of the registrant was not included in the draw of lots for no fault of his and it was directed that DDA would issue fresh Demand-cum-Allotment Letter in respect of the allotted flat at the cost prevalent on 23.03.2006, when the allotment had matured. If for any reason the flat was not available, DDA shall allot another flat of the same category by holding a mini draw and issue a Demand-cum-Allotment Letter charging costs prevalent on 23.03.2006 and therefore, Petitioner was held entitled to be allotted flat at the rate prevalent when his priority matured and not on the cost prevalent on the date of issue of Demand-cum-Allotment Letter. The judgment was upheld by the Division Bench in LPA No. 590/2013 on 19.08.2013.

9. Without prejudice, it is further urged that Division Bench of this Court in **Surender Singh Deswal v. Delhi Development Authority, 2024 SCC OnLine Del 2757**, relying on earlier judgments of this Court has held that a Petitioner, who succeeds in the writ petition, is entitled to allotment of flat at the price prevailing on the date of filing of the writ petition and therefore, even on this parameter, Petitioner is entitled to pay the cost of flat at the rates prevalent on the date when W.P.(C) No. 2880/2013 was filed but by no stretch of imagination, DDA can charge the cost of flat at the rate prevalent on 23.05.2017 when Demand-cum-Allotment Letter was issued.

10. Ms. Mrinalini Sen, learned Standing Counsel for DDA submits that Petitioner was allotted Priority No. 34041 and was declared successful for



allotment of MIG Flat No. 180, First Floor, Pocket-2, Sector-23, Rohini in the draw of lots held on 31.05.2002, subject to terms and conditions of the Demand-cum-Allotment Letter etc. Demand-cum-Allotment Letter was issued with block dated 25th June/5th July, 2002 and sent to the Petitioner at the available address to make payment, however, the same was received back undelivered and the allotment was cancelled. Pursuant to his representation, the matter was re-examined and allotment was approved under 'Wrong Address Policy' on payment of current disposal cost, subject to other conditions mentioned therein. File of the Petitioner was seized by CBI for investigation in cases relating to wrong addresses and flat could not be allotted immediately. After the order was passed by this Court in W.P.(C) No. 2880/2013, verification was carried out with regard to genuineness of Petitioner's case on 02.05.2016 and consequent to assurance given to the Court on 16.08.2016 in CCP No. 954/2016, mini draw of lots was held on 29.11.2016 and Demand-cum-Allotment Letter was issued working out the costing on the basis of plinth area rate and land rates as on the date of issue of the Demand-cum-Allotment Letter, in consonance with Circular dated 13.10.2011. There is thus no delay in allotment of the flat by DDA and cost of the flat has been worked out as on 31.07.2013 with interest @ 7% per annum for the period 31.07.2013 to 30.04.2025, in accordance with Circular dated 26.09.2018. The current tentative cost thus works out to Rs. 98,78,447/- and no infirmity can be found with the costing.

11. Heard counsels for the parties and examined their submissions.

12. It is not in dispute that Petitioner was allotted an MIG flat under 1979 Scheme and he deposited Rs. 4,500/- with DDA on 27.09.1979. Upon his retirement, Petitioner intimated the change in his address to DDA, however,



DDA sent the Demand-cum-Allotment Letter at the earlier address and consequently, the same was returned undelivered. On representation of the Petitioner, DDA decided to allot another MIG flat on 21.09.2012 and on being informed, Petitioner submitted all requisite documents on 01.10.2012 with respect to the subject flat. Despite this, Demand-cum-Allotment Letter was not issued and Petitioner was compelled to approach this Court. W.P.(C) No. 2880/2013 was filed in 2013 seeking allotment of flat and in the counter affidavit filed by DDA, it admitted its fault that Demand-cum-Allotment Letter was not sent at the correct address. Basis this admission, Court allowed the writ petition and directed DDA to allot the MIG flat as expeditiously as possible and latest within 6 months. Review petition filed by DDA was dismissed, reiterating that flat should be allotted expeditiously. Despite these orders, after inordinate delay, mini draw of lots was held on 29.11.2016 and subject flat was allotted, followed by issuance of Demand-cum-Allotment Letter block dated 23.05.2017-30.05.2017. It is this Demand-cum-Allotment Letter, which is under challenge in this petition as being contrary to earlier Circulars dated 25.02.2005 and 06.06.2006 as also the judgment of this Court to the extent of cost of the flat and the interest component.

13. The short point that arises for consideration before this Court is whether DDA is entitled to calculate the cost of flat at the price prevalent on the date of issue of Demand-cum-Allotment Letter and charge interest. This issue need not detain this Court as it stands settled by judgments of the Division Benches of this Court holding that cost of flat payable by successful writ Petitioner would be the one prevalent on the date the writ petition is filed on the principle that clock in terms of the price to be paid



stops at the time of approaching the Court for appropriate remedy and the matter at that point rests with the Court and not in the hands of the writ Petitioner. In this context, I may refer to passages from the judgment of the Division Bench in ***Surender Singh Deswal (supra)***, where references have been made to earlier judgments, as follows:-

“26. In our opinion, in the aforementioned facts where all wrong doing lies at the door-step of DDA, the challenge of the Appellants to the impugned directions is well merited and this issue has been well-settled by several judgments of this Court. The Division Bench in Mahinder Pal Sikri (supra) categorically held that the price for allotment of flat payable by a successful writ petitioner, would be the one prevalent on the date, the writ petition is filed. The relevant paragraphs of the judgment read as under:

“2. The facts giving rise to these orders are that the writ petitioners (the Respondents in the present appeals, but referred to collectively as the “writ petitioners”) before the learned Single Judges had registered for allotment of MIG flats under the New Pattern Registration Scheme, 1979 (“NPRS”). Each writ petitioner was allotted a flat by a demand-cum-allotment letter issued by the DDA, but in each case, the letter was returned to the DDA undelivered. Subsequently, each writ petitioner became aware of the allotment, either at a public hearing in the office of the DDA or through the internet, and requested the DDA to allot the flat in their favour. The DDA, however, rejected such applications on the ground that since the letter was sent to the residential address-but not received by the allottee-, and in each case, a public notice was released by the DDA, the cancellation of the allotment was legal and not liable to be interfered with.

...

5. The learned Single Judge, through an order dated 30.10.2012 allowed the writ petition, and subsequently, by an order dated 12.04.2013 in pursuance of an application filed by Mrs. Chawla, modified the earlier order to the extent that the DDA be directed to allot the alternative flat to Mrs. Chalwa at the cost of February, 2010, when the writ was filed, as opposed to the circular dated 13.10.2011.

...

18. Equally, the holdings in the various decisions on the appeal present that that the payment for the plot will be made as per the price on the date of filing the writ, and not as per the Circular dated 13.10.2011, cannot be faulted, given the established principle to the effect that the clock in terms of the price to be paid stops at the time of approaching the Court for the appropriate remedy, and the matter



at that point rests with the Court and not in the hands of the writ petitioners.”

(Emphasis Supplied)

27. To the same effect, the Division Bench in *Nanak Chand v. Delhi Development Authority* in LPA Nos. 193/2014 and 298/2014, decided on 21st August, 2014, while setting aside the direction of the learned Single Judge fixing the date of passing of the judgment as the cut-off date on the price of the flat, held that such a direction was contrary to law. The Division Bench held that the writ petitioner has an unqualified legal right for allotment of flat on the price prevailing as on the date of filing of the writ petition. The Special Leave Petitions filed by DDA against the said judgment stands dismissed by the Supreme Court of India vide order dated 6th February, 2015. The relevant portion read as under:

“1. The appellant, Nanak Chand, has impugned the judgment and order of the learned Single Judge passed on 17.12.2013, which, by a writ of mandamus directed the DDA to “allot a flat of equivalent size preferably in the same area, i.e. Dwarka, New Delhi, at the price prevalent on the date of the order within a period of twelve (12) weeks”.

...

2. The appellant contends that the difference between the price prevalent on the date of filing the writ petition (20.12.2012) and the date of its disposal (17.12.2013) is substantial. He submits that the price has increased by Rs. 7-8 lakhs, hence, he would be irretrievably prejudiced if he is asked to pay the higher price prevalent on the date of the impugned order. He contends that the learned Single Judge, in an earlier case, had directed a flat to be allotted to the petitioner at the price prevalent on the date of filing of the writ petition. He relied upon a judgment of this Court in LPA No. 743/2013 titled *Delhi Development Authority v. Mahinder Pal Sikri (Deceased) Through LRs* decided on 28.11.2013 and on another judgment in LPA No. 628/2013 titled *Dev Raj v. Delhi Development Authority* decided on 19.2.2014. Both the judgments held, in similar circumstances, that the flat should be allotted at the price obtaining on the date the writ petition had been filed.

...

7. We notice that the learned Single Judge had fixed the date of passing of the impugned order as the cut-off date on which the price prevalent would be applicable. This was premised on the counsel for the petitioner offering his no objection in accepting the allotment on that basis. We also note that the query was put by the Court, but the question remains: would it be fair to put a query to the petitioner's counsel which could compromise the petitioner's legal rights? This court is of the view that where the allotment was delayed on account



of fault of DDA as has been held in Mahinder Pal Sikri (supra), Dev Raj (supra) and Ms. Prem Bhatnagar (supra) the applicant/petitioner cannot be burdened with the cost prevailing on the day when the writ petition was disposed off. Instead the price payable ought to be one as on the day the doors of the court were knocked at.

8. The same principle would be applicable to the present appellant. On the application of principle and analogy of Mahinder Pal Sikri (supra), Dev Raj (supra) and Ms. Prem Bhatnagar (supra) the petitioner's right is established. This right which was prejudiced, was sought to be enforced through a writ of mandamus. Such legal right cannot be modified by a concession of counsel. The petitioner would be entitled to seek the enforcement of his complete legal right. The learned Single Judge fell into an error in fixing the price prevalent on the date of the impugned order only on the concession of the petitioner's counsel. The courts would exercise caution and see that when the legal right is unqualified it ought not to be qualified or lessened because of a concession by the litigant because the grant or enforcement of the legal right is not contingent upon the petitioner's concession or her settling for something less. A litigant would ordinarily not make a concession unless he/she feels compelled to. Where a petitioner knows that his right against the State is absolute he would never forgo or settle for anything lesser. The Courts would, therefore, enforce a petitioner's complete legal rights in full measure without any unwarranted mitigation.

9. **The appellant is entitled to be treated as per the consistent view taken by this Court. The price for allotment of the flat would be the one prevalent on the date the writ petition was filed. The time taken in adjudication of the writ petition cannot be attributed to the petitioner thus causing him to pay higher cost of the flat, as far as a petitioner is concerned the clock stops ticking the day he filed the writ petition.**

10. **In view of the aforesaid, this Court directs that the appellant Nanak Chand be allotted a flat of equivalent size at the price prevalent on the date he filed the writ petition. The LPA No. 193/2014 is allowed. Logically, therefore, DDA's LPA No. 238/2014 which impugns the order against the Nanak Chand's established legal right, is rejected. No order as to costs.**

(Emphasis Supplied)

28. Similarly, the Division Bench in Dev Raj v. Delhi Development Authority in LPA No. 625/2013 decided on 19th February, 2014, while dealing with the Special Housing Registration Scheme known as Ambedkar Awas Yojna, while setting aside the order of the learned Single Judge directed DDA to allot a flat at the rates applicable on the date of



filing of the writ petition. The relevant paras read as under:

“1. The present Letters Patent Appeal is filed against order dated 11.07.2013 dismissing the writ petition of the appellant. The writ petition was filed seeking a writ of certiorari for quashing the action of respondent/DDA in cancelling the allotment of a flat to the petitioner and in declining to restore and make alternative allotment at old rate as per policy. Other connected reliefs were also sought.

...

2. The appellant states that on 29.12.1989 registered with DDA under its Special Housing Registration Scheme for SC/ST known as Ambedkar Awas Yojna for allotment of an MIG flat. Registration fee of Rs. 12000 was deposited.

...

15. In view of the above we set aside the impugned order of the learned Single Judge and allow the appeal. We direct the DDA to allot a similar flat in the same area/zone at the rates as applicable on the date the appellant filed the writ petition.”

(Emphasis Supplied)

29. The aforesaid judgments of the Division Bench have consistently held that the writ petitioner who has succeeded in the writ petition is entitled to allotment of flat at the price prevailing on the date of filing of the writ petition. The legal principle forming the basis of the said direction has been explained in the judgment of Nanak Chand (supra) and is well founded in law. In the facts of this case, as noted above the delay in the offer of allotment of the flat from 2009 to 2019 rests entirely with DDA. The price of the flat as on 28th March, 2011 and as on 22nd January, 2019, when the impugned judgment was passed is bound to be astronomically higher considering the prevailing rates in the State of Delhi. There is no discernible distinction in the DDA Scheme, 2008 as compared to the Housing Schemes, which were considered by the coordinate Benches in the aforesaid judgments so as to justify the impugned direction to the Appellants herein to pay the price of the flat prevailing on the date on which the allotment is offered.

30. The direction in Pinki Punia (supra) to offer the flats at price prevailing on the date on which allotment is offered was passed in order dated 29th April, 2013, whereas, the judgments of the Division Bench in Mahinder Pal Sikri (supra), Nanak Chand (supra) and Dev Raj (supra) have been delivered thereafter; and therefore, the Court in Pinki Punia (supra) did not have a benefit of the said judgments.

31. However, to balance the interest of both parties, we are of the opinion that the Appellants should pay reasonable interest to DDA on the ‘principal amount’ [i.e., the price of their respective flats, prevailing on the date of filing of the petition]. Learned counsel for the Appellants states



on instructions that the Appellants are ready and willing to bear the interest for the period 22nd January, 2019 until the date of payment. He states that for the period prior thereto the Appellants should not be made liable. We are unable to accept this submission of the Appellants, since the sale consideration amount remained with the Appellants and it would be equitable that a reasonable interest on the said amount for the duration of the pendency of both, the writ and appeals. This is also in consonance with the direction of payment of interest at 6% p.a. issued by the learned Single Judge in the impugned judgment at paragraph 14, to which there is no challenge by the Appellants or the Respondent.

32. Accordingly, in the present cases it is directed that the Appellants will be liable to pay interest at the rate of 6% simple interest p.a. on the principal amount, for the entire period of the pendency of the writ petitions and appeals, till the date of full payment.

33. We accordingly, in the present cases direct that the Appellants be allotted their respective flats by DDA at the price prevalent on the date of filing of the writ petitions. The Respondent-DDA is directed to offer the allotment letters to the Appellants within four weeks from the date of pronouncement of this judgment along with computation of interest at 6% simple interest p.a., from the date of filing of the writ petition. The Appellants are directed to deposit the price of the flat, with interest, with the Respondent-DDA within four weeks of receipt of allotment letter."

14. Coming to the facts of this case, despite an allotment in favour of the Petitioner, he could not reap the benefits owing to the fault of DDA in sending the Demand-cum-Allotment Letter at the wrong address. Despite admitting the mistake and the Competent Authority observing that Petitioner was entitled to a flat, no action was taken by DDA and Petitioner was compelled to file W.P.(C) No. 2880/2013. The writ petition was allowed by the Court on 31.07.2013 noting that DDA was at fault and directing DDA to allot the flat expeditiously and in any event not later than six months. Yet no action was taken by the DDA and Petitioner filed a contempt petition, in which assurance was given that flat will be allotted without delay and it is only in May, 2017 that the Demand-cum-Allotment Letter was issued. There is no plausible explanation for this inordinate delay even today.



15. Insofar as the contention of DDA that as per Circular dated 13.10.2011, the cost has been calculated as per prevalent rate on the date of issue of Demand-cum-Allotment Letter is concerned, the same merits rejection in light of the judgments of the Division Benches of this Court as aforementioned, holding that price for allotment of flat payable by successful writ Petitioner would be the one prevalent on the date the writ petition was filed. Therefore, DDA is bound to calculate the cost of flat at the rates prevalent on the date W.P.(C) No. 2880/2013 was filed and cannot demand the rates prevalent on the date of issue of impugned Demand-cum-Allotment Letter.

16. The only other issue that remains for consideration is the interest charged by DDA @ 7% per annum from 31.07.2013 to 30.04.2025 in terms of Circular dated 26.09.2018. It is true that the circular entitles DDA to charge interest even where default/delay in payment is not due to allottee's fault. However, it cannot be overlooked in the present case that despite direction of the Court on 31.07.2013 to allot a flat to the Petitioner within 6 months, no action was taken by DDA until the issue of impugned Demand-cum-Allotment Letter in 2017. Case of the Petitioner, therefore, does not fall in the four corners of the Circular as in addition to delay of DDA due to sending the initial Demand-cum-Allotment Letter at the wrong address, there was a judicial order which ought to have been complied within 6 months from 31.07.2013. It will be travesty of justice, if DDA is permitted to impose interest on the Petitioner despite itself being in the wrong in not complying with the Court order. Therefore, it is held that the cost of the subject flat will be calculated without any interest component.

17. In light of the aforesaid, this writ petition is allowed quashing the



impugned Demand-cum-Allotment Letter block dated 23.05.2017 to 30.05.2017 in respect of MIG Flat 119, First Floor, Pocket-7, Sector-23, Rohini, Delhi to the extent of the cost of the flat and interest component. DDA is directed to issue a fresh Demand-cum-Allotment Letter calculating the cost of flat at the price prevalent on the date when W.P.(C) No. 2880/2013 was filed and without charging any interest. Fresh Demand-cum-Allotment Letter will be issued within four weeks from today, on receipt of which the cost of flat as demanded will be paid by the Petitioner within two weeks. After receipt of payment, DDA shall complete necessary formalities forthwith to ensure that the subject flat is allotted and possession is handed over forthwith.

18. Writ petition is allowed in the aforesaid terms and disposed of along with pending application.

JYOTI SINGH, J

NOVEMBER 13, 2025/RW