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

+ **W.P.(C) 476/2016**

RANBIR TYAGI

.....Petitioner

Through: Ms. Saloni Mahajan, Adv.

versus

DELHI DEVELOPMENT AUTHORITY & ORS

.....Respondent

Through: Mr. Rahul Bakshi, Adv. for DDA

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.02.2026

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1. This is a writ petition filed under Article 226 of the Constitution of India seeking the following reliefs:

a) *“A Writ of Certiorari calling for the records of the case and peruse the same;*

b) *A writ of certiorari quashing the action on part of the Respondent in allotting Unit No.74, J Block Second Floor in LSC Vikas Puri, New Delhi - 110 059, which was supposed to be admeasuring 55.090 sq. mtr. (as per the allotment letter No.F28(10)/2006/CE/l dated 31.01.2007) for which the entire consideration of Rs.18,11,993/- was paid by the petitioner and the petitioner bonafidely believing it to be true, took possession thereof from the Respondent but the said shop actually measured 32 sq. mtr. (approx.) and then*



rejecting the representation of the petitioner for refund of the excess amount charged being illegal, arbitrary and unjust in violation of the Rules, Regulations and policy and the principles of equity, justice and good conscience and consequently the rejection letter dated 15.9.2015 (Annexure P-10);

c) A Writ of Mandamus commanding the respondent to immediately exchange the said shop Unit No. 74, J Block Second Floor in LSC Vikas Puri, New Delhi-110059 with another shop of appropriate size viz. 55.09 sq. mtr. in the same zone or in Dwarka zone (where such shops are available), or refund the proportionate amount with upto date interest @ 18% p.a. forthwith.

d) Any other writ, order or direction, which may be deemed fit and proper in the facts and circumstances of the case and in the interest of justice.”

2. The brief facts of the case are that the petitioner was allotted a shop bearing Unit No. 74, J-Block, Second Floor, LSC Vikas Puri, New Delhi-110059, admeasuring 55.090 sq. mtrs. as mentioned in the Allotment Letter, for a total sale consideration of Rs. 18,11,993/-, which was duly paid by the petitioner. Possession of the said shop was handed over in the year 2007. Subsequently, a Conveyance Deed dated 29.05.2008 was executed in favour of the petitioner, and the Possession Letter dated 07.05.2008 was also issued, both unequivocally recording the area of the shop as 55.090 sq. mtrs.



3. The petitioner thereafter, did not use the property and when the petitioner wanted to sell the property in the year 2015, the petitioner was informed by the prospective purchaser that the property in question measures only 32 sq. mtr. and not 55.090 sq. mtr.
4. The petitioner immediately filed a writ petition bearing No. W.P.(C) 4941/2015, wherein this Hon'ble Court directed in para No. 3 as under:
“3. Keeping in view the averments made in the instant petition and submission of Id. Counsel for the petitioner, I direct respondent DDA to take decision on the aforesaid legal notice within two months from today. A communication thereto shall be sent to the petitioner within two weeks thereafter.”
5. In response to respondent No. 1/DDA's letter dated 09.06.2015, the petitioner submitted an architect-prepared site plan showing the carpet area of the shop as 24.73 sq. mtrs., following which DDA's technical staff also inspected and measured the premises. However, *vide* reply dated 15.09.2015, DDA arbitrarily rejected the claim for refund on untenable grounds, including delay and comparison with another shop, despite there being a clear discrepancy in area.
6. Hence, the present petition.
7. Mr. Bakshi, learned counsel for DDA, submits that the present petition is liable to be dismissed on the ground of delay and laches. He contends that the allotment and execution of the Conveyance Deed took place in the year 2008 and that the petitioner remained in possession of the shop for nearly eight years before raising any grievance. It is argued that it is inconceivable that the petitioner would not have measured the shop



during this period. He further submits that the property is situated in a prime commercial location and that the bid amount was competitive even for a shop admeasuring approximately 32 sq. mtrs.

8. The aforesaid contentions of the DDA do not merit acceptance.
9. The petitioner was entitled to rely upon the representations and assurances contained in the statutory and registered documents executed by a public authority. The Allotment Letter, the Possession Letter, and the registered Conveyance Deed unequivocally record the area of the shop as 55.090 sq. mtrs. The petitioner cannot be expected to doubt or independently verify the correctness of measurements expressly certified and conveyed by the DDA in official documents executed in accordance with law. Hence, the ground for delay and laches is misconceived.
10. Further, the shop was sold on an “as is where is” basis. The location, commercial potential, and all other attendant advantages were already factored into the auction terms and bidding process. DDA cannot now rely upon the prime nature of the property to justify or neutralize a substantial shortfall in the area of the shop.
11. Having taken all these factors into consideration, the petitioner came out as the highest bidder for a 55.090 sq. mtr shop.
12. Hence, the argument of DDA that the amount of Rs. 18,11,993/- reflected the location of the property and not the size, is also misconceived.
13. It is a known fact that people buy properties based on the size of the property also. The same also defines the cost of per sq metre.



14. Mr. Bakshi, learned counsel, has also relied on Rule 19 of Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968, which reads as under:

“19. Allottee/ Hirer Precluded from Objecting to Property Circumstances - The Authority shall offer the property on hire-purchase or sale on the basis of Property Circumstances that exist at that time. The allottee or hirer shall fully make himself conversant with the Property Circumstances and he shall be precluded from making complaint or raising objections or setting up claims regarding the Property Circumstances at any subsequent stage.”

15. I am of the view that the said rule does not assist DDA in the facts of the present case. Rule 19 pertains to “Property Circumstances” existing at the time of allotment. The said provision obligates the allottee to acquaint him with such existing circumstances and bars subsequent objections in that regard. However, the measurement of the property goes to the very basis of the allotment and directly impacts the consideration payable. A misdescription or discrepancy in area cannot be equated with “property circumstances” so as to attract the bar under Rule 19. Hence, the reliance placed on the said provision is misplaced.
16. Even reliance on ***Unique Engineers Pvt. Ltd. v. Nitya Electrocontrols Pvt. Ltd., 2018 SCC OnLine Del 7283*** and ***Banda Development Authority v. Moti Lal Agarwal, (2011) 5 SCC 394*** is misplaced. In ***Banda (Supra)*** the subject property was acquired under the provisions of the Land Acquisition Act, 1894 Act pursuant to Section 17(1) &



- 17(4). In *Unique Engineers (Supra)* the issue was regarding credit and debit notes and rights to buyer accrued under Sale of Goods Act, 1930.
17. For the said reasons, the petition is allowed.
 18. Mr. Bakshi, learned counsel, states that in case the petitioner is agreeable, the respondent, if available, may offer an identical shop in a similarly situated zone at no extra cost to the petitioner within 4 weeks from today.
 19. In case the same is acceptable, the petitioner shall convey its acceptance within 2 weeks thereafter and if the same is not acceptable, the respondent shall return the proportionate extra amount along with 6% interest from the date of possession till the date of payment.
 20. The documents handed over in Court are taken on record.
 21. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

FEBRUARY 9, 2026/sp