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IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Reserved on : 08.10.2025**Judgment delivered on : 05.01.2026*

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W.P.(C) 3377/2019**KRISHAN CHAND SHARMA**

.....Petitioner

Through: Ms. Ananya Mukherjee and Mr. Vikas
Kumar, Advocates.

versus

DELHI DEVELOPMENT AUTHORITY & ORS

.....Respondents

Through: Ms. Shahana Farah, Addl. SC with Mr.
Abhigyan, Ms. Reya Paul and Ms.
Amruta Padhi, Advocates for DDA.**CORAM:****HON'BLE MR. JUSTICE VIKAS MAHAJAN****JUDGMENT****VIKAS MAHAJAN, J.**

1. The case set out by the petitioner in the present petition is that the petitioner applied for registration under the New Pattern Registration Scheme (hereinafter "NPRS Scheme") 1979 for allotment of a Janta Flat. Subsequently, on 07.05.1986, he applied for conversion from Janta to MIG category, which was duly accepted, and a new registration and priority number were allotted under letter No. F.9 (46208)/79/NP/MIG.

2. On 05.12.2002, the petitioner requested a change of address from G-20,

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W.P.(C) 3377/2019

Page 1 of 17



Mirdard Road, New Delhi to 264-A, Pocket J&K, Dilshad Garden, Delhi-110095. The respondent no. 1/ Delhi Development Authority (hereinafter “DDA”) confirmed this change *vide* its letter dated 24.12.2002.

3. Pursuant thereto, in the draw of lots held on 31.10.2003, the petitioner was allotted MIG Flat No. 66, Sector-23, Pocket-2, Rohini, Delhi under the Hire Purchase Scheme. A demand-cum-allotment letter bearing block dates 07.01.2004-15.01.2004 (hereinafter “original DAL”) was issued by the DDA directing deposit of cost and the documents by 13.06.2004, however, the letter was not received by the petitioner as the same was never correctly delivered.

4. In the meanwhile, the DDA formulated its “Wrong Address Policy” on 25.02.2005, stipulating the terms for re-allotment in cases where demand letters were sent to incorrect addresses. Under this scheme, if the registrant approached DDA within four years, allotment was to be made at the old cost without interest. Clause (i) of the “Wrong Address Policy”, 2005 relevant for the case has been extracted hereunder:

“In cases, wherein Wrong Address was intimated by the registrant but erroneously not recorded by DDA and thereby demand letters were sent at wrong/old address and the allottee approached DDA within a period of 4 years from the date of allotment, he/she shall be allotted the flat at the old cost prevalent at the time when the priority of allottee matured and the allotment letter issued, and no interest will be charged.”

5. Thereafter, to the utter shock of the petitioner, the DDA cancelled the allotment of the petitioner on 29.03.2005 owing to no response. The petitioner, on 10.06.2008, sought Proof of Dispatch/Delivery (hereinafter “POD”) to his



2026:DHC:31



changed address. However, the DDA, in its response dated 26.03.2009, maintained its stance that the DAL had been sent to the changed address, and since there was no response, the allotment stood cancelled.

6. The respondent no. 3/Commissioner (Housing), however, observed that the case appeared to be covered under the “Wrong Address Policy”, directing inclusion of the petitioner in the next draw and the same was conveyed *vide* letter dated 17.12.2009. Despite this, the petitioner’s name was omitted in the next draw held on 04.01.2010, leading to his representation dated 13.05.2010. The petitioner was later informed by the Assistant Director (MIG-H) that his case was not covered under the “Wrong Address Policy”.

7. In the meanwhile, the petitioner received a reply against his RTI application *vide* No. Director (S) RTI/DDA/2010/249 dated 10.06.2010, with enclosed photocopies of list of speed post articles booked by DDA for the period dated 12.01.2004 which showed that the said DAL was dispatched to him at incomplete address i.e. 264-A, Dilshad Garden, Delhi instead of 264-A, *Pocket J&K*, Dilshad Garden, Delhi.

8. The petitioner, thereafter, submitted representations dated 17.06.2010 and 09.12.2010 to the respondent no. 3/Commissioner (Housing) and Vice-Chairman, DDA, respectively, urging reconsideration of his case, owing to the fact that the DAL was never delivered to the correct address of the petitioner.

9. Subsequently, respondent no.1/DDA issued a memorandum dated 26.04.2011, alleging that the petitioner, who was an employee of DDA, misrepresented facts and had indeed received the DAL, as it was acknowledged by the petitioner himself. However, the respondent no. 1/DDA referred the



signature on the disputed POD to Central Forensics Science Laboratory, Shimla, which, on 13.02.2013, reported that the signatures did not match. Following this, the Deputy Director (Personnel-III) recommended acceptance of the petitioner's claim, and on 30.05.2013, the Commissioner (Personnel) withdrew the aforesaid memorandum, declaring the POD as fabricated.

10. The petitioner then put forth his representation *vide* letter dated 05.06.2013 seeking allotment of a flat under the "Wrong Address Policy" without interest on the 2003 cost. The Vice-Chairman (hereinafter "VC") later approved allotment of Flat No. 137, Pocket-1, Sector-23, Rohini, noting the applicability of the circular dated 13.10.2011 whereby the "Wrong Address Policy" was updated. The cost of the flat was computed to be Rs.39,56,700/-.

11. However, the Assistant Director (Housing) noted that since the delay in allotment of the flat has been caused due to lapse at the behest of DDA, therefore, he recommended old cost rates prevalent as on the date of original DAL. On 02.12.2015, the cost of the flat was recomputed at Rs.21,53,380/-, including 12% simple interest. However, since Flat No. 137, Pocket-1, Sector-23, Rohini was already allotted to another person, respondent no. 1/DDA proposed allotting an alternative flat in the same area, at the same cost and interest parameters.

12. Consequently, in the mini draw held on 29.11.2016, Flat No. 60, Second Floor, Pocket-6, Sector-23, Rohini, Delhi was allotted to the petitioner. The cost was again recomputed at Rs.23,61,247/- and sent for approval to the VC, DDA. However, in a turn of events, the Finance Member of the DDA, *vide* letter dated 26.02.2018, noted that the matter of the petitioner is to be



considered under the circular dated 13.10.2011 whereby the “Wrong Address Policy” was updated. The final DAL was issued by the DDA *vide* demand letter no. 125476 bearing block dates 04.10.2018-11.10.2018 requiring an initial payment of Rs. 51,18,519/- by 09.01.2019, with interest which shall be charged @ 15% per annum till 09.04.2019, failing which the allotment would stand cancelled.

13. In the aforesaid factual backdrop, the present petition has been filed seeking the following relief:

“i) Issue the WRIT OF MANDAMUS or any other appropriate writ and/or order or direction, thereby quashing the demand letter dt. 04.10.2018-11.10.2018 issued by the respondent department only with the regard to the cost of the flat which has been computed on the basis of latest Policy no. F. 2(10)/2002/N&C(H)/Pt II/643 dt. 13.10.2011 which was never supplied to the petitioner; and

ii) Issue Writ of Mandamus or any other appropriate writ and or Order or direction to the Respondent to allot the same MIG Flat to the petitioner on the old rate prevalent in October 2003 and also to waive off the interest thereon as per Wrong Address Policy 2005”

14. The respondent no.1/DDA has filed its counter-affidavit whereby it has not disputed the fact that the petitioner’s case comes under the “Wrong Address Policy”.

15. Furthermore, it has been stated by the DDA that the case articulated by the petitioner in the present petition is limited to the question that his allotment should be based on the 2005 policy and not on the basis of the circular dated



13.10.2011. The extract from the circular dated 13.10.2011 whereby the “Wrong Address Policy” was updated, reads thus:

“1. In partial modification of office orders/circulars issued from time to time regarding costs of the flats allotted under NPRS-79, Ambedkar Awaas Yojna and under various policies of DDA like wrong address policy, missing priority, tail end priority etc. the cost of the flat in all the cases will be the standard cost of the flats based on the basis of the plinth area rate and land rates as prevalent on the date of issue of demand cum allotment letter i.e. when demand letter under the above policy is issued.

2. Old cases will not be opened i.e. it should be effective only from the date of issue.”

16. *Vide* corrigendum dated 17.06.2013, para 2 of the above-mentioned circular was modified, which after modification reads as under:

“The cases in which Demand-cum-Allotment letters were issued prior to 13.10.2011 will not be opened for applying this circular”

17. The DDA has thus, taken a stand that the final DAL *vide* demand letter no. 125476 bearing block dates 04.10.2018-11.10.2018, rightly calculates the amount i.e. Rs. 51,18,519/- on the basis of the plinth area rate and land rates applicable as on the date of allotment, which is in consonance with the circular dated 13.10.2011. Furthermore, all previous circulars including that of 25.02.2005 and 06.06.2006 stood superseded by the circular dated 13.10.2011 and the petitioner is bound by it.

18. Ms. Ananya Mukherjee, the learned counsel appearing on behalf of the petitioner, submits that the petitioner is not at fault since the petitioner was



neither intimated nor did he receive any DAL from the DDA. The petitioner came to know about the allotment/ cancellation when he approached DDA enquiring about the status of his allotment.

19. She further submits that the DDA had issued a memorandum dated 26.04.2011, wherein it had been alleged that the petitioner had misrepresented and concealed the fact that he indeed received the DAL. However, the charge was later dropped, after DDA referred the signature on the disputed POD to Central Forensics Science Laboratory, Shimla, which on 13.02.2013 reported that the signatures did not match. Hence, a flat under the “Wrong Address Policy’ ought to have been allotted to the petitioner at prevalent cost of Oct, 2003 i.e. the date of draw of lots, but the department has made no efforts to put the petitioner in possession of the flat.

20. She further contends that since the petitioner approached the DDA for allotment of the flat on 01.03.2006 i.e. within a period of 4 years after the draw of lots i.e. Oct, 2003 therefore, the petitioner is squarely covered under the “Wrong Address Policy, 2005” and entitled to allotment of flat at the rates prevalent in October, 2003.

21. Ms. Mukherjee submits that the DDA has on one hand admitted that the DAL was issued to the petitioner in 2004 and on the other hand has considered his case under the circular dated 13.10.2011 saying that the allotment letter was subsequent to 2011, which is self-contradictory in nature.

22. To buttress her contentions, Ms. Mukherjee has placed reliance on the decision of the Hon’ble Delhi High Court in ***Bhagwan Dass v. Delhi Development Authority & Ors. (2024) SCC Online Del 1405.***



23. *Per contra*, Ms. Shahana Farah, learned Additional Standing Counsel for the DDA, submits that the issue that has arisen is limited to the petitioner's request for allotment based on 2005 policy and not on the basis of the circular dated 13.10.2011. She submits that all previous circulars including that of 25.02.2025 and 06.06.2006 stood superseded by the circular dated 13.10.2011, therefore, the petitioner's case can be considered only under the circular dated 13.10.2011.

24. She further submits that in the present case the final DAL *vide* demand letter number 125476 bearing block dates 04.10.2018-11.10.2018 has been issued subsequent to 2011 and hence, the rates at which demand has been made is in consonance with the circular dated 13.10.2011.

25. She submits that the petitioner has been making representations for consideration of his case on the basis of 2005 policy, which cannot be acceded to as the same would cause loss to the ex-chequer.

26. In respect of the argument raised by the petitioner with regard to the fabricated POD and the assertion that he never received the DAL, Ms. Farah contends that the petitioner being an employee of the DDA, was fully aware of the procedure for draw of lots and issuance of DALs hence, it is inconceivable that an officer with institutional familiarity could remain unaware of his own allotment for almost four years.

27. To support her contentions, Ms. Farah has placed reliance on the judgment of this Court in *Mahesh Chand Gupta vs. Delhi Development Authority* in *LPA No. 902/2011*.

28. Having heard the learned counsel for the parties, the short question



which arises for the consideration of the court is whether the petitioner is entitled to allotment of Flat No. 60, Second Floor, Pocket-6, Sector-23, Rohini, at the rates as per the circular dated 13.10.2011 or at the old rate prevalent at the time of issuance of original DAL without interest, in terms of the “Wrong Address Policy, 2005”.

29. It is not in dispute that the petitioner requested for the change of his address and furnished his new address as 264-J, Pocket J&K, Dilshad Garden, Delhi-110095. This request of the petitioner was duly acknowledged by the DDA *vide* letter dated 24.12.2002. The information received by the petitioner against his RTI application shows that the DDA had dispatched DAL to the petitioner on his incomplete address i.e. 264-A, Dilshad Garden, Delhi. Conspicuously, the DDA in the original DAL omitted to mention “Pocket J&K”.

30. A memorandum dated 26.04.2011 was also issued against the petitioner, who was an employee of DDA, alleging that he misrepresented facts and had indeed received the DAL, as it was acknowledged by the petitioner himself. The DDA had referred the signature on the disputed Proof of Delivery (POD) to Central Forensic Science Laboratory, Shimla [in short ‘CFSL’]. The CFSL *vide* its report dated 13.02.2013 opined that the signatures on the disputed POD did not match with the signatures of the petitioner. Based on the said report, the memorandum issued to the petitioner alleging that the POD is fabricated, was withdrawn.

31. Thereafter, the Vice Chairman of the DDA approved allotment of Flat No.137, Pocket-1, Sector-23, Rohini, Delhi but levied the condition that the



computation of cost of the flat should be as per the circular dated 13.10.2011 whereby, the “Wrong Address Policy” was updated. However, the Assistant Director (Housing) noting that since the delay in allotment of the flat has been caused due to lapse on the part of DDA, recommended old cost rates as on the date of original DAL. Accordingly, on 02.12.2015, the cost of the flat was recomputed at Rs.21,53,380/- including 12% simple interest.

32. Later on, it transpired that Flat No.137, Pocket-1, Sector-23, Rohini, Delhi has already been allotted to another person, therefore, the petitioner was allotted Flat No.60, Second Floor, Pocket-6, Sector-23, Rohini, Delhi in the mini draw held on 29.11.2016. The cost of this flat was recomputed at Rs.23,61,247/- and was sent for the approval of Vice Chairman, DDA, as is borne out from the noting containing cost computation of Flat No.60, Second Floor, Pocket-6, Sector-23, Rohini, Delhi [Annexure P-25]. However, the Finance Member of the DDA *vide* his file noting dated 26.02.2018 [Annexure P-26] observed that matter of the petitioner is to be considered under the circular dated 13.10.2011 whereby, the “Wrong Address Policy” had been updated. Accordingly, the final DAL bearing block dates 04.10.2018-11.10.2018 was issued by the DDA requiring the petitioner to deposit an amount of Rs.51,18,519/- by 09.01.2019, failing which the petitioner shall be liable to pay interest @ 15% per annum. It was further mentioned in the DAL that in the event petitioner fails to pay the said amount till 09.04.2019, the allotment would stand cancelled.

33. Clearly, the original DAL issued by the DDA in respect of allotment of MIG Flat No.66, Sector-23, Pocket-2, Rohini, Delhi was not dispatched to the



petitioner with complete address. The signatures on POD which was disputed by the petitioner, was also opined to be not that of the petitioner by the CFSL. This eventually led to the fresh allotment of Flat No.60, Second Floor, Pocket-C, Sector-23, Rohini, Delhi to the petitioner. Furthermore, it is the case of the petitioner in the writ petition that he approached the DDA on 01.03.2006 i.e. within 04 years from the date of allotment, which fact has remained uncontroverted.

34. In the given circumstances, no inaction or laxity could be attributed to the petitioner. It was obligatory on the part of the DDA to have sent the DAL to the petitioner at the correct and complete address of the petitioner when the changed address was brought to the notice of the DDA by the petitioner, and updation of the same was duly acknowledged by the DDA. Besides that, it is also on record that the DDA was aware that the petitioner is the employee of the DDA, therefore, DAL ought to have been given to the petitioner at his office address.

35. Evidently, there was a mistake on the part of the DDA for not having sent the original DAL at correct address of the petitioner. It is only to rectify its mistake that the DDA made a fresh allotment *vide* final DAL bearing block dates 04.10.2018-11.10.2018. As the DDA corrected its own mistake by issuance of said final DAL, therefore, this Court does not find any justification in the action of the DDA to claim the cost of the flat at the rates which were prevalent at the time of issuance of final DAL.

36. The respondent/DDA cannot take advantage of the circular dated



13.10.2011 for claiming the rates prevalent at the time of issuance of final DAL, especially when the mistake is clearly attributable to the DDA and the same cannot, by any stretch of imagination, be ascribed to the petitioner. Even otherwise, the expression used in circular dated 13.10.2011 – *“the cost of the flat in all cases will be the standard cost of the flats based on the basis of the plinth area rate and land rates as prevalent on the date of issue of demand-cum-allotment letter i.e. when demand letter under the above policy is issued”* – has been construed by the Co-ordinate Bench of this Court in **Bhagwan Das** (supra) to mean the date when DAL was first issued, which in the present case was issued in January, 2004. Para 33 of the above mentioned decision, in which the Court dealt with the circular dated 13.10.2011, reads thus:

“33. I am of the view that there is no fault attributable to the petitioner. The words appearing in the circular dated 13.10.2011, “the cost of the flat in all the cases will be the standard cost of the flats based on the basis of the plinth area rate and land rates as prevalent on the date of issue of demand-cum-allotment letter I.e. Date when demand letter under above policy is issued” has to mean the date when the DAL was first issued i.e. when it was issued on the wrong address in 1994.”

(emphasis supplied)

37. In **Bhagwan Das** (supra), the DAL for the allotted flat was sent to the old address of the petitioner therein, despite changed address being available in the file of the DDA, which was never received by the petitioner therein. The allotment was thereafter cancelled. However, on the representation of the



petitioner therein, another flat was allotted to him, for which no DAL was ever served. In this factual backdrop, this Court allowed the writ petition of the petitioner therein and directed the DDA to allot flat to the petitioner on the old/previous allotment rate of 1994 on the ground that the petitioner therein was not at fault, and the DDA had made second allotment to rectify its own mistake. The relevant paragraphs from the said decision read thus:

“27. In the present case, the first DAL of Flat No. 68 was sent at the wrong address. The second DAL for Flat No. 72 was never sent to the petitioner. Hence, the petitioner at no point in time was in default of not making the payment as demanded by the respondents.

28. The entire defence of the respondents is two-fold. First, that the petitioner did not follow up with the respondents from 1998-2013, and thus his petition is barred by delay and laches. Second, that the plea of the petitioner is not maintainable and is against the policy/circular of the DDA dated 13.10.2011 which has been reproduced above.

29. Both the contentions of the respondents are misplaced. As regards the first objection, the petitioner, on payment of necessary charges, was issued certificate of registration bearing Sr. No. 20201. Once the flat had been allotted, it was the duty of the respondents to issue a DAL crystallizing the amount due and payable by the petitioner and in case the petitioner does not make the said payment, DDA would be very much within its rights to cancel the allotment made to the petitioner. In the absence of the respondents issuing any DAL, which in this case was firstly, sent on the wrong address (in regard to Flat No. 68), and secondly, never sent (in regard to Flat No. 72), the respondents cannot be permitted to state that, the petitioner should have come to the respondents and asked for a DAL. In my opinion, there is no inaction on part of the petitioner.

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31. In the present case, there was no cause of action for the petitioner to approach the Court prior to 10.02.2016 when the



respondent allotted Flat No. 93 to the petitioner vide Demand Letter No. 118821. The petitioner is aggrieved by this letter and filed the present writ petition on 03.08.2016 on accrual of cause of action. The petitioner cannot know that there were two earlier DALs as the first was sent to a wrong address and the second was never issued. Hence, the petition is well within the limitation period. **Every effort must be made by the DDA to ensure that the DAL is issued at the right address.**

32. As regards the second objection is concerned, the circular is clear that in case where the DDA sends the DAL at the wrong address, the rate prevalent on the date of issue of DAL is the rate that is to be charged by the DDA. In the present case, the first DAL was issued in 1994, and the second DAL was never issued. Since the respondents were rectifying their own mistake of not issuing the DAL, they cannot ask the petitioner to make payment of the value of the flat as per the rates of 2016 i.e. when the Demand Letter No. 118821 for Flat No. 93 was issued.

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34. There is a reference to the 2011 circular in the judgment of *Subodh Kumar v. DDA 2019:DHC:432*, wherein a Coordinate Bench of this Court has observed as under:

“21.I may nevertheless mention that; prima facie, the stipulation, in the said Circular, that “missing priority” cases would have to pay the cost of the flat as on the date when the flat was actually allotted to the applicant concerned, may be perilously open to challenge as arbitrary. **It is difficult to understand how, if the priority of an applicant has been missed, the blame for which would squarely lie at the doors of the DDA – the applicant could be made to suffer by having to pay a higher cost for the flat. ...** “

35. I agree with this observation. The earlier wrong address policies of the DDA stipulate that where change of address was intimated by the registrant but was not recorded by DDA and thereupon the letters were sent at the wrong address and the allottee approached the DDA within a stipulated time, he shall be



allotted the flat on the cost prevalent at the time when his priority matured and no interest would be charged. Thus, being in interest of registrants, the wrong address policy afforded the registrants the benefit of not having to pay for the mistakes committed by a government body. If the interpretation of the circular dated 13.10.2011 as submitted by the respondents is to be accepted, then the same would take away the said benefit from the registrants, which, in my opinion, is unjust. The respondents, vide this circular, have attempted to shirk their responsibilities even in genuine/deserving cases. However, since the circular is not in challenge before me, I refrain from going any further.

36. DDA is dealing with State largesse and cannot be permitted to take advantage of its own wrong. Once the DAL has been issued and the same has been issued at the wrong address, the respondents cannot be permitted to charge a premium on their oversight/mistake by charging cost of the flat on the date when the new DAL is issued.

37. Hence, it is not the petitioner who was at fault in not making the payment towards allotment of his flat. It was the respondents who had misplaced the file of the petitioner, and also did not send the letter to the right address in the first place. As per the judicial precedents on this issue, the respondents were required to take all possible efforts in making sure that the DAL reached the petitioner, and in the absence of the same, the cancellation of allotment was untenable in law.

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39. For the said reasons, the present writ petition is allowed and the writ of mandamus is issued directing the respondents to allot LIG Flat No. 93, 3rd Floor, Sector-F, B-2, Narela, Delhi to the petitioner on the old/previous allotment rate of 1994.”

(emphasis supplied)

38. The decision in **Bhagwan Das** (supra) squarely applies to the facts of the present case as well. The DDA cannot be permitted to take advantage of its



own wrong.

39. The reliance placed by the DDA in *Mahesh Chand Gupta* (supra) is misplaced since in the said decision, the appellant had changed his residence and did not intimate DDA about the change in address hence, the DAL issued to him returned unserved. Further, the appellant therein was granted benefit under the circular dated 13.10.2011 and was ready to pay without demur the amount chargeable by DDA at the prevalent rate when DAL would be issued to the appellant. However, in the present case, the petitioner had already intimated the DDA about the change in address, which was duly acknowledged by DDA. Further, the DDA was at fault for sending the original DAL at incomplete address of the petitioner. Therefore, the petitioner cannot be charged the rates prevalent at the time of issuance of final DAL.

40. In view of the above discussion and the legal position expounded in *Bhagwan Das* (supra), the present writ petition is allowed and consequently, writ of *mandamus* is issued directing the respondent/DDA to allot Flat No.60, Second Floor, Pocket-C, Sector-23, Rohini, Delhi to the petitioner at the old/previous allotment rate of January, 2004, which shall be calculated by the DDA and communicated to the petitioner within a period of eight weeks, and the petitioner shall make the payment within six weeks thereafter, failing which the petitioner shall be liable to pay interest @ 12% per annum.

41. Notably, it is not the case of the respondent/DDA that the flat allotted to the petitioner i.e. Flat No.60, Second Floor, Pocket-6, Sector-23, Rohini, Delhi has been cancelled. It is however, clarified that in case the allotment has been cancelled and the said flat has been allotted to any other person, the



2026:DHC:31



respondent/DDA shall allot similar flat of the same category to the petitioner, within a period of eight weeks.

42. The petition is disposed of in the above terms.

VIKAS MAHAJAN, J

JANUARY 05, 2026/aj

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W.P.(C) 3377/2019

Page 17 of 17