



\$~25

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

+ **W.P.(C) 9962/2021 & CM APPL. 30727/2021**

SMT. ASHA

.....Petitioner

Through: None
versus

DELHI DEVELOPMENT AUTHORITY & ORS.

.....Respondents

Through: Ms. Shobhana Takiar Standing
Counsel for DDA with Mr. Shivam Takiar, Mr.
Prateek Dhir, Mr. Kuljeet Singh, Advs. for R1
Mr. Anubhav Gupta, Advocate, PC with Mr.
Kartik Sharma, Advs. for R2-3

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **05.02.2026**

1. This is a writ petition filed under Articles 226 and 227 of the Constitution of India seeking the following prayers:-

“A. Issue writ of mandamus directing respondent/ DDA to handover the possession of the flat bearing no. 36, Pocket-3, Type-A, Block-F, Bindapur, Delhi allotted to petitioner and her husband jointly and execute the conveyance deed in the name of the petitioner; and

B. Issue directions to respondent restraining the respondent to create any third party interest or re-allot the allotted flat of the petitioner bearing no. 36, Pocket-3, Type-A, Block-F, Bindapur, Delhi allotted to petitioner.”



2. The facts are that the petitioner is wife of late Mr. Sukhbir Singh, who was one of the migrant from Punjab who shifted to Delhi during militancy in Punjab and was residing in a temporary Relief Camp namely Peeragarhi Relief Camp, Delhi.
3. The Delhi Development Authority (“**DDA**”) i.e., respondent No. 1 introduced a scheme namely Housing Scheme for Rehabilitation of Punjab Migrants (HSRPM).
4. The husband of the petitioner submitted his application form and also deposited the registration amount through demand draft for the said housing scheme.
5. On 12.08.2005, the husband of the petitioner passed away.
6. The petitioner’s husband was allotted a flat bearing No. 36, Pocket-3, Type-A, Block-F, Bindapur, Delhi in draw of lots held on 13.09.2006.
7. Thereafter, on 05.02.2007, the DDA issued a letter in petitioner’s husband’s name seeking consent regarding allotment of flat from hire-cum-purchase bases to cash down mode. The petitioner consented to the same and also submitted documents for addition of her name in the said allotment.
8. The DDA issued Demand letter dated 24.05.2007 in the joint name of the petitioner and her husband for payment of the entire cost price of the allotted flat less the registration amount.
9. Thereafter, the petitioner did not take any steps for a period of about 13 years and thereafter, filed the present writ petition in September, 2021.
10. Ms. Takiar, learned standing counsel for DDA, draws my attention to the Demand Letter dated 24.05.2007 and the operative portion of the



same reads as under:-

“Allotment and registration will be cancelled automatically if,

1. Initial deposit not paid by the instalment is not paid till last date of payment.

2. If payable amount not paid by last date of payment which is 28.08.2007

xxxxxxx”

11. She states that in the absence of the petitioner making the payment and in the absence of the petitioner taking any steps from the year 2007 till filing of the present writ petition, the petitioner has lost her right to the allotment.
12. I am in agreement with the stand taken by Ms. Takiar, learned standing counsel for DDA. The petitioner has chosen to sleep over her rights and the present writ petition is clearly hit by the doctrine of delay and laches. The law on delays and laches has been settled by the Hon’ble Supreme Court in ***Mrinmoy Maity v. Chhanda Koley, (2024) 15 SCC 215*** wherein it was held as under:-

“11. For filing of a writ petition, there is no doubt that no fixed period of limitation is prescribed. However, when the extraordinary jurisdiction of the writ court is invoked, it has to be seen as to whether within a reasonable time same has been invoked and even submitting of memorials would not revive the dead cause of action or resurrect the cause of action which has had a natural death. In such circumstances on the ground of delay and laches alone, the appeal ought to be dismissed or the



applicant ought to be non-suited. If it is found that the writ petitioner is guilty of delay and laches, the High Court ought to dismiss the petition on that sole ground itself, inasmuch as the writ courts are not to indulge in permitting such indolent litigant to take advantage of his own wrong. It is true that there cannot be any waiver of fundamental right but while exercising discretionary jurisdiction under Article 226, the High Court will have to necessarily take into consideration the delay and laches on the part of the applicant in approaching a writ court.”

(Emphasis added)

13. Additionally, the Demand Letter clearly states that if the payment is not made by 28.08.2007, the allotment would be automatically cancelled.
14. In this view of the matter, the present petition is devoid of merit. Not only has the petitioner not make the payment in specified time limit but also slept over her right for over 13 years before coming to this Court.
15. Additionally, there is nobody appearing on behalf of the petitioner as well.
16. Hence, the petition is dismissed in aforesaid terms.
17. Consequently, pending applications, if any, are also disposed of.

JASMEET SINGH, J

FEBRUARY 5, 2026 / (MS)