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

+ W.P.(C) 12524/2006 & CM SPPL. 9620/2006, CM APPL. 873/2011

T.P.SHARMA

....Petitioner

Through: Mr. Sharma, Adv. (Appearance not
given)
versus

D.D.A.

.....Respondent

Through: Ms. Manika Tripathy, SC with Ms.
Meghna

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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19.03.2026

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

“A. Issue writ of mandamus, order of direction in the nature of any other writ under Article 226 of the Constitution of India directing the Respondent to give possession of Plot No. 553, Rohini, Pocket No. C-V, Sector No. 28 to the Petitioner.

B. Issue writ of mandamus , order of direction in the nature of any other writ under Article 226 of the Constitution of India directing the Respondent to execute necessary documents in favor of the Petitioner and hand over possession of Plot No. 553, Rohini, Pocket No. C-V, Sector No. 28 to the Petitioner

C. Issue writ of mandamus , order of direction in the nature of any other writ under Article 226 of the Constitution of India directing the Respondent to quash the Show Cause Notice



dated 26-12-05.

D. Issue writ of mandamus, order of direction in the nature of any other writ under Article 226 of the Constitution of India to quash the cancellation letter dated 29-5-06

E. Issue writ of mandamus, order of direction in the nature of any other writ under Article 226 of the Constitution of India quashing the cancellation letter dated 27-3-06.

F. Issue writ of mandamus, order of direction in the nature of any other writ under Article 226 of the Constitution of India directing the Respondent to maintain status quo about the allotment of Plot No. 553, Rohini, Pocket No. C-V, Sector No. 28 during the pendency of present Writ Petition. ...”

2. The case of the petitioner is that the petitioner applied under the HUDCO Scheme 1979 for a flat and subsequently, also applied for a plot in the Rohini Scheme in 1981.
3. In 1987, the petitioner was allotted Flat No. 130-D, Nandnagri (“*said flat*”), in HUDCO 1979 Scheme, at third floor and the possession of the said flat was taken on 23.12.1988 under protest, as the said flat was at third floor which was not suitable to the petitioner.
4. The petitioner filed an Affidavit and undertaking with the respondent dated 18.12.1988 stating that the petitioner had applied for registration under MIG category of New Pattern Scheme in 1979 and that the petitioner had been allotted the said flat.
5. In the year 2000, the petitioner sold the said flat and a Conveyance Deed was made in favour of the intended purchaser.
6. In 2003, *vide* letter dated 05.09.2003 to 12.09.2003 the petitioner was



informed that he has been allotted a Plot admeasuring 60 sq. meter (“*said plot*”) on Plot No.553, Pocket-C-V Block, Sec-28 Rohini on provisional rates for the year 2003-2004 and was required to make payment of Rs. 3,71,520/-. The petitioner was also required to make payment of Rs. 1,17,284/- by 11.11.2003 and thereafter payment of Rs 1,85,760/- by 10.01.2004 and to deposit the remaining 15% of the premium on receipt of further communication. As per the petitioner, he has deposited the scheduled payments well in time.

7. The petitioner thereafter received a letter dated 26.12.2005 in the form of Show Cause Notice *vide* which he was asked to explain why the allotment of land should not be cancelled and deposited money may not be forfeited. The petitioner replied *vide* letter dated 09.01.2006. However, the respondent cancelled the allotment of said plot *vide* letter dated 27.03.2006.

8. Being aggrieved, the petitioner filed an appeal before the appellant authority. However, the petitioner received a letter dated 29.05.2006 *vide* which the petitioner’s claim of possession of the said plot was rejected.

9. Hence, the present petition.

10. Mr. Sharma, learned counsel for the petitioner, states on instructions that the petitioner is restricting prayers only to the return of the amount deposited.

11. In the present case, the petitioner has made the entire payment of the said plot i.e., 60 sq. meters, to the respondent way back in 2003. However, the said plot continues to be in possession of the respondent and despite receiving the entire amount neither possession of the said plot has been given nor has the money been refunded. Additionally, the allotment has been cancelled on 27.03.2006 and on 29.05.2006 petitioner’s claim of possession



of the said plot was rejected.

12. In case the submission of the petitioner is correct that the entire amount has been paid, the petitioner is entitled to the refund of the money as the petitioner despite making the payment has neither enjoyed the property nor possession have been given to them. Additionally, the amount has been parked with the respondent and the respondent has been utilising the said amount. On the respondent cancelling the allotment, the respondent was required to return the amount received from the petitioner.

13. Mr. Sharma, learned counsel for the petitioner, states that since there was a stay and the respondent has not been able to utilise the plot in question, the petitioner is not claiming any interest.

14. For the said reasons, the petitioner/representative shall visit the office of Deputy Director, LD on 06.04.2026 at 11:00 AM and shall not be kept waiting for more than an hour. The petitioner shall bring and show the Original Challans evidencing payments towards the said plot of 60 sq. meters.

15. On verifying the same, the respondent shall return the amount received within 4 weeks from 06.04.2026.

16. With these directions, the present petition is disposed of and in case after verification, the amount is not paid within 4 weeks, the amount shall carry interest at the rate of 9% per annum.

17. Consequently, pending applications, if any, are also disposed of.

JASMEET SINGH, J

MARCH 19, 2026/AS