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

+ **W.P.(C) 9498/2016**

ANURADHA KALRA

.....Petitioner

Through: Mr. Arjun Malik and Mr. Kharanshu
Rana, Advocates

versus

THE DELHI DEVELOPMENT AUTHORITYRespondent

Through: Ms. Manika Tripathy SC DDA

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.02.2026

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1. This is a writ petition filed under Articles 226, 227 and 14 of the Constitution of India seeking the following prayers:

“a. Issue a writ of Certiorari or any other appropriate Writ and/or order quashing the demand letter bearing No.125 (359) 97/SFSAK-II dated nil (which as per the Respondent was issued on the basis of orders of the competent authority/ Vice-chairman, DDA dated 30.07.2012), at Annexure P-10 followed by the show cause notice bearing No. bearing No.125 (359) 97/SFS/VK-II/238 dated 30.05.2016 vide which the Respondent has demanded a sum of Rs. 42,66,157.00 as a condition precedent for allowing the request of the Petitioner for delivery of possession of the flat bearing



no. 6001/1, Sector-D, Pocket-6B, Vasant Kunj, New Delhi and execution of Conveyance Deed in her favour;

b. Issue a Writ of Mandamus or any appropriate Writ and/or order directing the Respondent to hand over the physical possession of the flat bearing No. 001/1, Sector-D, Pocket-6B, Vasant Kunj, New Delhi to the Petitioner as payment of entire demand has long ago been made by the Petitioner in terms of Respondent's Execution Policy;

c. Issue a Writ of Mandamus or any appropriate Writ and/or order directing the Respondent to execute the Conveyance Deed in favour of the Petitioner in respect of the flat bearing No. 6001/1, Sector-D, Pocket-6B, Vasant Kunj, New Delhi as payment of entire demand has long ago been made by the Petitioner in terms of Respondent's Execution Policy;

d. Issue a Writ of Mandamus or any other appropriate Writ order and/or direction restraining the Respondent from transferring, and/or creating any right, title and interest in the flat bearing no. 6001/1, Sector-D, Pocket-6B, Vasant Kunj, New Delhi in favour of any other person/party; and..."

2. The brief facts of the case are that Ms. Dhanpati was registered with the respondent under 9th SFS Category II flat and was allotted a flat in Sector D, Pocket 6B, Ground Floor, Vasant Kunj, New Delhi, vide demand-cum-allotment letter dated 20.02.1997. At the time of allotment, no specific flat number was given in the allotment letter,



however the floor was specified.

3. The said demand-cum-allotment letter prescribed 4 installments for payment of Rs. 8,80,000/-. The same is reproduced below:



ANNEXURE - P-3



दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY

क. बल्ल, द्वितीय तल, विकास भवन (फ्लैट आई.एन.ए. कॉलोनी), नई दिल्ली-110023
'D' Block, Second Floor, Vikas Bhavan (Near INA Colony), New Delhi-110023

पंजीकृत कार्यालय / Registered Office

फाइल नं./ File No. 12510359/97/GFS-IX/VK/11 /004774

DATE OF ISSUE 20/02/97-28/

सेवा : महापंच विकसक (एन.एन.एन.) From : Asstt. Director(SFS)
दिल्ली विकास प्राधिकरण, Delhi Development Authority
नई दिल्ली-110023 New Delhi-110023

सेवा है,
To: Mr/Ms DHANPATI
C/O MEHAR BOOK DEPOT
MAIN BAZAR KURUKSHETRA
HARYANA 136118

अप्लोड नं. APP NO.	डायरेक्टर BY
004774	31/12/96

मैम साहब/साहब,
Dear Sir/Madam,

मुझे अपनी खुशी बताने का विवेक हुआ है कि आप निम्नलिखित विवरण के अनुसार मौजूद एक निवास के अगुआर सलैट के निर्माण के लिए सफल रहे हैं।
I am pleased to inform you that you have been declared successful for allocation of a flat under the 0th Self Financing Scheme as detailed below, subject to conditions contained herein.

स्थान LOCALITY	श्रेणी/फ्लैट का प्रकार CATEGORY/ FLAT TYPE	तल FLOOR	अनुमानित लागत ESTIMATED COST	पंजीकृत एजेंसी (अनुमति) REGISTERED AGENCY (APPROVED)
VASANT KUNJ SECTOR: D BLK/PKT: 6	II	GF	RS. 880000.00	VASANT KUNJ SECTOR: D BLK/PKT: 6

2. निवास की अनुपूर्ति / SCHEDULE OF INSTALMENTS

आपसे अनुमति है कि आप चारों दिनों पर निवास के अनुमानित लागत की 80% राशि का प्रत्यक्ष भुगतान कर सकते हैं।
You are required to make 80% payment of the estimated cost of the flat in four instalments as per schedule given below:

दिनांक INSTALMENTS	राशि AMOUNT	देय तिथि DUE DATE
पहली / FIRST	RS. 220000.00	30/04/97
दूसरी / SECOND	RS. 176000.00	30/10/97
तीसरी / THIRD	RS. 220000.00	30/04/98
चौथी / FOURTH	RS. 176000.00	30/10/98

पहली की प्रत्यक्ष भुगतान की राशि निवास के निर्माण के लिए इस्तेमाल करने के लिए प्रदान की जायेगी।
The first instalment of payment is to be made for the purpose of construction of the flat.

निवास की प्रत्यक्ष भुगतान की राशि निवास के निर्माण के लिए इस्तेमाल करने के लिए प्रदान की जायेगी।
In terms of clause 10 of the Bye-laws, you are liable to pay these instalments in lump sum as given below:

3. भुगतान की शर्तें / TERMS OF PAYMENT

भुगतान की शर्तें INSTALMENTS DEMAND	राशि AMOUNT	अनुमति प्राप्त राशि INITIAL DEPOSIT
1	2	3
I	RS. 220000.00	RS. 50000
पंजीकृत एजेंसी की सदस्यता के लिए भुगतान राशि SHARE MONEY FOR MEMBERSHIP OF REGISTERED AGENCY	निवास के लिए शुद्ध राशि (2-3) * 4 NET AMOUNT PAYABLE BY THE ALLOCATEE (2-3) * 4	निवास के लिए शुद्ध राशि (2-3) * 4 AMOUNT SHOWN IN COLUMN 3 PAYABLE ON 04/07/97
4	5	6
RS. 100	RS. 170100.00	30/04/97

4. Ms. Dhanpati, thereafter, sold the allotted flat, on 15.07.1997, to the petitioner by executing a registered Power of Attorney, Agreement to



Sell and a will. Based on the said documents, the petitioner made payments to the respondent in terms of the schedule of the Allotment Letter and as and when demanded by the respondent.

5. After the demise of Ms. Dhanpati on 01.05.1998, the respondent addressed a letter dated 21.12.2001 to Ms. Dhanpati allotting her a specific flat bearing No. 6001/1 in Sector D, Pocket 6B, Vasant Kunj, New Delhi. She was further called upon to make payment of Rs. 2,230/- towards various charges. The petitioner paid the said amount on 12.02.2002 and thereafter on 10.12.2003 the petitioner intimated the respondent and sought possession, conversion and execution of Conversion Deed in favour of the petitioner based on the above documents.
6. It is the petitioner's case that after keeping the petitioner's request of issuance of possession letter pending for more than a decade, the respondent issued a letter bearing No. No.125 (359) 97/SFSA/K-II in 2013 seeking a sum of Rs. 44,26,138/- as the amount due and payable for handing over the possession and allotment.
7. Mr. Malik, learned counsel for the petitioner draws my attention to the applicable policy in governing the flat in question. The scheme of execution of Conveyance Deed of the year 2006 reads as under:



दिल्ली विकास प्राधिकरण द्वारा 1992 के बाद फ्री-होल्ड आधार पर आबंटित किए गए फ्लैटों के संबंध में क्रेता/सामान्य मुख्तारनामाधारी (जी.पी.ए. होल्डर) के नाम हस्तांतरण विलेख के निष्पादन की योजना।

THE SCHEME OF EXECUTION OF CONVEYANCE DEED IN THE NAME OF PURCHASER/GPA HOLDER IN RESPECT OF FLAT ALLOTTED BY DDA ON FREEHOLD BASIS AFTER 1992.

भारत सरकार द्वारा जारी आदेशों के अनुपालन में, दिल्ली विकास प्राधिकरण ने, सन् 1992 के बाद दि. वि.प्रा. द्वारा फ्री-होल्ड आधार पर आबंटित किए गए फ्लैटों के संबंध में क्रेता/सामान्य मुख्तारनामाधारी (जी.पी.ए. होल्डर) के नाम हस्तांतरण विलेख निष्पादित करने का निर्णय लिया है। अब यह निर्णय लिया गया है कि क्रेता/सामान्य मुख्तारनामाधारी भी योजना के अनुसार जुर्माने के रूप में वर्तमान मूल परिवर्तन प्रभारों की 66-2/3% राशि का भुगतान करके अपने नाम में हस्तांतरण विलेख निष्पादित करा सकते हैं, जिसका विवरण इस विवरणिका में दिया गया है। विवरणिका में दी गई दरें अनन्तिम आधार पर हैं और अंतिम दरें शहरी विकास मंत्रालय द्वारा निर्धारित की जाएंगी। आवेदकों को परिवर्तन प्रभार में मंत्रालय द्वारा अंतिम रूप से निर्धारित किए जाने वाले परिवर्तन प्रभार में यदि कोई अंतर हो तो उस अंतर की राशि का भुगतान करना होगा। आवेदकों को अनुबंध 'क' में दिए गए निर्धारित प्रारूप में परिवर्तन प्रभारों में अंतर का भुगतान करने का एक वचन-बंध जमा करना होगा।

In pursuance of orders issued by the Govt. of India, Delhi Development Authority has decided to execute the conveyance deed in the name of Purchaser/GPA holders in respect of flats allotted by DDA on freehold basis after 1992. It has now been decided to allow purchaser/GPA holder also on payment of 66-2/3% as penalty of the current basis conversion charges to execute the conveyance deed in their favour as per the scheme, details of which have been enumerated in this brochure. The rates indicated in the brochure are on provisional basis and the final rates will be determined by the Ministry of Urban Development. The applicants shall have to pay the difference in conversion charges if any as may be finally fixed by the Ministry. The applicants shall have to submit an undertaking for the payment of difference in conversion charges in the prescribed format as given in annexure "A".

शहरी विकास मंत्रालय ने उन मामलों में सामान्य मुख्तारनामाधारी/विक्री-अनुबंधधारियों के पक्ष में हस्तांतरण विलेख निष्पादित करने की अनुमति देने का निर्णय लिया है, जिनमें आवेदक(कों) ने केवल 1.4.1992 से 30.9.2001 तक लेनदेन किया है।

It has been decided by the ministry of Urban Development to allow execution of conveyance deed in favour of the GPA/Agreement to Sell Holder in respect of cases where transaction has been made by the applicant(s) w.e.f. 1.4.1992 till 30.9.2001 only.

आवेदकों को परामर्श दिया जाता है कि वे आवेदन फार्म भरने के लिए नीचे दिये गए विवरण के अनुसार योजना की मुख्य विशेषताओं को पढ़ लें।

The applicants are advised to carefully go through salient features of the scheme as detailed below for the purpose of filling application form.

योजना की मुख्य विशेषताएं :

SALIENT FEATURES OF THE SCHEME

1. इस योजना में निम्नलिखित फ्लैट आते हैं :-
दिवि.प्रा. द्वारा सन् 1992 के बाद फ्री-होल्ड आधार पर आबंटित किए गए जनता, ईएचएस, नि.आ.व. म.आ.व. उ.आ.व. स्व वित्त योजना के फ्लैट। आरम्भ में किराया खरीद आधार पर आबंटित किए गए फ्लैट इस योजना में शामिल नहीं हैं।
2. दि.वि.प्रा. द्वारा आबंटित फ्लैटों की प्रत्येक श्रेणी के संबंध में फ्री-होल्ड आधार पर हस्तांतरण विलेख के निष्पादन के लिए एककालिक प्रभार और जुर्माना अनुबंध 'ख' और 'ग' में दर्शाया गया है।

1. The scheme covers the following flats:-
Janta, EHS, LIG, MIG, HIG, SFS flats allotted by DDA after 1992 on freehold basis. The allotments Initially made on Hire Purchase basis are not covered under this scheme.
2. The one time charges and penalty for execution of conveyance deed on freehold basis are indicated in Annexure B & C in respect of each category of flat allotted by DDA.



3. फ्री-होल्ड आधार पर हस्तांतरण विलेख के निष्पादन के लिए निर्धारित दस्तावेजों के बिना प्राप्त आवेदन-पत्र पर विचार नहीं किया जाएगा।
3. The application for execution of Conveyance deed on freehold basis shall not be entertained unless accompanied by prescribed documents.
4. आवेदक को हस्तांतरण विलेख के निष्पादन से पूर्व, उनको जारी मांग एवं आवंटन-पत्र में उल्लिखित ब्याज सहित अद्यतन सेवा प्रभार अथवा भूमि प्राशुल्क के 5 प्रतिशत की दर से सेवा प्रभार के पूंजीगत मूल्य, यदि पहले भुगतान नहीं किया गया है, का भुगतान करना होगा। तथापि, यदि कालोनी/योजना की सेवाएं दिल्ली नगर निगम को हस्तांतरित नहीं की गई हैं तो तब यदि पहले पूंजीगत सेवा प्रभार का भुगतान नहीं किया गया हो तो आवेदक को भूमि प्राशुल्क के 5 प्रतिशत की दर से सेवा प्रभार का भुगतान करना होगा।
4. The applicant will have to pay up to date service charges with interest or capitalized value of service charges @ 5% of the land premium as indicated in the demand cum allotment letter, if not paid earlier, issued to the allottee of flat before execution of conveyance deed. However, in case the services of the colony/scheme are not transferred to the MCD then the applicant would be required to pay service charges @ 5% of the land premium, to clear future dues, if capitalized service charges are not paid earlier.
5. हस्तांतरण विलेख का निष्पादन केवल उन फ्लैटों के लिए लागू होगा जो आवासीय उद्देश्य के लिए जारी किए गए हैं।
5. The execution of Conveyance Deed shall be applicable only for the flats which have been allotted as residential.
6. बंधक रखे गए फ्लैटों के मामले में बंधकग्राही/वित्तीय संस्थानों से अनापत्ति प्रमाण-पत्र जमा करने पर ही हस्तांतरण विलेख के निष्पादन की अनुमति होगी।
6. In cases of mortgaged flats, execution of conveyance deed would be allowed on submission of no objection certificate(s) from the mortgagee/financial institutions.
7. जिन मामलों में आर्बिट्रि द्वारा पहले ही हस्तांतरण विलेख स्टांपित करवा लिया गया है परन्तु इसी बीच सामान्य मुख्तारनामा/बिक्री करार आधार पर उक्त फ्लैट बेच दिया गया हो तो आवेदक को दि.वि.प्र. द्वारा जारी हुए हस्तांतरण विलेख दस्तावेजों के निष्पादन के लिए उनकी स्टांप समाहर्ता कार्यालय से स्टांपिंग करानी होगी जिसके लिए स्टांप शुल्क का भुगतान आवेदक को करना होगा।
7. In cases where conveyance deed have already been got stamped by the allottee but in the meanwhile the said flats have been sold on GPA/agreement to sale basis, the applicant shall have to get fresh conveyance deed papers issued from D.D.A. for stamping from the office of Collector of Stamps for execution for which stamp duty shall be borne by him.
8. फ्लैट के स्वत्वाधिकार से संबंधित कोई विधिक विवाद होने के मामले में, जब तक विधिक विवाद का निपटारा नहीं हो जाता, तब तक परिवर्तन की अनुमति नहीं दी जाएगी।
8. In case of any legal dispute relating to title of the flat, conversion shall not be allowed until the legal disputes is settled.
9. री-एंटर्ड फ्लैटों के मामले में हस्तांतरण विलेख के निष्पादन की अनुमति केवल तभी होगी जब री-एंट्री नोटिस वापिस ले लिया गया हो और यथा लागू प्रभार के भुगतान पर आर्बिटन बहाल कर दिया गया हो।
9. In case of re-entered flats, execution of conveyance deed would be allowed only when re-entry notice has been withdrawn and the allotment restored subject to charges as applicable.
10. मूल आर्बिट्रि और मुख्तारनामाधारी के बीच कोई विवाद होने के मामले में, विवाद का निपटारा होने के बाद ही सामान्य मुख्तारनामाधारी/क्रेता के नाम में हस्तांतरण विलेख के निष्पादन के आवेदन पर विचार किया जाएगा।
10. In case of any dispute between original allottee and power of attorney holder, application for execution of conveyance deed in the name of GPA Holder/purchaser would be entertained only after the dispute is settled.

(2)



11. जिन मामलों में पट्टाकर्ता के पास नामांतरण अथवा प्रतिस्थापन के लिए आवेदन-पत्र लंबित है, उन मामलों में हस्तांतरण विलेख के निष्पादन की अनुमति आवश्यक नामांतरण/प्रतिस्थापन करने के बाद ही होगी।
12. फ्री-होल्ड आधार पर हस्तांतरण विलेख का निष्पादन उन मामलों में अनुमत होगा जिसमें आवंटिती ने प्लैट का कब्जा दे दिया हो।
- (क) हस्तांतरण विलेख को फ्री-होल्ड में निष्पादित करने का आवेदन उस व्यक्ति द्वारा किया गया हो, जिसको प्लैट के हस्तांतरण (विक्रय/अन्तरण) के लिए आवंटिती द्वारा पावर ऑफ अटॉर्नी/बिक्री करार दिया गया हो।
- (ख) प्लैट के वास्तविक कब्जे का प्रमाण उस व्यक्ति के पक्ष में प्रस्तुत किया जाना है, जिसके नाम पर फ्री-होल्ड आधार पर हस्तांतरण विलेख का निष्पादन कराया जाना है।
- (ग) जिन मामलों में क्रयिक मुख्तारनामे हैं, उन में हस्तांतरण विलेख के निष्पादन की अनुमति कब्जे के तथ्यों के सत्यापन के बाद ही दी जाएगी, बशर्ते कि प्लैट के मूल आवंटिती का अंतिम मुख्तारनामाधारी/क्रेता के साथ संबंध स्थापित हो जाए और मुख्तारनामे की साक्ष्यकित प्रतियां प्रस्तुत कर दी गई हों।
13. फ्री-होल्ड आधार पर हस्तांतरण विलेख के निष्पादन की योजना ऐच्छिक है।
14. जुर्माने/परिवर्तन प्रभारों इत्यादि का मॉडल आकलन अनुबंध 'ख' एवं 'ग' में दिया गया है।
15. यदि सम्पत्ति का दुरुपयोग किया जा रहा हो अथवा उस पर कोई अनधिकृत निर्माण हो, तो आवेदक को अनुबंध 'घ' में दिए गए विवरणों के अनुसार अतिरिक्त प्रभार का भुगतान करना होगा।
16. यथा लागू अपेक्षित जुर्माने की राशि 200/- रु० के कार्रवाई शुल्क के साथ आवेदन फार्म जमा कराते समय जमा करनी होगी।
17. भुगतान दि.वि.प्रा. (आवास) के पक्ष में दिल्ली में देय अधिमानतः भुगतान आदेश, बैंक ड्राफ्ट द्वारा करना होगा। भुगतान की राशि अगले पूरे रुपये में हो। भुगतान निर्धारित चालान में
11. In cases where applications for mutation or substitution are pending with the lessor, execution of conveyance deed would be allowed only after the necessary mutation/substitution has been carried out.
12. The execution of conveyance deed on freehold basis shall be allowed in the cases where allottee has parted with possession of the flat.
- a) Application for execution of conveyance deed into freehold shall be made by the person holding power of attorney/agreement to sell from the allottee to alienate (sale/transfer) the flat.
- b) Proof of physical possession of the flat in favour of the person in whose name execution of conveyance deed is being sought on freehold basis shall be submitted.
- c) Where there are successive power of attorneys, execution of conveyance deed will be allowed after verifying the factum of possession provided that the linkage of original allottee of the flat with the last power of attorney/purchaser is established and attested copies of relevant documents are submitted.
13. The scheme of execution of conveyance deed on freehold basis is optional.
14. Model tabulation of calculating the penalty/ conversion charges etc. have been given in the Annexure 'B' & 'C' ✓
15. In case the property is being misused or there is any unauthorized construction, the applicants shall be required to pay the additional charges as per details given in Annexure 'D'
16. The requisite penalty as applicable along with process fee of Rs. 200/- are required to be deposited at the time of submission of application form.
17. Mode of remittances shall be preferably by pay order, bank draft payable at Delhi in the name of DDA (Housing). The amount of remittances has to be rounded off to the next rupee. The payment is to be made through



और चार प्रतियों के द्वारा किया जाएगा। आवेदन फार्म और जुर्माना राशि जमा कराने के पश्चात आवेदक बैंक/डी ब्लॉक, विकास सदन, आई.एन.ए., नई दिल्ली स्थित वि.वि.प्रा. के काउंटर से पावती ले लें। चालान की प्रति उनके द्वारा किए गए भुगतान का भविष्य में प्रमाण होगी।

prescribed challan and in quadruplicate. After depositing the application form and penalty applicants must ensure to obtain an acknowledgement from the bank/counter of DDA at 'D' Block, Vikas Sadan, INA, New Delhi together with a copy of the challan to serve as proof of payment for their future references.

टिप्पणी: इस विवरणिका में अद्यतन और सही सूचना देने का हर संभव प्रयास किया गया है। यदि इन सब के बावजूद भी जनता को विवरणिका की छपाई में कोई त्रुटि अथवा भूल का पता लगे जो वह उसे संशोधित करने के लिए लिखित रूप में आयुक्त (आवास) की जानकारी में लाएं। दिल्ली विकास प्राधिकरण को किसी प्रशासनिक/निति संबंधी निर्णय अथवा किसी अन्य कारण से आवश्यकता अनुसार इस विवरणिका में निर्दिष्ट किसी भी व्यवस्था को जोड़ने, संशोधन करने, प्रतिस्थापित करने अथवा समाप्त करने का पूर्ण अधिकार है।

Note: Every possible step has been taken to give up to date and correct information in this Brochure. If in spite of all this, any error or omission in the printing of the brochure is detected by the concerned members of public, they should immediately bring the same to the notice of the Commissioner (Housing) in writing for rectification. Delhi Development Authority reserves unto itself the right to add, modify, substitute or delete any stipulation as contained in this Brochure which may for any administrative/policy decision or for any other reason whatsoever become necessary.

8. He further draws my attention to the letter dated 02.09.2009 issued by the respondent, which reads as under:



DELHI DEVELOPMENT AUTHORITY
SLEF FINANCE SCHEME (HOUSING)
VIKAS SADAN NEW DELHI

No.125(359)97-SFS-VK-II / 1266

Dt 02/09/09

To

✓ Smt. Anuradha Kalra,
GPA of allottee Smt. Dhanpati,s
100, Model Town,
Panipat-132103
Haryana.

Sub: Flat No.6001/1, Sector-D, Pkt.-6B, Cat.-II, Vasant Kunj, New Delhi.

Madam,

With reference to your letter dated 23.7.2009 on the subject cited above. In this connection, I am directed to inform you that your request for issue of possession of above flat in your name has been examined and acceded to by the Competent Authority under execution policy subject to furnishing of undertaking duly attested *and payment of usual charges if any.*

You are therefore, requested to submit the undertaking within 7 days to process the case further.

Yours Faithfully,

[Signature]
Assistant Director (SFS)

Copy to:-

1. AAO-HAU-IV for necessary action please.



9. He also draws my attention to the Minutes of Meeting of a similarly situated person dated 24.04.2008 reads as under:



A meeting was held today the 24th April 2008 at 12 noon in the chamber of Commissioner (Housing) to discuss the issue relating to issuance of Possession Letter and Execution of Conveyance Deed in favour of GPA/ Agreement to sale holder. The following officers were present :-

1. Smt. Asana Manzar Commissioner (H) - In chair
2. Shri Pawan Kumar, F.A. (H)
3. Shri B. K. Gupta Dy. C.L.A
4. Shri Govind Ram, S.L.O.(H)
5. Shri V B Bansal, Dy Dir. (SFS)

The matter was discussed in detail. It was explained in the meeting that we are already having the two policies :-

Policy duly explained by the Govt. of India, Ministry of Urban Development for execution of C.D. in favour of the GPA/ Purchaser of the flat after charging 66-3/45 penalty of the present conversion charges.

Policy of charging Rs. 5000/- as TOKEN PENALTY in cases where GPA/ Agreement to sell are executed prior to the issuance 5th and Final Demand letter.

In a similar situated case of Shri T.P.Oberoi Vs D.D.A the Hon'ble High Court vide its order dated 7.8.2006 in W.P @ 4598/2005 has ordered that possession of the flat and execution of C.D. be issued /executed in favour of the purchaser. In this case, the orders have been accepted and complied with.

The present case is similar case to that of Shri T.P. Oberoi. In the present case flat no. 11- S. Sec 7, Jasola, New Delhi was allotted in the name of Shri. Badri Prasad Gupta. The allottee filed a case in the High Court against the cost 20% surcharges. He is one of the Petitioner in Renu Bali Vs Bunch Case. In compliance to the orders of the Full Bench, revised demand letter was issued.

Shri G.C. Sharda, purchaser of the flat from Shri Badri Prasad Gupta applied on the prescribed application from under the new policy after paying Rs. 69,300/- on account of 66.3/45% penalty charges of conversion amount alongwith all other required documents for issuance of possession letter of the flat.

F.A. (H) pointed out that the policy mentioned at Sl. no 1 is only regarding execution of C.D. and not for issue of Possession letter as such he suggested that instead of charging 5,000/- as Token Penalty, an amount of Rs. 25,000/- be charged in the case of Cat. III Flats and Rs. 15,000/- for Cat. II Flats.



That above suggestion was discussed at length and unanimously it was decided that charging of additional amount beyond the policy mentioned at S. No. 2 above will not be sustainable .

Hence we may issue the Possession Letter in favour of the purchaser after charging the aforesaid penalty amount as mentioned at S. No. 1 above along with Rs. 5,000/- as Token Amount .

(V. P. Bansal)
Dy. Dir. (SFS) H

Director (H)

Commissioner (H)

10. Since neither the possession was handed over to the petitioner nor the demand letter for payment of additional cost was withdrawn, the petitioner challenged the said demand letter by filing a writ petition bearing No. 5072/2013, which was rejected by the Court on 29.06.2015.
11. The said order of rejection dated 29.06.2015 was challenged in LPA No. 04/2016, which was allowed and the operative portion reads as under:

“2. Heard learned counsel for the parties. Inter-alia one grievance of the appellant is that the learned Single Judge has not decided the issue with respect to a conversion policy notified by the Ministry of Urban Development which was adopted by the respondent.

3. With respect to the submission, learned counsel for the



appellant concedes that in the writ petition foundation of the cause of action with reference to the conversion policy was not laid. However, counsel points out that in the rejoinder filed to the counter affidavit, the conversion policy was relied upon. Learned counsel for the appellant further submits that during arguments conversion policy was relied upon. To make good the point, learned counsel draws attention to the written submissions filed before the learned Single Judge.

4. We find that in the impugned judgment the learned Single Judge has not decided the issue with reference to the DDA's conversion policy. Rather than remand the matter for adjudication afresh by the learned Single Judge with reference to the conversion policy, since foundation of the cause of action in the writ petition was not founding on the conversion policy we have put it to learned counsel for the appellant whether the appellant would be agreeable to the appeal being disposed of after setting aside the impugned order and simultaneously permitting the appellant to withdraw the writ petition with liberty to revisit the Court by filing a fresh petition with respect to the grievance but with reference to the conversion policy.

5. Learned counsel for the appellant states that the appellant would be agreeable to this course of action.

6. In law, the foundation of a cause of action has to be in the writ petition. Pleadings in the rejoinder have to be limited



to dealing with the case set up by the opposite party. A different cause of action, not pleaded in the writ petition, cannot be laid in the rejoinder.

7. Since the appellant took the point in the rejoinder and since the learned Single Judge has not dealt with it interest of justice requires the appeal to be disposed of setting aside the impugned order and simultaneously dismissing the writ petition filed by the appellant as withdrawn with liberty granted to file a fresh petition concerning the grievance of the appellant pleading a case under the conversion policy.

8. Ordered accordingly.

9. The appeal is disposed of setting aside the impugned order dated June 29, 2015. W.P.(C) No.5072/2013 filed by the appellant is dismissed as withdrawn with liberty granted to file a fresh petition in terms of what has been noted hereinabove.”

12. Hence, the present petition is filed.
13. Mr. Malik, learned counsel, further states that, in terms of the policy of the year 2006, the GPA as well as the Agreement to Sell Holders were permitted to pay the 66.2/3% conversion charges and get the Conversion Deed executed in their favour.
14. Ms. Tripathi, learned counsel for the respondent, opposes the petition primarily on the ground that in the present case, the allotment has been made in favour of Ms. Dhanpati in block date of 20.02.1987 to 28.02.1987 and hence, the policy described above, is not applicable.
15. She, additionally, states that despite the policy not being applicable,



the respondent took a liberal view and were ready and willing to allot the flat to the petitioner provided the payment of Rs. 44,26,138/- is made and the same is based on the current prevalent cost.

16. She also draws my attention to an additional affidavit, wherein it has been stated that even if the case of the petitioner comes within the purview of the policy, still the allotment cannot be made to the petitioner in view of Para 12(b) of the 2006 scheme wherein physical possession of the property had to be with the person named in the conveyance deed. Since in the present case, the possession is not with the petitioner, the policy will not be applicable. The relevant portion of para 12 reads as under:

“12. The execution of conveyance deed on free hold basis shall be allowed in the cases where allottee has parted with possession of the flat.

....

b) Proof of physical possession of the flat in favour of the person in whose name execution of conveyance deed is being sought on freehold basis shall be submitted.”

17. She further states that the factum of death of Smt. Dhanpati was never informed till the year 2003 to the respondent.
18. I am unable to agree with the same.
19. Even though it is stated that the allotment was made in the block dated of 20.02.1987 to 28.02.1987, there is no document on record to substantiate the same. Thus, the policy is squarely applicable in the present case. In fact, there is a demand-cum-allotment letter which shows that Application No. 004774 dated 20.02.1997 in favour of



Smt. Dhanpati which shows that the petitioner was required to pay the demanded amount in 4 instalments.

20. The respondent has consciously permitted the execution of conveyance deed in favour of the GPA Holders on payment of Rs, 66.2/3% as penalty for the conversion charges. The same has also been paid by the petitioner.
21. The Minutes of Meeting dated 24.04.2008 shows that the issue with regard to execution of conveyance deed in favour of the GPA Holders/Agreement to Sell holder has duly been considered and acceded to as based in the case of Shri **TP Oberoi v. DDA, W.P. (C) 4598/2005**.
22. The said minutes of the meeting, also show that in the case of one Shri GC Sharda, the respondent DDA agreed to grant possession letter after charging of the penalty amount of Rs. 5,000/-. The facts of the case of Shri GC Sharda are identical to that of the petitioner.
23. The argument of the learned counsel of the respondent that in the light of paragraph 12 (b) of the 2006 policy, the petitioner cannot be allotted the flat in question does not hold much merit. Even though the rule says “*physical possession*” the same does not apply to the petitioner in the light of the law laid down in **T.P. Oberoi (Supra)**. The relevant paragraphs read as under:

“8. The narrative of facts does not show any serious dispute between the parties about the essential facts. The allottee transferred his rights, and eventually those rights were acquired by the petitioner through a GPA transaction. He undisputedly paid the last instalment, including conversion



charges. The property is freehold. The question is whether the DDA can refuse to hand over possession on the ground that there is no policy.

9. Clause 12 of the policy for conversion envisions different situations where conversion can be allowed in cases where the lessee/allottee has parted with possession, and even visualizes a specific fact situation where there are successive power of attorneys (clause 12 (c)) in which case, conversion would be allowed after verification of possession provided that the linkage of original allottee with the last power of attorney is established. Although this clause cannot directly apply to the facts of this case, since the allottee here had parted with his rights long ago, yet the intention of the DDA to recognize rights of beneficial owners and transferees emerges. Except possession, all the necessary ingredients required by the respondent, to convert the property, are present in this case.

The property too been converted. In these circumstanced, having regard to the fact that the petitioner deposited the amounts, including conversion charges, which were unreservedly accepted by the DDA, it would be inequitous to deny him possession.

10. In the above circumstances, normally the petition ought to have been allowed in terms. However, the DDA's concern, though not specifically articulated, appears to be that if possession is handed over unreservedly to the



petitioner, it should not be held accountable at a later stage, if the allottee steps forth and claims his rights. This apprehension can be allayed by appropriate directions. Counsel for the petitioner had agreed upon instructions, to course of a suitable undertaking being furnished to indemnify the DDA in case of any such eventuality.”

24. All the necessary requirements with respect to conversion have been fulfilled by the petitioner. The petitioner has also paid the conversion charges and the penalty stipulated was also paid by the petitioner. In the judgement of **T.P. Oberoi (Supra)**, this court permitted the delivery of possession and also the Conveyance Deed. For the said reasons, the petition is allowed.
25. The demand letter is quashed and the respondent shall execute the Conveyance Deed and shall hand over the possession of the flat bearing No. 6001/ 1, Sector D, Pocket 6B to the petitioner expeditiously and in any case not later than 6 weeks from today.
26. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

FEBRUARY 26, 2026/DM