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Court : Delhi

Decided On : Dec-21-1990

Reported in : 43(1991)DLT312

Judge : V.B. Bansal, J.

Acts : [Constitution of India](#) - Article 226

Appeal No. : Civil Writ Appeal No. 82 of 1987

Appellant : Reliable Laboratories P. Ltd. and anr.

Respondent : Delhi Development Authority and anr.

Advocate for Pet/Ap. : Vijay Kishan,; A.K. Suri and; Sanjay Dhokalia, Advs

Judgement :

V.B. Bansal, J.

(1) By way of this writ petition under Article 226 of the [Constitution of India](#), petitioners have prayed that the order dated 4th December, 1986 mentioned in the letter dated 18th December, 1986 issued by Deputy Director (Industrial), Delhi Development Authority be quashed and that the writ of mandamus may be issued directing the respondents to hand over possession of plot No. 88/4, Block D, Okhla

Industrial Area, Phase I, New Delhi.

(2) Briefly stated, the facts leading to the filing of this writ petition are that the petitioner No. 2 is the managing director of the petitioner No. 1 which is a registered company under the Indian Companies Act. It started a small manufacturing unit in Okhla for making liquid oral formulations under license from the Drug Control, Delhi. According to the averments made in the petition industrial plot No. 88/4, Block D measuring 202.88 sq. mts. in the Okhla Industrial Area Phase I New Delhi was put for auction on 8th August, 1984. The petitioner gave a bid for Rs. 3 lacs. At the time of the bid a sum of Rs. 75,000.00 deposited as a part of the sale price. The balance amount was not deposited and so a letter dated 10th December 1984 was issued to the petitioner for the deposit of the balance amount. An application was moved by the petitioner for extension of time which was followed by a subsequent application. A show cause notice dated 20th February 1985 was issued to the petitioners by the Deputy Director (Industrial) Delhi Development Authority to show cause within 15 days from the date of issue of the notice as to why the bid of the plot may not be cancelled for the breach of the terms and conditions about the payment of the amount. Reply was filed by the petitioners praying for further time. In the meantime, the petitioners paid a sum of Rs. 1.45,000.00 with the letter dated 3rd January 1986. The balance amount of Rs. 80,011.00 was deposited with the respondents and intimation was sent vide letter dated 13th January 1986. The petitioner could not get possession of the plot in question and it appears that a notice was served upon the respondents claiming a sum of Rs.1,60,000.00 as damages besides making prayer for the giving of the possession. Subsequently, the impugned letter dated 18th December 1986 has been issued to the petitioners stating therein that as the amount was not received from the petitioners within the stipulated period the allotment/auction bid was cancelled vide order dated 4th December, 1986. It is in pursuance of this intimation received by the petitioners that they have filed this writ petition.

(3) I have heard learned counsel for the parties and have gone through the record.

(4) Submission of the learned counsel for the petitioner has been that the petitioners deposited the total bid amount much prior to the date of the alleged

cancellation of the bid/auction, and that the amount deposited by the petitioner is being kept and utilised by the respondents. Learned counsel for the respondents has not disputed the factum of the amount having been deposited by the petitioners. It has, however, been submitted by the learned counsel for the respondents that the respondents have been ready and willing to refund the amount regarding which an offer even was made in July 1990 i.e. much after the issue of Rule in this case.

(5) Learned counsel for the petitioner has submitted that there have been instances where the respondents have been extending the time for the deposit of the balance auction money but in the instant case, the same has been declined only after the respondents had accepted the deposit of the total amount. The petitioners had by way of additional affidavit given instances where the respondents accepted the amount after extending the period. One such instance as contained in the affidavit of Ms. Janak Juneja, Secretary, Delhi Development Authority sworn on 24th May 1989 relates to plot No. 2, Commercial Complex, Wazirpur, Delhi. In the said case the auction was held on 9th December 1982 when the party paid 25 per cent on the fall of the hammer but failed to pay the balance amount within the prescribed time on account of which the bid was cancelled. The party obtained a stay order from the High Court but keeping in view the circumstances mentioned by the petitioner in a representation the time was allowed up to 1st February 1983 to deposit the balance amount Along with the interest. Learned counsel for the petitioner has also placed reliance upon the judgment of a Division Bench of this Court in Civil Writ No. 2771 of 1986 in which in similar circumstances the time for payment was extended. Learned counsel for the respondents has not been able to point out any material difference between the facts of this case and the facts of the aforesaid writ except that in that writ before the Division Bench it was a commercial plot while in the present petition is an industrial plot: There is no valid Explanationn coming from the respondents as to why the balance amount was accepted from the petitioners and the bid was cancelled only after the petitioners had served an notice on the respondents in which damages were also claimed.

(6) Considering all these facts I am clear of the view that the present case is fully covered by the judgment of the Division Bench and the petitioners are entitled to get the possession of the plot in question.

(7) As a result the writ is allowed. Rule is made absolute. The respondents are directed to hand over the possession of plot No. 84/4, Block D, Okhla Industrial Area, Phase I, New Delhi to the petitioners within two months. The respondents would also get the lease deed executed in favor of the petitioners within one month thereafter. In the circumstances, the parties are left to bear their own costs.

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