

**Hukam Singh Vs. Delhi Development Authority and ors.**

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**SooperKanoon Citation :** [sooperkanoon.com/698242](http://sooperkanoon.com/698242)

**Court :** Delhi

**Decided On :** Aug-07-1991

**Reported in :** 45(1991)DLT73; 1991RLR510

**Judge :** B.N. Kirpal and; D.K. Jain, JJ.

**Appeal No. :** Civil Writ Appeal No. 1717 of 1990

**Appellant :** Hukam Singh

**Respondent :** Delhi Development Authority and ors.

**Advocate for Pet/Ap. :** M.K. Garg and; V.K. Shall, Advs

**Judgement :**

**B.N. Kirpal, J.**

(1) Rule D.B.

(2) This is yet another case which shows, we only hope, the in-efficiency of the Dda at the cost of, as usual, the citizens of this country.

(3) The petitioner had registered himself under the Special Housing Registration Scheme for retiled/retiring public servants and was allotted an Mig flat in a draw which was held on 13th January, 1989. The petitioner was required to make and did deposit on 27th January, 1989, a sum of Rs. 65002.50 being 50/o of the total

disposable cost of the flat. The flat which was allotted to the petitioner was in Pocket A, 219-B, 1st Floor of Mayur Vihar. The petitioner was also informed that he would have to pay Installments at the rate prescribed in the letter of allotment.

(4) The petitioner then received a letter dated 30th November, 1989 whereby he was informed that in lieu of the earlier flat, he was now allotted flat No. 21-D, Pocket-111, 1st Floor, Mayur Vihar. It was further stated that a formal demand-cum-allotment letter will be issued shortly:

(5) As is usual, again, no demand-cum-allotment letter was issued for a period of nearly one year. The petitioner was constrained to file the present writ petition and thereafter a demand-cum-allotment letter dated 9th November, 1990 was issued. Soon thereafter, reply dated 18th November, 1990 to the 220 writ petition was filled. In the demand-cum-allotment letter, it was stated that a draw had been held on 29th November, 1989 and the disposable cost of the new flat was Rs. 2,18,100.00 . The petitioner was accordingly required to pay additional amount.

(6) In the reply which has been filed, there is no justification given for the cancellation of the original flat and the need for a fresh allotment. All the averments made in the writ petition are admitted and it was further stated that a demand letter had already been issued. Another submission made in this reply is that 'costs of the property is always revised after a lapse of 6 months and the petitioner has to pay the difference of the cost price.'

(7) Vide our order dated 27th November, 1990, the respondents were required to file an additional affidavit indicating as to how the flat which had originally been allotted to the petitioner, had been allotted to somebody else. The respondents were also required to justify the payment which was now being demanded by virtue of the demand letter dated 9th November, 1990. The respondents were also directed to produce the departmental file with regard to the allotment of the original flat in question.

(8) Again, as is normally the case, (he Dda did not file the additional affidavit. On three different dates of hearing adjournment had been sought by the Dda to file additional affidavit and time was granted. Today again, the story is being repealed.

The learned counsel for the respondents requests for yet another adjournment.

(9) In our opinion, there is absolutely no justification for the Dda to be granted any further latitude. No affidavit has been filed before us justifying the additional demand being raised on the petitioner. Not only are the respondents demanding higher amount by way of disposable cost of the fiat but the respondents also have the audacity of demanding from the petitioner Rs. 7500.00 by way of change charges. It is the Dda which cancelled the earlier allotment and allotted a different flat to the petitioner and Dda is seeking to take benefit of its own wrong and demanding change charges. It is only because the Dda has now become a monopolistic organisation that it demands and gets away with more than its pound of flesh.

(10) We see no justification at all as to why the petitioner should not have got a flat in the draw which was held on 13th January, 1989. It is represented to us that the flat which was originally allotted to the petitioner was wrongly put in the draw of lots. The petitioner cannot be made to suffer for this negligence on the part of the respondents. It is admitted by the learned counsel for the respondents that if that flat had not been put in the draw of lot, the petitioner would have got another flat in the draw of lot held on 13th January, 1989. The petitioner would therefore, be charged the price which would be payable in respect of the flat now allotted to him as if this allotment was made to him on the basis of the draw held on 13th January, 1989. We are not commenting on the practice of the Dda in revising the prices of the flats every six months. Perhaps that may have to be done is another matter. But 221 in our opinion, there is no justification for demanding the disposable cost of Rs. 2,18, 100.00 from the petitioner.

(11) We, therefore, while upholding the allotment of the flat, in respect of which possession has been handed over to the petitioner by virtue of the interim orders passed by this Court, quash the demand raised by letter dated 9th November, 1990. The respondents will, however, be entitled to raise a fresh demand in respect to the flat in question on the assumption that this flat had been allotted to the petitioner in the draw of lot held on 13th January, 1989.

(12) The petition is disposed of in the aforesaid terms.

