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R.R. Mehta Educational Trust Vs. Delhi Development Authority and Another

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Court : Delhi

Decided On : Sep-01-1999

Reported in : 1999VAD(Delhi)839; 81(1999)DLT925

Judge : Arun Kumar and; D.K. Jain, JJ.

Acts : Constitution of India - Article 226

Appeal No. : C.W. No. 481/95

Appellant : R.R. Mehta Educational Trust

Respondent : Delhi Development Authority and Another

Advocate for Def. : Mr. Ravinder Sethi, senior Advocate,; Mr. Manish Bhatnagar and ;

Advocate for Pet/Ap. : Mr. Mukul Rohtagi, Senior Advocate and; Mr. S. Mukerjee, Adv

Judgement :
ORDER

Arun Kumar, J.

1. By this petition under Article 226 of the Constitution of India the petitioner has challenged the rates at which respondent Delhi Development Authority (for short

the DDA) allotted land to the petitioners for purposes of running a school. The controversy in the present writ petition already stands settled as per decisions of this Court and as a matter of fact nothing really survives for fresh adjudication.

2. Briefly the facts are that the petitioner had sought allotment of land at pre-determined rates for purposes of running a school. The petitioner was allotted land measuring 1.0 acre at Malviya Nagar, New Delhi vide allotment letter dated 21st April, 1988 at a cost of Rs. 4,10,000/-. Since the rate was provisional, the petitioner had given an undertaking to pay the balance amount as and when the rates were finalised. The petitioner deposited the said amount with the DDA and obtained possession of the land on 13th June, 1988. The petitioner had sought allotment of a larger plot of land right from the beginning. Accordingly the petitioner continued its request for allotment of balance O.5 acre land which was available at the site where the petitioner was allotted one acre plot. The initial allotment in favor of the petitioner was on the basis of rate of land taken at Rs. 8. lac per acre. As per terms of allotment the petitioner was liable to pay only for half acre of land because the remaining half acre was treated as for play ground etc. thereforee, initially the petitioner had been asked to pay a sum of Rs. 4,10,000/- only which included Rs. 10,000/- on account of ground rent. This demand was revised by the DDA to Rs. 28.50 lacs per acre w.e.f. 1st April, 1987 and the petitioner was vide letter dated 21st May, 1991 issued by the DDA called upon to deposit the difference in the rates which worked out to Rs. 10,50,625/- within thirty days of the issue of the said letter. The rate at which this demand was made was quashed by this Court in Rose Educational Scientific and Cultural Society (Registered) and Others v. Union of India and Others 1989 (2) DL 309. It was held that the DDA was entitled to revise its demand only up to Rs. 9,50,000/- per acre. This decision of the learned Single Judge of this Court was upheld by the Division Bench and the Letters Patent Appeals were dismissed as per the decision in Delhi Development Authority v. Lala Amar Nath Educational and Human Society 1990 (3) DL 347. Thus so far as the land rates for the first allotment made in favor of the petitioner are concerned, the petitioner is liable to pay at the rate of Rs. 9,50,000/- per acre. The amount payable by the petitioner at that rate works out to Rs. 4,75,000/- for 0.5 acre for which the petitioner was to pay. The petitioner has already paid a sum of Rs. 4 lace on account of land. The petitioner is liable to pay

the balance amount of Rs. 75,000/- with interest @ 18% per annum on this account with effect from 21st May, 1991 the date of raising of demand by the DDA till payment.

3. The request of the petitioner for allotment of additional land was pending with the respondents. In view of this request, another allotment of 0.5 acre of land was made in favor of the petitioner vide allotment letter dated 1st July, 1992 in which the provisional rate of land was fixed at Rs. 46.80 per acre and the petitioner was called upon to pay price for half of the portion of the plot, i.e. for 0.25 acre which worked out to Rs. 11,70,297.04 besides ground rent etc. Similar demands at similar rates were raised against other allottees of land. The case of the allottees was that since the demand @ Rs. 9.50 lacs per acre had been upheld by the Division Bench of this Court in Lala Amar Nath's case (supra), the DDA should keep the demand for fresh allotment round about the same figure. Further Rs. 46.80 lacs per acre was a provisional rate meaning thereby that the final rate would be more. A sum of Rs. 5,95,194/- was demanded by the DDA vide letter dated 11th June, 1993 towards the additional land allotted to the petitioner. The allottees were made to give undertakings regarding rate at which they had to pay for the land allotted to them as a condition precedent for the allotment. The final demand against the petitioner was made on 28th October, 1994/21st December, 1994 in the sum of Rs. 16,45,819/- which included some amount on account of balance due regarding first allotment. The petitioner challenged this demand by way of present writ petition. In this connection it has to be noted that the final revised rates for allotment of land to schools at pre-determined rates was challenged before this court by way of several writ petitions. As per decision of a Division Bench of this Court in Little Angles Public School Society and Others Vs . Union of India and Others : 75(1998)DLT521 , the land rates fixed by the DDA have been upheld. In view of this decision of this court, the challenge to the land rates made in the present writ petition has to be rejected. The petitioner has to accordingly pay for 0.5 acres of land at the revised rates fixed by the DDA. The petitioner has already paid the principal amount as per the revised demand of the DDA and also furnished Bank guarantee for payment as finally decided along with interest. The petitioner has to pay interest on this amount @ 18% per annum from 11th June, 1993, the date of demand till the date of payment. The bank guarantee

furnished by the petitioner on 5th August, 1998 will stand discharged only on deposit of the entire amount, i.e. Rs. 75,000/- with interest as directed above and interest on the amount deposited towards allotment of balance land of 0.5 acre. The writ petition stands disposed of accordingly.

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