

**Muni Ram Vs. D.D.A.**

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**SooperKanoon Citation :** [sooperkanoon.com/700852](http://sooperkanoon.com/700852)

**Court :** Delhi

**Decided On :** Feb-17-2003

**Reported in :** 2003IVAD(Delhi)56; 107(2003)DLT5

**Judge :** Sanjay Kishan Kaul, J.

**Acts :** [Constitution of India](#) - Article 226; [Land Acquisition Act, 1894](#)

**Appeal No. :** Civil Writ Petition No. 1509 of 2000

**Appellant :** Muni Ram

**Respondent :** D.D.A.

**Advocate for Def. :** Poonam Sharma, Adv.

**Advocate for Pet/Ap. :** Amrit Kaur Oberoi, Adv

**Disposition :** Writ petition allowed

**Judgement :**

ORDER

**Sanjay Kishan Kaul, J.**

CWP No. 1509/2000:

1. The petitioner was owning land in Pooth Kalan, Delhi, which was acquired by award dated 11.11.1985. In terms of the scheme of the respondent for allotment of plots to persons whose land has been acquired under the Land Acquisition Act, the case of the petitioner was examined and recommended by the Delhi Administration on 9.10.1986. The petitioner in pursuance to the request of the respondent deposited a sum of Rs. 5,000/- as earnest money in May, 1990.

2. On 13.5.1992, the petitioner received a letter from the respondent intimating the petitioner that it has been decided to allot a plot measuring 209 sq. mtrs. to the petitioner and in case the petitioner was interested in allotment, the petitioner should deposit a sum of Rs. 47,200/- on account of earnest money and 25% of the provisional premium within 30 days. The petitioner deposited the said amount on 11.6.1992. A demand-cum-allotment letter was issued in favor of the petitioner on 18.1.1993 allotting plot No. 24, Sector 24, Pocket No. 15A, measuring 330 sq. mtrs. in Rohini Residential Scheme @ Rs. 1,650/- per sq. mtr. The petitioner, however, did not deposit the said amount nor did the petitioner take any further action.

3. It is stated in the petition that the petitioner in March, 2000 came to know of a policy finalised by the Lieutenant Governor of Delhi on 3.6.1995 in terms whereof if the allottee had made 35% payment or part of premium demanded by the DDA by 31.1.1994, the alternative plot of land should be allotted on payment of interest @ 18% per annum and restoration charges @ Rs. 100/- per sq. mtr. It was further directed that all such individual cases should be processed and regularised by issuance of the allotment letter. Learned counsel for the petitioner contends that no such allotment letter was issued to the petitioner in terms of the said policy.

4. In the counter affidavit, the only plea taken by the respondent is that the amount deposited by the petitioner vide challan dated 11.6.1992 of Rs. 47,200/- was not intimated to the respondent till 23.4.1996. However the same is rebutted in the rejoinder by filing a duly receipted letter of the petitioner addressed to the respondent sending a copy of the said challan.

5. In view of the aforesaid, it is apparent that the petitioner would be covered by the said policy. In fact, this Court had issued directions in CWP No. 3325/1998

titled 'Krishan Kumar v. DDA', decided on 5.8.1998, on which reliance is placed by the learned Counsel for the petitioner. It was held in the said case that the respondent should have implemented the policy of the Lieutenant Governor and should have issued a fresh demand letter.

6. Learned counsel for the respondent submits by reference to the counter affidavit that the plot in question is now not available. It is further stated that the case of the petitioner shall be processed in terms of the policy of the Lieutenant Governor. In absence of the said plot being available no direction can be issued for the plot in question, as the petitioner has also approached after a considerable time-period.

7. In view of the aforesaid a writ of mandamus is issued directing the respondent to process the case of the petitioner in terms of the policy dated 3.6.1995 within a period of 3 months from today and on the allotment being made in favor of the petitioner, he shall deposit the payment in terms thereof.

8. The writ petition is allowed in the aforesaid terms leaving the parties to bear their own costs.