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Ms. Lovneet Kaur and anr. Vs. Delhi Development Authority

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Court : Delhi

Decided On : Sep-21-2004

Reported in : IV(2004)BC607; 114(2004)DLT138; (2005)139PLR23

Judge : Pradeep Nandrajog, J.

Acts : Constitution of India - Article 226

Appeal No. : Writ Petition (C) Nos. 2398-99 of 2004

Appellant : Ms. Lovneet Kaur and anr.

Respondent : Delhi Development Authority

Advocate for Def. : Monica Sharma and ; Proxy, Advs. for ; Anusuya Salwan,

Advocate for Pet/Ap. : Sidhartha Shankar Ray, Adv

Disposition : Petition allowed

Judgement :
ORDER

Pradeep Nandrajog, J.

1. Rule. Heard for disposal.

2. Petitioners were the highest bidder at an open auction conducted on 23.8.2003. Bid for Unit 11, G-H-14/G-17, Paschim Puri Site II of the petitioners was the highest. The bid was in the sum of Rs. 8,75,500/-.

3. As per the terms and conditions of the auction, 25% of the bid amount was to be deposited at the fall of the hammer. Remaining 75% had to be paid within 30 days of receipt of bid confirmation.

4. Petitioners were, thus, required to pay Rs. 2,18,875/- on 23.10.2003 at the fall of the hammer. Unfortunately, petitioners who had a weak mathematics, while working out simple arithmetic, calculated the amount to be paid at Rs. 2,18,750/-. They paid the same on 23.10.2003.

5. Negligent mistake committed by the petitioners resulted in the petitioners depositing the requisite amount less by Rs. 125/-.

6. Weak mathematic proved fatal for the petitioners. DDA rejected the bid holding that since sum of Rs. 125/- was short deposited, there was a violation of the terms and conditions of auction.

7. Present petition was filed praying that letter dated 16.2.2004 rejecting the bid be quashed. Directions be issued to DDA to issue a demand letter in respect of the unit for which petitioners bid was the highest. Further direction is prayed that DDA be directed to receive the balance amount and hand over possession of the unit in question to the petitioner.

8. Learned Counsel for the petitioner states that the defaulting amount was too meagre to merit a rejection of the bid. Learned Counsel for the DDA states that amount does not matter. If there is non-compliance with the terms of the auction that is the end of the matter.

9. The legal maxim 'DE Minimise Non Curat Lex' is known to all. Law cares not for small things is what the legal maxim says.

10. Law does not concern itself with trifles. Course of justice generally do not take trifling and immaterial matters in account, except under peculiar circumstances,

such as where personal character is involved.

11. Law would not concern itself with a disturbance which is trivial or immaterial.

12. Petitioners, on realizing that they had short deposited Rs. 125/- made up the deficiency the very next i.e. on 24.10.2003 by depositing Rs. 150/-.

13. Respondent has acted mechanically and pedantically. The trifling shortfall is too insignificant a mistake to visit the petitioners with the consequences with which they have been visited.

14. Writ petition is allowed. Impugned letter dated 16th February, 2004 is quashed. Mandamus is issued to DDA to issue a formal demand-cum-allotment letters to the petitioners in respect of Unit No. 11, G-H-14/G-17, Paschim Puri Site-II, New Delhi. On the petitioners complying with the same, possession of the site be handed over to the petitioners. On petitioners' completing the legal formalities required by DDA, necessary conveyance deed by executed.

15. No costs.

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