

**Bhupinder Kumar Vs. Delhi Development Authority**

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**SooperKanoon Citation :** [sooperkanoon.com/701900](http://sooperkanoon.com/701900)

**Court :** Delhi

**Decided On :** Aug-19-1997

**Reported in :** 1998IIIAD(Delhi)822; 71(1998)DLT461; (1998)118PLR68

**Judge :** M.S.A. Siddiqui, J.

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

**Appeal No. :** Civil Writ Petition No. 3313 of 1997

**Appellant :** Bhupinder Kumar

**Respondent :** Delhi Development Authority

**Advocate for Pet/Ap. :** S.K. Taneja and ; Ram Dhan Ahuja, Advs

**Judgement :**

**M.S.A. Siddiqui, J.**

(1) The petitioner got himself registered for allotment of MIG. flat under the Ambedkar Awas Yojna, 1989 floated by the respondent. In the month of November, 1996 the petitioner received the allotment-cum-demand letter informing him about allotment of flat No. 97, Sector 24 Pocket 23, Rohini, Delhi. The said letter of allotment also indicated that the total cost of the flat which was payable was Rs. 6,48,000.00 . The petitioner did not pay the disposal cost of the flat in terms of the letter of demand on the ground that essential services and basic

facilities were not made available by the Dda and as such the flat was not habitable. Petitioner's further grievance is that the respondent arbitrarily cancelled the allotment of the flat vide letter dated 25.7.1997.

(2) The question is whether the petitioner can be allowed to withhold payment of price of the flat unless and until essential services and amenities have been made available. In *K. Bhattacharjee v. Dda*, : 63(1996)DLT467 an identical question was raised for decision which was answered in negative and it was held that the letter of allotment issued by the Dda is an offer which the allottee may or may not accept. If he accepts, then concluded contract comes into existence and the allottee is bound by the terms including those relating to payment and delivery of possession. In this connection I may usefully excerpt the following observations:

'SECONDLY we have already held that the question of delivering possession by the Dda would arise only when the allottee has made the payment. Having made the payment and having discharged his obligation under the contract, he would call upon the Dda to deliver the possession and while taking the possession the allottee would have every right to insist on the flat being habitable and fit for human residence. If the Dda fails in discharging its such obligation, two courses are open to the allottee. - He may put an end to the contract and seek a refund of the amount paid by him, also hold Dda liable for breach of contract, or he may take delivery of possession and then compel performance by the Dda of its unfulfilled obligations.'

(3) Admittedly the petitioner had not paid the disposal cost of the flat within the stipulated period. The letter of allotment itself postulated automatic cancellation if payment was not made within the stipulated period. Thus the allotment of flat stood automatically cancelled in view of the petitioner having defaulted in making payment in terms of the letter of allotment. Consequently I see no unfairness in the procedure adopted by the DDA.

(4) For the foregoing reasons I am not inclined to interfere in the matter in the exercise of extraordinary jurisdiction under Article 226 of the Constitution.