

Delhi Development Authority Vs. Dhani Ram Kapoor

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Court : Delhi

Decided On : Nov-20-1998

Reported in : 1999(49)DRJ717

Judge : Anil Dev Singh and; Mukul Mudgal, JJ.

Appeal No. : L.P.A. No. 128 of 1998

Appellant : Delhi Development Authority

Respondent : Dhani Ram Kapoor

Advocate for Def. : R.K. Saini, Adv.

Advocate for Pet/Ap. : Ruchi Grover, Adv

Disposition : Appeal dismissed

Judgement :

Anil Dev Singh, J.

1. This is a Letters Patent Appeal against the judgment of the learned Single Judge dated January 10, 1997. The only point of dispute in the present appeal is as to whether allotment of a flat in the name of the writ petitioner (respondent herein) was liable to be cancelled on the ground of delay in submission of the relevant documents along with proof of payment to the appellant-Delhi

Development Authority within the prescribed period of ninety days from the date of issue of the letter of allotment. There is no dispute that the petitioner had made full payment for the flat to the appellant. As per the stand of the appellant the respondent was required to submit the documents to it by August 1, 1990 but the same were submitted on November 16, 1990. Learned counsel for the appellant submits that the delay in submission of the documents entails cancellation of the allotment of the flat. The same submission was made before the learned Single Judge which was rejected by him.

2. We do not find any infirmity in the order of the learned Single Judge. The term as to deposit of documents within a particular period of time cannot be held to be mandatory in nature especially when the entire payment for the flat has been made by an allottee to the D.D.A. The same point as has been raised in the instant petition by the appellant was the subject-matter of decision of the Division Bench of this Court in *Asha N. Madnani v. D.D.A.* 1997 I AD (Del) 385. The Division Bench while considering the said question held as follows :-

'In case of a mere default in filing of the documents (having no material bearing or eligibility or qualification for allotment) and proof of payments within the prescribed period the considerations are different. Even the respondent-DDA is aware of the payment having been made. It is merely a question of convenience that allottee is required to furnish proof of payment so that collective information as to payments is available at one place and the D.D.A. is not required to scan its records time and again in respect of each allottee. Having made the payments - all and in time - it is primarily the allottee who suffers by his failure to furnish the documents and proof of payments. Execution of lease and delivery of possession to the allottee would be delayed in spite of his having parted with money and the flat lying ready for delivery of possession. Situation may be different if third party interest or any other similar factor has intervened which would render it inequitable or impossible to accommodate the allottee on his original allotment.'

3. Thus, the plea of the learned counsel for the appellant does not hold water and is accordingly rejected. Before parting with the judgment we would like to record our appreciation for the ability with which the learned counsel for the appellant

argued the matter.

4. The appeal is dismissed.

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