



2026:DHC:1779



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IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 6th December, 2025

Pronounced on: 27th February, 2026

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W.P.(C) 7780/2013

ANJALI KHURANA

.....Petitioner

Through: Mr. Rajesh Banati, Mr. Ashish Sareen
and Mr. Adil Asghar, Advocates.

versus

GOVT. OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Bankim Garg, Advocate for
DSIIDC.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

JUDGMENT

AMIT SHARMA, J.

1. The present petition under Article 226 of the Constitution of India, 1950, seeks the following prayers: -

“(a) Issue a Writ, order or direction in the nature of the mandamus and/or certiorari and/or any other Writ, order or direction to the Respondent to allot an industrial plot measuring 50 square mts. in an industrial area, Delhi.

(b) Grant any other and further relief which this Hon'ble court may deem fit and proper.”



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2. By way of the present petition, the petitioner is seeking direction to the respondents to allot an industrial plot measuring 50 sq. mts. in an industrial area in Delhi. It is pertinent to note that the present petition has been filed by the petitioner as sole proprietor of 'Sunny Packers' situated at C/o B-3/48, Third Floor, Paschim Vihar, New Delhi-110063.

3. At the very outset, it is pertinent to note that, initially, the present petition was filed against respondent No.1/Commissioner of Industries GNCTD, and during the pendency of the present petition *vide* order dated 11.11.2014, it was deemed appropriate by learned Predecessor Bench that DSIIDC (Delhi State Industrial and Infrastructure Development Corporation Limited) is a necessary party, and accordingly, the same was impleaded as respondent No. 2 in the present petition.

4. It is the case of the petitioner that, in response to respondent's advertisement, the petitioner submitted an application No. 56052 on 27.12.1996 for allotment of industrial plot in functional industrial estates- Narela, Jhilmil, Badli, Okhla, Patparganj, and in North Delhi, for relocation of industrial unit from residential/non-conforming area. Along with the said application, earnest money of Rs.25,000/- was also deposited. Out of the said deposit, Rs.6,000/- was paid by the petitioner from her own funds and Rs.18,750/- was paid by Jain Cooperative Bank on behalf of the petitioner by advancing loan. It is stated that *vide* letter dated 26.05.1999, the respondent informed the petitioner that her unit has been included in the list of units found eligible for allotment of flatted factory measuring 50 sq. mts. under



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'Relocation Scheme' in Jhilmil Industrial Area for draw of lots for allotment of specific flat. Thereafter, draw of lots were held on 08.06.1999 and petitioner was allotted 50 sq. mts. flatted factory situated at B-2/16 Jhilmil Industrial Area at first floor. It is further the case of the petitioner that after receipt of letter dated 26.05.1999 from respondent No.1, the petitioner informed the respondent that heavy machinery is to be installed in the said unit, and it would not be easy to move to the first floor, and therefore, request was made to the respondent to allot industrial plot at the ground floor. It is further the case of the petitioner, neither the said request was accepted nor physical possession of the allotted plot was given to her, nor the earnest money deposited was refunded. The petitioner approached the respondent many times for allotment of plot but the respondent did not do the needful.

5. Thereafter, *vide* letter dated 27.03.2008 Jain Cooperative Bank Limited asked the petitioner to deposit the amount with interest by 31.03.2008 advanced as loan to her, failing which the bank would inform the DSIIDC for refund of amount lying with them, and cancel the allotment of plot. It is stated that in pursuance of said communication by bank, the petitioner deposited Rs.1,12,000/- with the bank, and requested to inform the balance amount so that entire amount can be deposited for taking possession of the allotted plot. *Vide* letter dated 15.05.2009, petitioner again requested the respondent to consider her case on priority basis for allotment of plot.

6. Subsequently, the respondent took out an advertisement in Hindi newspaper and asked the allottees to make fresh request for allotment, and *vide* letter dated 15.05.2009, the petitioner once again requested the



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respondent to allot the plot; however, the respondent failed to do the needful. It is further stated that the respondent's website under the heading "Status of applicants under the Relocation Scheme", has been showing that an amount of Rs.27,042/- is lying as credit and the petitioner was eligible for allotment as on 20.08.2013. Thereafter, the petitioner sent a legal notice on 22.08.2013 to the respondent calling upon the latter to allot the industrial plot to the petitioner and in response to the said legal notice various pleas were taken by the respondent which were false and frivolous. Therefore, the present petition has been filed by the petitioner being aggrieved by the illegal action/omission on the part of the respondent in the non-allotment of the industrial plot to the petitioner.

7. Learned counsel for the petitioner has submitted that the respondent has taken various contradictory stands with respect to allotment of plot to the petitioner. It is submitted that, as per respondents, the allotment of plot to the petitioner stood cancelled in 2001; however, its website even as on 20.08.2013 was showing that the petitioner was eligible for allotment and an amount of Rs.27,042/- is lying credited with them. It is further submitted that the petitioner had deposited the amount, as called by Jain Cooperative Bank on 31.08.2008, by acting in consonance with letter dated 27.03.2008, and therefore, the question of cancellation of allotment in 2001 does not arise at all. It is the case of the petitioner that respondent has prejudiced her right for allotment of plot and incorrect and false stand has been taken that the allotment was cancelled and earnest money was refunded in 2001 itself. It is further the case of the petitioner that neither allotment has been cancelled nor any cancellation letter till date has been received nor any earnest money has



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been received by her. It is further the case of the petitioner that she is entitled for allotment of industrial plot as her factory in Khyala, Delhi, was closed in pursuance of directions of the Hon'ble Supreme Court of India *vide* order dated 24.01.2001 passed by Hon'ble Supreme Court in **M.C. Mehta v. Union of India**¹. Further, while acting in furtherance of the advertisement floated by the respondent in 2009, whereby the allottees were asked to make fresh request for allotment of plot under 'Relocation Scheme', the petitioner had applied afresh for allotment and the said request was not acceded to by the respondents.

8. *Per contra*, learned counsel for the respondent No.1 has referred and relied upon a letter dated 11.01.2000 sent to the petitioner, whereby latter was called upon to pay an amount of Rs.5,17,812.50/- within a period of three weeks. It is submitted that since the said payment was not made, the allotment made in favour of the petitioner was cancelled.

9. Learned counsel for the respondent No.2 has submitted that a public notice was published in Hindustan Times, Times of India, Punjab Kesari on 26.01.2001, and in Navbharat Times on 27.01.2001, whereby attention of all allottees of plots/flatted factories under the Relocation Scheme to the fact that as per the hearing held on 24.01.2001 before Hon'ble Supreme Court of India, the prayer of Delhi Government for extension of time for receipt of 100% payment in case of allottees of Narela, Badli, Jhilmil and Parparganj Industrial Areas as well as 50% payment in case of Bhawana upto 31.03.2001 was accepted. It was further notified to all concerned that those who do not

¹ W.P. (Civil) No. 4677/1985



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make the payment by said date will face cancellation of their allotment and no further correspondence in this regard will be entertained and cancellation letters issued earlier in this regard may be ignored.

10. Learned counsel for respondent No.2 has submitted that the present petition is barred by laches and delay as the same has been filed after expiry of about 13 years. At this stage, it is pertinent to note that during the proceedings in the present petition on 14.02.2025, learned counsel for respondent no. 2 had drawn attention of the Court to affidavit dated 01.05.2024 and submitted that respondent no. 2 has been unable to locate the file and has placed on record a scanned copy of the file. It was noted by learned Predecessor Bench that since the document relied upon by respondents was sent by a registered post, respondent no. 2 was directed to file an affidavit alongwith the extract of dispatch register showing such dispatch.

11. Learned counsel for the petitioner has submitted that the latter had sent a letter to DSIIDC in year 2009 and the petitioner has not received any cancellation letter from DSIIDC. It is further submitted that there is no delay and laches on the part of the petitioner as the cause of action accrued in her favour was continuous and as respondent no. 2 her never communicated the alleged cancellation of allotment, they cannot argue the issue of delay and laches. Reliance has been placed on a judgment of Hon'ble Supreme Court in



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Dharnidhar Mishra (D) And Another v. State of Bihar And Other², in support of this contention.

12. It is further submitted by learned counsel for the petitioner that an advertisement was issued in 2009 once again inviting applications, and petitioner had applied pursuant to said application. It is further submitted that petitioner's application was not considered on the ground that she had already been allotted a plot, and therefore, the respondents have taken two inconsistent and contradictory stands.

13. During the course of proceedings on 12.07.2019, 14.11.2022, 14.03.2024, and 14.02.2025, learned counsel for the respondents had sought time to produce original files, including the proof that the letters relied upon by them were sent to the petitioner.

14. In pursuance of directions passed *vide* orders dated 14.02.2025 and 01.08.2025, an affidavit dated 11.08.2025 was filed on behalf of respondent No.2 by Bharat Bhushan, Divisional Manager (Relocation DSIIDC), wherein it was stated by him that, in pursuance of direction with respect to filing of affidavit alongwith extract of dispatch register showing dispatch of letter relied upon by said respondent, respondent No.2 is unable to trace the dispatch register of the relevant period. It is pertinent to note that, however, in the said affidavit it has been stated that as the petitioner failed to pay the cost of the flat in terms of order dated 24.01.2001 passed by Hon'ble Supreme

² (2024) 10 SCC 605



Court in **M.C. Mehta (supra)**³, it was directed that all the allottees under Relocation Scheme shall make the complete payment of the allotted flatted factories by 31.03.2001. It is further submitted that mere writing of request/representation does not extend the limitation and the petitioner had not taken any steps with respect to her rights in time and therefore, she is not entitled to any relief from this Court in the present petition.

15. Heard learned counsel for the parties and perused the records.

16. For the adjudication of the present petition, following dates and events are relevant: -

| Date | Event |
|-------------------|---|
| 27.12.1996 | Application submitted by the petitioner in response to advertisement floated by respondent No.2 for allotment of industrial plot in functional industrial Estates, Narela, Jhilmil, Badli, Okhla, Patparganj and in North Delhi, for relocation of industrial unit from residential/non-conforming area. Along with the application, earnest money of Rs.25,000/- was also deposited as per requirement |
| 26.05.1999 | Petitioner was informed by respondent No.2 by a letter that her unit is included in the list of units which were eligible for allotment of a flatted factory measuring 50 sq. mts. under “Relocation Scheme” in |

³ **W.P. (Civil) No. 4677/1985**



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| | |
|-------------------|---|
| | Jhilmil Industrial Area for draw of lots for allotment of specific flat |
| 08.06.1999 | Draw of lots were held and petitioner was allotted 50 sq. mts. flatted factory bearing No. B-2/16, Jhilmil Industrial Area, at first floor |
| | It is the case of the petitioner that after receipt of the aforesaid letter, she informed the respondent that since heavy machinery is to be installed, and same would be easy to move to the first floor, she may be allotted industrial plot at ground floor. (It is noted that no document has been placed on record by the petitioner in this regard) |
| 27.03.2008 | Jain Cooperative Bank Limited asked the petitioner to deposit the loan balance due amount plus interest as on 27.03.2008 by 31.03.2008 with respect to the allotment of plots/flats under the scheme of Relocation of Industrial units failing which the bank would inform DSIIDC/respondent No.2 for refund of amount lying with them as well as cancellation of allotted plot |
| 31.08.2008 | Petitioner deposited Rs.1,12,000/- with Jain Cooperative Bank Limited and <i>vide</i> the same letter, she requested to inform the balance amount so that entire amount can be deposited for taking possession of the allotment plot |
| 20.08.2013 | Respondent No.2's website under the heading "Status of Applicants |



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under the Relocation Scheme” was showing that an amount of Rs.27,042/- is lying as credit and the petitioner was eligible for allotment as on said date. A copy of the computer statement dated 20.08.2012 from the website of respondent is reproduced as under:

http://www.dsiidc.org/php_module/newappno.php?type=A&no=56052&na=ALL&page=0

ANNEXURE P-5

Enter Application No :



| | |
|-------------------------------------|-----------------|
| Application No. | 56052 |
| Name of the Unit | SUNNY PACKERS |
| Area of plot allotted for | 50 |
| Items of Manufacturing | HOT STAMPING |
| Eligible/Rejected | ELIGIBLE |
| If rejected, date of refund of EMD | // (mm/dd/yyyy) |
| Location & No. of Allotted Plot | /// |
| Area of Allotted plot in Sq.m. | 0 |
| If opted for refund, date of Refund | // (mm/dd/yyyy) |
| Possession approval date | // (mm/dd/yyyy) |
| Credit balance in Account of Unit | ₹ 27042/- |
| Lease Execution Date | // (mm/dd/yyyy) |
| Status of Pending Request, if any | |

Disclaimer :-

"All out efforts have been made to provide the aforesaid information as per available records. However the discrepancy, if any, may be brought to the notice of the office of Relocation Division in writing."

22.08.2013

Legal notice was sent by the petitioner through her counsel to respondent No.2 calling upon the latter to allot the industrial plot to the petitioner. The said legal notice reads thus: -



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RAJESH BANATI
B.Sc., LL.B.
ADVOCATE HIGH COURT

REGISTERED A.D.

Off. Cum Residence :
10/325, Sunder Vihar,
Outer Ring Road,
New Delhi-110087
Tel/Fax : 25266209
Moblie : 9810294894

Office of Commissioner of Industries
D.S.I.I.D.C.,
419, Udyog Sadan,
Patpar Ganj,
Delhi - 110 092.

DATE: 22.08.2013.

Re.: LEGAL NOTICE FOR ALLOTMENT OF INDUSTRIAL
PLOT IN JHILMIL INDUSTRIAL AREA, DELHI.

Sir,

I am instructed by my client Smt. Anjali Khurana, Proprietor Sunny Packers, B-3/48, IIIrd Floor, Paschim Vihar, New Delhi - 110 063, to serve upon you this Legal Notice for the following cause of action:

1. That in response to your advertisement, my client submitted Application No.56052 dated 27.12.1996 for allotment of Industrial Plot in functional Industrial Estates - Narela, Jhilmil, Badli, Okhla, Patparganj and in North Delhi near proposed Express Highway for relocation of Industrial Unit from residential /non-conforming area.
2. That alongwith Application, earnest money of Rs.25,000/- was to be deposited.
3. Accordingly, my client deposited entire payment of Rs.25,000/- (Rs.6,250/- from her own fund and Rs.18,750/- was deposited by Jain Co-operative Bank Limited, 80, Daryaganj, New Delhi - 110 002, on behalf of my client by advancing loan.)
4. That vide letter dated 26.05.1999, you informed my client that her Unit is included in the list of eligible for allotment of a flatted factory measuring 50 sq.mts., under the relocation scheme in Jhilmil Industrial Area, for draw of lots for allotment of specific flat.
5. That accordingly in draw of lot, held on 08.06.1999, my client was allotted 50 sq mts. flatted factory bearing No.B-2/16, Jhilmil Industrial Area at First Floor.



| | |
|------------|--|
| | <p>6. That after the receipt of aforesaid letter, my client informed you that since heavy machinery is to be installed, which would not be easy to move at first floor, my client requested you to allot the industrial plot at the ground floor.</p> <p>7. That since the request of my client was not accepted by you, no plot was allotted to my client. However, the earnest money has also not been refunded.</p> <p>8. That, thereafter, my client approached you many a times for allotment of plot but you failed to do the needful.</p> <p>9. That, thereafter, vide letter dated 27.03.2008, Jain Co-op Bank Limited asked my client to deposit the amount with interest by 31.03.2008, failing which the Bank would inform the DSIIDC for refund of the amount lying with them and cancel the allotted plot.</p> <p>10. That accordingly, my client on 31.03.2008 deposited Rs.1,12,000/- (Rs.50,000/- in cash and Rs.62,000/- by way of cheque) with the said Bank. Vide Letter dated 31.03.2008, my client also requested to inform the balance amount so that entire amount can be deposited for taking possession.</p> <p>11. That vide Letter dated 15.05.2009, my client once again requested you to kindly consider the case on priority basis for allotment of flat.</p> <p>12. However, thereafter you took out an advertisement in the Hindi newspaper whereby you asked the allottees to make fresh request for allotment. Accordingly vide Letter dated 15.10.2009, my client once again request you to allot the plot. However, you failed to do the needful.</p> <p>13. It is pertinent to mention here that in your website of "Status of Applicants under Relocation Scheme" you have shown that Rs.27,042/- is lying as credit balance and my client is eligible for allotment as on 20.08.2013.</p> <p>14. I, therefore, hereby call upon you to allot the industrial flat to my client immediately.</p> <p>15. Take notice that if the needful is not done within a maximum period of fifteen days from the date of receipt of this Legal Notice, my client shall be constrained to take recourse to the court of Law for necessary legal action against you. In such an eventuality you shall be held responsible for all the costs and consequences thereon. This is, however, without prejudice to all other rights and remedies available to my client.</p> <p>16. Kindly acknowledge receipt. Copy kept.</p> <p><i>Anjali</i></p> <p><i>R Banati</i> (RAJESH BANATI) ADVOCATE</p> |
| 25.09.2013 | In response to aforesaid legal notice sent by the petitioner, respondent No.2/DSIIDC sent its reply and the same is reproduced as under: - “DELHI STATE INDUSTRIAL AND |



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**INFRASTRUCTURE DEVEF. CORP. LTD.
419. F.I.E. 3RD FLOOR, PATPARGANJ, UDYOG
SADAN, DELHI-110092. (RELOCATION DIVISION)**

DSIIDC/RL/56052/104

To

Dated 25.09.2013

Sh. Rajesh Banati (Advocate),
10/325, Sunder Vihar, Outer Ring Road,
New Delhi-110087.

Sub.: Reply to legal notice.

Sir,

Please refer to your legal notice dated 22.08.13 on the subject cited above. In this connection, we would like to inform you as under:

1. M/s. Sunny Packers had applied in the year 1996 for allotment of a flatted factory of 50 sq.mtrs. for shifting of its industrial unit from non- conforming area under the Scheme of Relocation of Industries.
2. The firm was declared eligible for 54.75 sq.mtrs. flatted factory at Jhilmil complex industrial area of DSIIDC.
3. The firm was then allotted a specific flatted factory (bearing no. B- 2/16, Jhilmil industrial area) in the draw held on 08.06.1999 & demand was raised for making payment of cost of flatted factory allotted to the unit.
4. **All such allotments of flatted factory were supposed to make the complete payment of the allotted flatted factories by 31.03.2001, Since, M/s. Sunny Packers did not make any payment against the demand raised by DSIIDC, except the EMD deposited at the time of filling of application, the allotment in this case was cancelled. Similar treatment was given in all such cases of defaulter.**
5. The cancelled flatted factory now stands re-allotted to some other applicant under the said scheme.
6. Since, the said firm had taken loan from Jain Co-operative Bank Ltd., the earnest money deposited initially by



the party, was refunded to the bank.

7. Thereafter, the Jain Co-operative Bank Ltd. informed that the loan has been cleared by the said party & as such, the cheque was returned to us.

8. Thereafter, some requests were received from the party to shift the allotment of the allotted flatted factory from 1st floor to ground floor. Since the allotment stands cancelled, there was no issue of shifting the flatted factory. Even otherwise, we do not have any policy to shift the floor of any flatted factory so as to avoid any favoritism to any applicant.

9. Thereafter, M/s. Sunny Packers had filed a suit before the Civil Judge, Tis Hazari. The said suit stands dismissed as withdrawn vide order of Hon'ble Civil Judge, Delhi, West dated 08.10.11.

In view of above, please treat this as reply to the legal notice and advise the party for taking refund of the EMD amount.

Yours faithfully
(sd/-)
(K.Alex)
Marager (RL)/Refund"

(emphasis supplied)

17. At the time of filing of the present petition, as per the petitioner, the status of allotment in the official website of the respondent No.2 was showing that she was eligible for allotment and an amount of Rs.27,042/- was lying as credit with it. In response to the aforesaid stand taken by the petitioner in the present petition, the respondent No.2/DSI IDC in their counter affidavit dated 11.07.2016 in response to the aforesaid status of the application of the petitioner under the Relocation Scheme on their website had stated as under: -



“14. In reply to the contents of para-13, it is submitted that the respondent has already issued letter dated 26.03.2007 wherein the answering respondent has requested the petitioner to submit the bank certificate for refund of the earnest money, however the petitioner has taken no steps to facilitate the same. The petitioner has not surrendered the original documents issued by the answering respondent to claim the refund of earnest money deposit, however the eligibility and allotment in favour of the petitioner stands cancelled.”

18. During the course of hearing in the present petition, a specific stand was taken by the petitioner that the letter of cancellation dated 11.10.2006 was never received by her, and therefore, the alleged cancellation letter was never issued. In order to verify the same, respondent No.2 was directed to file an affidavit along with the extract of dispatch register showing such dispatch as also typed copies of hand written documents. At this stage, it is apposite to refer to the order dated 14.02.2025 passed by learned Predecessor Bench of this Court which reads as under: -

“1. Learned Counsel for the Petitioner seeks to rely upon the orders dated 12.07.2019 and 14.03.2024 passed by the Coordinate Benches of this Court to submit that substantial compliance of these orders has not been done by Respondent No.2.

1.1 Learned Counsel for the Petitioner seeks to rely upon allocation/allotment letter dated 11.01.2000 wherein the Petitioner was directed to pay an amount of Rs.5,17,812.50/- within a period of three weeks from the date of the letter to submit that there is no proof of dispatch of this communication on the basis of which the cancellation has been directed by Respondent No.2 which is the subject matter of challenge in the present Petition.

2. Learned Counsel for Respondent No.2 draws attention of the Court to the affidavit dated 01.05.2024 to submit that Respondent No.2 has been unable to locate the file and has put a scanned copy of the file on record.



3. Since, the document sought to be challenge states therein that it was sent by a registered post, Respondent No.2 is directed to file an affidavit along with the extract of dispatch register showing such dispatch. In addition, Respondent No.2 is directed to file typed copies of the hand written documents annexed along with the affidavit. Let the needful be done within a period of four weeks.

3.1 In the event, the affidavit is not filed in the stipulated time, the concerned officer shall remain physically present before the Court on the next date of hearing to assist the Court.

4. List on 01.04.2025.”

19. In pursuance of aforesaid order, including orders dated 12.07.2019, 14.11.2022, and 14.02.2025 passed the learned Predecessor Bench, and order dated 01.08.2025 of this Court, respondent No.2/DSIISC has placed on record following affidavit dated 11.08.2025 by the Divisional Manager (Relocation), DSIIDC, wherein, it has been stated as under: -

“1. I state that I am working as Divisional Manager (Relocation) with the Respondent No. 2 Corporation and competent to swear the present affidavit.

2. I state that Respondent No. 2 on 01.05.2024 had filed an affidavit stating that the Respondent No. 2 has been unable to locate the original file. The Respondent No. 2 along with the said affidavit had filed on record the scanned copy of some documents available.

3. This Hon'ble Court had vide order dated 14.02.2025 has directed that *since, the document sought to be challenge states therein that it was sent by a registered post, Respondent No.2 is directed to file an affidavit along with the extract of dispatch register showing such dispatch.*

4. I state that after all best efforts, the Respondent No. 2 is unable to trace the dispatch register of the relevant period.



5. However, I state that the Petitioner has failed to pay the cost of the flat in terms of the Order dated 24.01.2001 passed by the Hon'ble Supreme Court of India in the matter of *M. C Mehta V Union of India* wherein it was directed that all the allottees under the relocation scheme shall make the complete payment of the allotted flatted factories by 31.03.2001. Copy of order dated 24.01.2001 is annexed as **Attachment-A**.

6. I further state that the Respondent No. 2 thereafter even issued Public Notice in Hindustan Times on 26.01.2001, The Times of India on 26.01.2001 and Punjab Kesri on 26.01.2001. Copy of the Public Notice issued in the newspaper is annexed as **Attachment-B**.

7. That vide the abovementioned public notice, it was informed to all concerned as under:

"ATTENTION

*ALLOTTEES OF PLOTS/FLATTED FACTORIES UNDER THE
RELOCATION SCHEME*

In the Supreme Court hearing held on January 24th, 2001 the Hon'ble Supreme Court has accepted the prayer of Delhi Government for extension of time for receipt of 100% payment in the case of allottees of Narela, Badli, Jhilmil and Patparganj Industrial Areas as well as 50% payment in the case of Bawana upto 31st March, 2001. All concerned may note that those who do not make the payment by the above date will face cancellation of their allotment and no further Cancellation correspondence in this regard will be entertained letters issued earlier in this regard may be ignored."

8. It is further submitted that the present writ petition is barred by delay and laches as the allotment was cancelled way back on 11.10.2006 even the suit filed by the petitioner was withdrawn in the year 2011. It is well settled that mere writing of the requests / representations does not extend the limitation. The petitioner has not taken any steps to enforce its right in time and, therefore, is not entitled to any relief from this Hon'ble Court.

9. It is therefore, most respectfully prayed that the present writ petition be dismissed"



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20. In the affidavit dated 11.08.2025 filed on behalf of respondent No.2/DSIISC, it is also stated that in pursuance of the order dated 24.01.2001 passed by the Hon'ble Supreme Court in **MC Mehta (supra)**, the following public notice was published in Hindustan Times and The Times of India on 26.01.2001 and Punjab Kesari on 26.01.2001: -

**DELHI STATE INDUSTRIAL
DEVELOPMENT CORPORATION LTD.**

A3/4 State Emporia Building Baba Kharak Singh Marg
Cannaught Place, New Delhi - 110 001. Ph. 23369004, 23361759,
23368024
(RELOCATION SCHEME)

ATTENTION

**ALLOTTEES OF PLOTS/
FLAT/FACTORIES UNDER THE
RELOCATION SCHEME**

In the Supreme Court hearing held on January 24th, 2001 the Hon'ble Supreme Court has accepted the prayer of Delhi Government for extension of time for receipt of 100% payment in the case of allottees of Narela, Badli, Jhilmil and Patparganj Industrial Areas as well as 50% payment in the case of Bawana upto 31st March, 2001.

All concerned may note that those who do not make the payment by the above date will face cancellation of their allotment and no further correspondence in this regard will be entertained. Cancellation letters issued earlier in this regard may be ignored.

BHAGWAN DASS
Chief Manager (RL)



21. In these circumstances, even if, the cancellation letter dated 11.10.2006 as claimed by the petitioner was not received, there is clear publication in pursuance of the order dated 24.01.2001 passed by the Hon'ble Supreme Court in **M.C. Mehta (supra)**. Since the payment was not made by the petitioner by 31.03.2001, the allotment was cancelled. This stand has been clearly taken by the DSIIDC in its reply dated 25.09.2013 to the legal notice of the petitioner in paragraph 4.

22. The aforesaid publication would apply across the board to all the allottees who could not make the payment in time. Admittedly, the payment made to the Bank by the petitioner was in 2008 much after the deadline given by the Hon'ble Supreme Court in **M.C. Mehta (supra)** which was also published by way of aforesaid public notice in various newspapers wherein, it was also recorded as under: -

“All concerned may note that those who do not make the payment by the above date will face cancellation of their allotment and no further correspondence in this regard will be entertained. Cancellation letters issued earlier in this regard may be ignored.”

23. It is also pertinent to note that that the petitioner had not placed on record any document or communication with respect to her request for shifting of the allotment of her flatted factory to ground floor. Admittedly, the allotment was made in the year 1999 and the next communication placed on record by the petitioner is of the year 2008 to Jain Cooperative Bank Limited showing her willingness to deposit the entire amount for loan taken by her from the said bank for obtaining industrial flat/shed at Jhilmil. However, by



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that time the allotment already stood cancelled in view of the order dated 24.01.2001 passed by Hon'ble Supreme Court in **M.C. Mehta** (*supra*).

24. In these circumstances, relief as prayed for in the present petition cannot be granted. However, the respondent No.2/DSI IDC shall refund the earnest money deposit within a period of six weeks in accordance with law.

25. In view of the aforesaid discussion and facts and circumstances of the present case, the present petition is dismissed and disposed of.

26. Pending applications, if any, also stand disposed of accordingly.

27. Copy of the judgment be sent to respondent No.2/DSI IDC for necessary information and compliance.

28. Judgment be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA
(JUDGE)

FEBRUARY 27, 2026/bsr/ns