



2026:DHC:5104



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Judgment Reserved on: 23.04.2026*  
*Judgment Delivered on: 15.06.2026*

+ W.P.(C) 13302/2005 & CM APPL. 3215/2021

**KRISHAN CHANDER** .....Petitioner

versus

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

**Advocates who appeared in this case**

For the Petitioner : Mr. Roopak Bansal, Advocate.

For the Respondent : Mr. M. K. Singh, Advocate.

**CORAM:**  
**HON'BLE MR. JUSTICE TEJAS KARIA**

**JUDGMENT**

**TEJAS KARIA, J**

1. The present Petition has been filed under Article 226 of the Constitution of India, 1950 seeking, *inter alia*, following prayers:

*“(a) issue a writ declaration, declaring the act of the respondent authority in canceling the allotment of plot bearing No.48, Pocket B-4, Sector-17, measuring 60 Sq.Mtrs. in Rohini Phase II Residential Scheme as being totally illegal, arbitrary and unjustified; and*

*(b) issue a writ of certiorari thereby quashing the decision dated 13/05/2005 as communicated vide letter dated 26/07/2005; and*

*(c) issue a writ of mandamus thereby directing the respondent authority to hand over the possession of plot bearing No.48, Pocket B-4, Sector-17, measuring 60 Sq.Mtrs. in Rohini Phase II Residential Scheme to the petitioner;”*



2. The Petitioner has challenged the decision dated 13.05.2025 communicated *vide* letter dated 26.07.2025, whereby the Respondent has cancelled the allotment of the plot admeasuring 60 sq. mtrs. bearing No. 48, Pocket B-4, Sector -17 in Rohini Phase-II Residential Scheme, Delhi (“Plot”) and has sought direction to the Respondent to handover the possession of the Plot to the Petitioner.

### **FACTUAL MATRIX**

3. In 1981, the Petitioner was registered with the Respondent under the Rohini Residential Scheme. After 22 years, on 01.09.2003, the Petitioner was allotted the Plot *vide* Allotment-cum-Demand Letter dated 01.09.2003 to 05.09.2003 (“Allotment Letter”).

4. The Allotment Letter stated that in the computerised draw held on 11.06.2003, the Petitioner was allotted the Plot on perpetual lease hold basis subject to fulfilment of terms and conditions of eligibility as contained in the Brochure of registration. The Petitioner was required to pay the premium as per the schedule provided in the Allotment Letter. Accordingly, the Petitioner was required to pay a total amount of ₹7,18,872/- as under:

1.	(a)	Premium of the Plot @ Rs. 10892 (Provisional) for 60 sq. mtrs.	₹6,53,520/-
	(b)	Corner charges 10% of (a) above	₹65,352/-
	(c)	Location Charges if plot is located on a road of 24 meter wide or more 10% of (a) above	₹0/-
		<b>Grand Total</b>	<b>₹7,18,872/-</b>
2.	(i)	35% of the premium of the Plot	₹2,51,605/-
		<u>Deduction</u>	
		I. Registration Amount	- ₹5,000.00
			₹12,783.44
			+
		II. Interest on Registration Amount	- ₹7,783.44



2026:DHC:5104



	Net amount to be deposited within 60 days from the date of issue of the Allotment Letter, i.e. latest by 04.11.2003	₹2,38,822/-
(ii)	50% of the premium to be deposited by 03.01.2004	₹3,59,436/-
(iii)	15% of the premium to be deposited by 02.02.2004	₹1,07,831/-
3.	Cost of operation of lease deed to be deposited with last instalment	₹100/-

5. On 04.11.2003, the Petitioner deposited a sum of ₹2,38,822/-, being 35% of the premium amount with the Respondent and also submitted the relevant documents.

6. It is the Petitioner's case that, since he was residing in Canada, he had authorised his brother, Sh. Parshotam Lal, to liaise with the Respondent on his behalf. Accordingly, the Petitioner had remitted the requisite amount to his brother for deposit with the Respondent. However, owing to the serious illness of his wife, who subsequently passed away, the said amount was utilised towards her medical treatment.

7. The Petitioner claims that he had remitted the funds once again, pursuant to which the balance amount of ₹3,60,000/- was deposited on 11.04.2005.

8. *Vide* letter dated 26.07.2005, the Respondent informed the Petitioner that the allotment of the Plot had been cancelled by the competent authority on account of non-payment of the premium within the stipulated time. It was further stated therein that the said decision had earlier been communicated to the Petitioner *vide* letter dated 13.05.2005, whereby the Petitioner had been requested to submit the requisite documents to facilitate refund; however,



the said communication was received back undelivered. Accordingly, the Respondent once again called upon the Petitioner to submit the necessary documents for refund of the deposited amount in accordance with the applicable rules.

9. On 01.08.2005, Sh. Parshotam Lal submitted a representation to the Respondent on behalf of the Petitioner seeking regularisation of the delay in respect of the Plot. It was stated in the said representation that due to certain unavoidable family circumstances, including a bereavement in the family, there had been a delay in payment of the second and third instalments of the premium for the Plot. It was further stated that the Petitioner was willing to pay such interest and other charges, if any, as may be required by the Respondent for regularisation of the delay.

10. However, as no response was received from the Respondent, the Petitioner instituted the present Writ Petition.

### **PROCEDURAL HISTORY**

11. *Vide* order dated 22.08.2005, notice was issued to the Respondent returnable on 14.12.2005.

12. On 13.09.2005, the Petitioner filed CM APPL. 11577/2005 seeking stay of allotment of the Plot to a third-party by way of draw of lots, which was scheduled on 21.09.2005. *Vide* order dated 19.09.2005, this Court directed that the Plot would be withdrawn from the proposed draw of lots to be held on 21.09.2005.

13. On 14.12.2005, in view of the photographs filed by the Petitioner along with the Petition, which indicated that the Pocket in Sector-17, where the Plot had been allotted to the Petitioner, lacked basic civic amenities such



as electricity, sewerage, water supply and roads, this Court directed the Vice-Chairman of the Respondent to remain present before the Court and place on record the development works carried out by the Respondent, along with particulars of the expenditure incurred on laying roads, sewer lines, water lines and storm water drains in Pocket B-4, Sector-17, Rohini.

14. Accordingly, on 02.01.2006, the Vice-Chairman of the Respondent appeared before this Court, whereupon it was directed that the Respondent shall file an additional affidavit in the context of the aforesaid photographs explaining the development works stated to have been carried out.

15. *Vide* order dated 20.02.2006, this Court directed the Engineer-in-Chief of the Central Public Works Department to constitute a team of three senior engineers to visit Pockets B-4 and B-5, Sector-17, Rohini, and ascertain the position and status of the waterlines, roads, storm water drains and sewer lines.

16. As the report directed to be placed on record pursuant to the order dated 20.02.2006 had not been made available, this Court, *vide* order dated 14.07.2006, granted a further period of four weeks to the Engineer-in-Chief and directed that the matter be listed on 06.10.2006.

17. Thereafter, the report was filed on 21.07.2006, whereupon the learned counsel for the Respondent sought time to examine the same. Accordingly, the matter was directed to be listed on 17.01.2007. As the matter could not be taken up on 17.01.2007, it was adjourned to 09.05.2007. On the said date, the Petitioner relied upon a judgment rendered in W.P.(C) 11148/2005, wherein, in similar circumstances involving a delay of 408 days in payment, the delay had been condoned subject to payment of interest at the rate of 15% for the period of delay. The learned counsel for the Respondent,



accordingly, sought time to obtain instructions as to whether a similar course could be adopted in the present Writ Petition.

18. Thereafter, the present Writ Petition was adjourned on several occasions. On 24.09.2007, the learned counsel for the Respondent sought time to file an additional affidavit. On 24.01.2008, further time for the said purpose was sought and granted. Thereafter, on 10.12.2008, it was recorded that the additional affidavit had not been filed by the Respondent and that, if the same was not filed within four weeks, it could be filed within a maximum period of eight weeks subject to payment of costs of ₹3,000/-.

19. On 27.03.2009, the additional affidavit was filed beyond the time granted *vide* order dated 10.12.2008. Accordingly, the learned counsel for the Respondent stated that the costs would be paid to the Petitioner, and the learned counsel for the Petitioner sought time to respond to the additional affidavit. On 01.09.2009, the learned counsel for the Petitioner submitted that no response to the additional affidavit filed by the Respondent was required and sought an adjournment. Thereafter, the matter was adjourned on several occasions for various reasons.

20. *Vide* judgment dated 26.08.2011, upon hearing the parties, the Writ Petition was dismissed and the interim order stood vacated. The Respondent was further directed to refund the amounts deposited by the Petitioner in accordance with the applicable policy.

21. Aggrieved by the judgment dated 26.08.2011, the Petitioner preferred Letters Patent Appeal being LPA 904/2011. *Vide* judgment dated 03.11.2011, the said Appeal was allowed, the judgment dated 26.08.2011 was set aside, and the Writ Petition was restored for fresh adjudication on merits.



22. Accordingly, the present Writ Petition stood restored and was listed on 09.01.2012. As none appeared on behalf of the Respondent on the said date, the matter was adjourned while granting a last opportunity of four weeks to file an additional affidavit. The said order dated 09.01.2012 also clarified that, since the present Writ Petition had been restored, the interim order dated 20.02.2006 directing the Respondent not to allot the Plot to any third party also stood revived.

23. On 14.05.2012, the learned counsel for the Respondent sought further time to file the additional affidavit. On 12.07.2012, the present Writ Petition was admitted and directed to be listed in due course in the category of 'Regulars' in its own turn. When the matter was taken up on 30.05.2017, none appeared on behalf of the Petitioner; accordingly, the learned counsel for the Respondent stated that he would inform the learned counsel for the Petitioner of the next date of hearing. In view thereof, the matter was directed to be listed in the category of 'Regulars' in the week commencing 03.07.2017.

24. Thereafter, the matter was next taken up on 25.02.2019 and, since none appeared on behalf of the Petitioner, the Writ Petition was dismissed in default for non-prosecution. The Petitioner, thereafter, filed CM APPL. 10970/2019 seeking restoration of the Writ Petition. As the learned counsel for the Respondent had no objection to the restoration subject to terms, the Writ Petition was restored to its original number *vide* order dated 01.04.2019, subject to payment of costs of ₹10,000/- by the Petitioner.

25. The Petitioner also filed CM APPL. 3215/2021 seeking a direction to the Respondent to maintain *status quo*. The said application was listed on 29.01.2021, on which date the learned counsel for the Petitioner sought an



adjournment. The matter was accordingly adjourned and thereafter continued to be adjourned on several dates, until it was finally heard on 23.04.2026.

### **SUBMISSIONS ON BEHALF OF THE PETITIONER**

26. The learned Counsel for the Petitioner submitted that:

- 26.1 The allotment of the Plot in favour of the Petitioner was cancelled arbitrarily, notwithstanding that the Petitioner had deposited the entire demanded amount with the Respondent, albeit belatedly.
- 26.2 The cancellation of the Plot was illegal, as no show cause notice was issued to the Petitioner prior to such cancellation, and the cancellation was effected after the payment had already been deposited by the Petitioner.
- 26.3 The cancellation was discriminatory and arbitrary, inasmuch as, in other cases, the Respondent condoned delays exceeding two years in the deposit of instalments.
- 26.4 The Pocket in which the Plot was allotted to the Petitioner remained undeveloped and devoid of basic amenities. Despite the directions issued by this Court, the Respondent failed to carry out the requisite development works, with the result that the Pocket in which the Plot is situated continued to remain undeveloped.
- 26.5 Notwithstanding that the Petitioner had paid the amount demanded by the Respondent, the allotment of the Plot was cancelled in violation of the principles of natural justice, as no opportunity of hearing was afforded to the Petitioner prior to such cancellation.



- 26.6 As is evident from the Respondent's letter dated 26.07.2005, the cancellation was effected after deposit of the entire amount by the Petitioner under intimation to the Respondent. Accordingly, the impugned action of cancellation is bad in law and liable to be set aside.
- 26.7 In the case of Sh. Pramod Kumar Jain, the instalments had been delayed by more than two years and the allotment had also been cancelled; however, the same was restored subject to payment of current charges and restoration charges. In addition, the Respondent condoned delay in several other similarly situated allottees but declined to extend the same benefit to the Petitioner. Accordingly, on the ground of parity, the Petitioner is entitled to quashing of the cancellation of the Plot allotted in his favour by the Respondent.
- 26.8 In *V.P. Sunita v. DDA*, 2013 (30) RCR (Civil) 255, this Court held that, in terms of the Respondent's policy, the Respondent was required to consider whether the grounds advanced for the delay in payment of instalments were genuine and whether its discretion ought to be exercised to condone such delay. It was further held that refusal to condone the delay was arbitrary where no reasons were furnished for condoning delay in other cases. Accordingly, since the petitioner in that case had made full payment, this Court held that the petitioner was entitled to allotment and possession of the property.
- 26.9 In *Lajpat Rai v. DDA*, W.P.(C) 13840/2006, this Court held that cancellation of allotment by the Respondent without issuance of



a show cause notice or affording an opportunity of hearing to the allottee was violative of the principles of natural justice. It was further held that the allottee was entitled to be heard and afforded an opportunity to rectify the situation before cancellation. Accordingly, the allottee was held entitled to restoration or alternate allotment subject to restoration charges and penalties.

- 26.10 In *K.R. Cultural and Welfare Society (Regd.) v. DDA*, W.P.(C) 8116/2008, where the Respondent had discriminated against the petitioner therein by granting another allottee an opportunity to make payment beyond the stipulated time, this Court held that the cancellation was invalid, particularly in view of the Respondent having retained the payment for nine years prior to cancellation.
- 26.11 In *DDA v. Jagdish Chopra*, LPA 82/2008, the Division Bench of this Court held that cancellation of allotment on account of delay in payment following presumed service of a demand-cum-allotment letter sent by courier could not result in so drastic a consequence, particularly where the demand letter ought to have been served by registered post in accordance with the statutory provisions and the delay of 25 days was condonable under the Respondent's policy.
- 26.12 In view of the aforesaid, it was prayed that the Respondent's action in cancelling the allotment of the Plot be declared wholly illegal, arbitrary and unjustified, and that the Petitioner be held entitled to possession of the Plot.



## **SUBMISSIONS ON BEHALF OF THE RESPONDENT**

27. The learned Counsel for the Respondent submitted that:
- 27.1. A Show Cause Notice dated 20.09.2004 (“SCN”) was issued to the Petitioner calling upon him to furnish his explanation within 15 days for non-payment of Premium within prescribed time as per the Allotment Letter. It was further stated in SCN that in the event no reply was received within the stipulated period, it would be presumed that the Petitioner had nothing further to state in the matter, whereupon the offer of allotment would stand withdrawn and the registration cancelled.
- 27.2. The Petitioner, *vide* letters dated 27.02.1997 and 04.11.2003, had informed the Respondent of the change in his address. Accordingly, the Allotment Letter was dispatched to the address available with the Respondent, and the Petitioner made payment of the first instalment within time. However, the SCN sent to the same address was received back unserved with the report that the addressee had left India.
- 27.3. As the SCN was not delivered, there was no response to the SCN and, therefore, the allotment was cancelled and the Petitioner was informed thereof *vide* letter dated 13.05.2005. The said communication, having been sent to the Petitioner’s last known address, was also received back unserved.
- 27.4. However, the letter dated 11.04.2005 sent on behalf of the Petitioner bore the very same address to which the SCN and the cancellation letter dated 13.05.2005 had been dispatched by the



Respondent. Therefore, it is clear that the Petitioner had intentionally evaded service of the aforesaid communications.

- 27.5. Of the eight allegedly similarly situated cases relied upon by the Petitioner for claiming parity, six pertained to the draw held on 27.03.1991 and were regularised under Clause 1(a), (b) and (c) of the policy formulated specifically for the draw held in the year 1991. As regards the remaining two cases, it was submitted that the particulars furnished by the Petitioner were incorrect, inasmuch as the names and file numbers did not correspond with each other.
- 27.6. In the year 2004, the Respondent passed Resolution No. 52/2004 dated 24.08.2004, whereby delay of up to 360 days could be condoned by the competent authority upon payment of restoration charges and interest for the belated period. In the case of the Petitioner, however, the delay was 464 days in respect of the second instalment and 434 days in respect of the third instalment, which was beyond the permissible scope of the said policy. Therefore, the cases relied upon by the Petitioner were of no assistance to his case.
- 27.7. The allegations levelled by the Petitioner were an afterthought following cancellation of the allotment of the Plot on account of failure to make payment within the stipulated time, and that the Petitioner was seeking to shift the entire blame upon the Respondent.
- 27.8. The registration under the Scheme, being non-statutory in nature, conferred only an eligibility to apply for allotment pursuant to a



draw conducted by the Respondent. The Allotment Letter constituted merely an offer, which the allottee could either accept or decline. Upon acceptance thereof, a concluded contract would come into existence. The obligation to hand over possession of the Plot would arise only upon payment being made strictly in accordance with the terms of the Scheme and the Allotment Letter, which, according to the Respondent, the Petitioner had failed to do.

27.9. The allegations regarding non-availability of basic amenities and allotment in an undeveloped pocket of Sector-17 were stated to be devoid of merit, as services such as water supply, sewage, roads and drains had been completed in the year 1989–90. The status report filed by the Superintending Engineer of PWD clearly demonstrated that all basic amenities were available in the pocket in which the Plot is situated.

27.10. In view of the aforesaid, it was submitted that the present Writ Petition was liable to be dismissed.

### **ANALYSIS AND FINDINGS**

28. Having considered the submissions advanced on behalf of the parties, the principal issues that arises for consideration in the present Writ Petition is whether the Respondent acted arbitrarily or discriminatorily in declining to condone the delay in payment of the instalments by the Petitioner prior to cancellation of the allotment of the Plot and whether the principles of natural justice were followed prior to cancellation of the Plot.



29. The case set up by the Petitioner is that the allotment of the Plot came to be cancelled after the entire dues had been deposited, albeit belatedly, and without issuance of any show cause notice or affording any opportunity of hearing. According to the Petitioner, the Respondent failed to condone the delay in payment despite its own policy and denied him parity with other allottees to whom such extension had been granted.

30. *Per contra*, the Respondent contends that the allotment of the Plot stood cancelled after issuance of the SCN, which was dispatched to the Petitioner at his last known address but was returned unserved on account of his having left the premises. It is further the Respondent's case that the Petitioner was not entitled to the benefit of the applicable policy, since the maximum condonable delay thereunder was 360 days, whereas the delay in the present case was 464 days in respect of the second instalment and 434 days in respect of the third instalment. On that basis, the Respondent submits that the cases cited as being similarly situated are of no assistance to the Petitioner.

31. The Petitioner has candidly admitted the delay in payment of the second and third instalments. In the opinion of this Court, the explanation offered, namely, that the funds remitted to his brother were utilised towards the medical treatment of his wife, does not constitute sufficient justification for failure to comply with the payment schedule stipulated in the Allotment Letter.

32. The Allotment Letter clearly stipulated that failure to pay the premium within the prescribed period would entail automatic cancellation of the allotment of the Plot. Notwithstanding the said stipulation, the Petitioner failed to adhere to the timeline prescribed therein. In the circumstances, the



allotment of the Plot stood cancelled upon non-payment of the premium within time.

33. The contention of the Petitioner that the entire amount had been deposited prior to cancellation cannot be accepted, inasmuch as the request for condonation of delay was made only after cancellation had already been communicated.

34. This Court is also of the view that the Respondent was justified in declining to condone the delay, since the Petitioner's case did not fall within the scope of the policy relied upon by him, the delay being beyond the condonable limit of 360 days. Consequently, the reliance placed by the Petitioner on allegedly similarly situated cases is misplaced, as those matters are clearly distinguishable on facts. The Petitioner, therefore, cannot claim parity with other allottees who were granted condonation in materially different circumstances.

35. The contention founded on violation of the principles of natural justice is also unpersuasive. The SCN was dispatched prior to cancellation to the very address from which the Petitioner had addressed correspondence to the Respondent. In these circumstances, it cannot be held that no opportunity was afforded to the Petitioner to respond before cancellation. Accordingly, the decision in *Lajpat Rai (supra)* does not advance the Petitioner's case.

36. For the same reason, the decisions in *V.P. Sunita (supra)* and *K.R. Cultural and Welfare Society (supra)* are also of no assistance to the Petitioner, as the policies applicable in those matters were materially different from the policy governing the present case.

37. Further, the Petitioner has never disputed service of the Allotment Letter, as is evident from the fact that the first instalment was deposited



within time pursuant thereto. The decision in *Jagdish Chopra (supra)* is, therefore, inapplicable to the facts of the present case.

38. As regards the alleged lack of basic amenities in the Pocket where the Plot is situated, the same does not bear upon the issue that falls for determination in the present case, namely, condonation of delay in payment of the second and third instalments and the consequent cancellation of the allotment on that account. The plea relating to lack of amenities is, therefore, of no relevance to adjudication of the controversy at hand.

39. In view of the foregoing analysis, this Court finds no merit in the Petitioner's challenge to the cancellation of the allotment of the Plot, which was in accordance with the terms of the Allotment Letter, the applicable policy, and after compliance with the principles of natural justice.

40. In view of the aforesaid, the Petitioner is not entitled to any of the reliefs prayed for in the present Writ Petition. Accordingly, the Writ Petition is dismissed and the interim order(s), if any, shall stand vacated. The Respondent is directed to refund the amount deposited by the Petitioner, if not already refunded, in accordance with the applicable rules and policies. All pending Application(s), if any, also stand disposed of. There shall be no order as to costs.

**TEJAS KARIA, J**

**JUNE 15, 2026/sms**