* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Judgment Reserved on: 12.02.2026

% ***Judgment Delivered on: 29.05.2026***

\+ **<u>LPA 34/2026 & CM APPL. 5119/2026</u>**

DELHI DEVELOPMENT AUTHORITY .....Appellant

versus

SHAIL SHUKLA .....Respondent

<u>Advocates who appeared in this case</u>

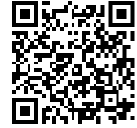
For the Appellant	:	Ms. Manisha Tripathy, SC for DDA with Mr. Aakash Mohar and Mr. Saksham Singh, Advocates.
For the Respondent	:	Mr. Dilip Singh and Ms. Iffat Fatima, Advocates along with Respondent-in-person.

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TEJAS KARIA

<u>JUDGMENT</u>

<u>TEJAS KARIA, J</u>

1. The present Letters Patent Appeal has been filed by the Appellant against the Judgment dated 28.08.2025 ("**Impugned Judgment**") passed by the learned Single Judge in Review Petition No. 217/2024 ("**Review Petition**") in W.P. (C) No. 8519/2011 ("**Writ Petition**") titled as '*Shail Shukla v. Delhi Development Authority*'.



FACTUAL MATRIX

2. The Appellant introduced a scheme for the allotment of residential plots in Delhi, namely, the Rohini Residential Scheme, 1981 ("**Rohini Scheme**"). Under the Rohini Scheme, the Respondent applied for allotment of an MIG Plot by depositing an earnest money amount of ₹5,000/- on 02.04.1984.

3. Subsequently, on 16.07.1985, the Respondent was allotted Flat No. 50, A-1, Sector-7, Rohini, in the MIG category ("**Flat**"), having a plinth area of 69.216 sq. metres together with a courtyard admeasuring 6.82 sq. metres, under the NPRS/HUDCO Scheme, 1979 ("**NRPS Scheme**").

4. Thereafter, pursuant to a draw of lots held on 27.03.1991, the Respondent was allotted MIG Plot No. 169, Pocket 12, Sector 24 ("**Plot**"), admeasuring 60 sq. metres, in Rohini under the Rohini Scheme. An allotment-cum-demand letter dated 08.11.1991 was issued to the Respondent fixing the total consideration at Rs. 59,805/-. After adjustment of the registration amount, a sum of Rs. 51,310/- remained payable by the Respondent. The Respondent made the payment of the said amount as under:

S. No.	Amount	Challan No.	Date
1.	Rs. 6490.75	0403404	05.12.1991
2.	Rs. 29880.00	0403409	31.01.1992
3.	Rs. 14940.00	0403410	26.02.1993

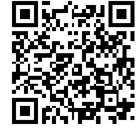
5. Since no letter or offer for handing over possession of the Plot was issued by the Appellant, the Respondent, *vide* letter dated 20.11.2005, sought refund of the amount paid towards allotment of the Plot.

6. Thereafter, by letter dated 13.12.2006, the Respondent was called upon to submit the requisite documents for processing the refund of the deposit. In compliance therewith, the Respondent submitted the said documents to the Appellant *vide* letter dated 18.07.2008.

7. As the Appellant neither responded nor refunded the aforesaid amount, the Respondent addressed reminders to the Appellant *vide* letters dated 23.10.2009, 16.11.2009, and 02.01.2010.

8. Consequently, the Respondent submitted a representation dated 29.08.2011 to the Commissioner and Director of the Appellant, withdrawing the earlier request for refund of the amount paid towards the Plot and seeking delivery of possession thereof. In the said representation, the Respondent further requested that, in the event the Plot was unavailable, an alternate plot in the same sector be allotted to her. However, according to the Respondent, the Appellant informed her that the Plot could not be allotted as it had already been allotted to the next registrant.

9. The Respondent thereupon instituted the Writ Petition, which came to be allowed by the learned Single Judge *vide* judgment dated 25.04.2022 ("**2022 Judgement**"), wherein it was observed that the Respondent had established her entitlement to delivery of the Plot reserved in her favour, namely Plot No. 23, Sector 1, Pocket B, admeasuring 60 sq. metres ("**New Plot**"). The New Plot had been secured pursuant to the order dated 08.06.2012 passed in the Writ Petition, whereby the Appellant was directed to reserve a plot for the Respondent until the next date of hearing, and the said direction continued during the pendency of the Writ Petition in terms of the order dated 27.08.2012.



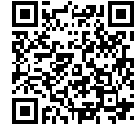
10. Being aggrieved by the 2022 Judgement, the Appellant filed LPA No. 418/2022 titled '*DDA v. Shail Shukla*'("**First LPA**"), which was dismissed *vide* judgment dated 29.07.2022 ("**First LPA Judgement**"), *inter alia*, observing that the Appellant's lackadaisical and abhorrently unprofessional approach was beyond reproach and wholly unpardonable.

11. Subsequently, the Appellant filed Review Petition No. 201/2022 seeking review of the First LPA Judgement. The said Review Petition was allowed *vide* order dated 17.11.2022 on the ground that the fact that the Respondent had already been allotted the Flat in the MIG category on 16.07.1985 in NPRS Scheme was not considered. Accordingly, the First LPA Judgement was recalled and the 2022 Judgement passed by the learned Single Judge in the Writ Petition was set aside.

12. In consequence thereof, the Writ Petition was relisted before the learned Single Judge and was allowed *vide* order dated 16.10.2023 ("**2023 Judgement**"), directing the Appellant to hand over possession of the New Plot and execute the lease deed in favour of the Respondent.

13. Thereafter, assailing the order dated 16.10.2023 passed by the learned Single Judge in the Writ Petition, the Appellant preferred LPA No. 292/2024 ("**Second LPA**"), which, after some arguments, was dismissed as withdrawn *vide* order dated 10.04.2024 with liberty to the Appellant to seek review of the 2023 Judgement.

14. Pursuant thereto, the Appellant filed the Review Petition, which came to be dismissed by the Impugned Judgment. Aggrieved thereby, the present Appeal has been preferred against the Impugned Judgment.



SUBMISSIONS ON BEHALF OF THE APPELLANT

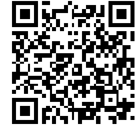
15. The learned Counsel for the Appellant made the following submissions:

15.1. The Respondent was ineligible for allotment of a residential plot under the Rohini Scheme in terms of Clause 1(ii) of the brochure, which stipulates that a person cannot be allotted two flats or plots by the Appellant. Consequently, the Respondent's registration under the Rohini Scheme was void *ab initio*, she having already been an allottee under the NRPS Scheme on the date of such registration.

15.2. The Flat allotted to the Respondent under the NRPS Scheme had a plinth area of 69.216 sq. metres together with a courtyard admeasuring 6.82 sq. metres, which clearly establishes that the Respondent was ineligible for allotment of a plot under the terms and conditions of the Rohini Scheme as well as the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981 ("**Nazul Land Rules**").

15.3. The Respondent withheld information pertaining to the prior allotment of the Flat with a view to misleading both this Court and the Appellant, which, according to the Appellant, evinces *mala fide* conduct on the part of the Respondent in the proceedings before this Court.

15.4. In terms of Clause 4 of the brochure, the Respondent was required to transfer her registration under the NRPS Scheme to become entitled to allotment of a plot under the Rohini Scheme. However, as no such transfer was effected, the Respondent



remained ineligible for allotment of the Plot under the Rohini Scheme.

15.5. Consequent upon the Respondent's request for refund, the allotment in her favour stood cancelled, and the process of refund could not be completed on account of the Respondent's failure to submit the requisite documents.

15.6. The possession letter and the demand-cum-allotment letter issued to the Respondent under the NRPS Scheme were, according to the Appellant, concealed by her, as a consequence whereof the second allotment under the Rohini Scheme could not validly be made in her favour.

15.7. In view of the foregoing submissions, it was prayed that the present Appeal be allowed and, consequently, the Impugned Judgment passed by the learned Single Judge be set aside.

SUBMISSIONS ON BEHALF OF THE RESPONDENT

16. The learned Counsel for the Respondent made the following submissions:

16.1. The Respondent registered herself for an MIG plot under the Rohini Scheme and, pursuant thereto, was allotted the Plot thereunder. The Respondent further deposited the entire consideration amount and submitted the original documents as required by the Appellant.

16.2. Thereafter, despite the aforesaid allotment, possession of the Plot was not handed over to the Respondent as the relevant file was stated to be untraceable in the office of the Appellant. Consequently, the Respondent sought refund of the entire

consideration amount on 20.11.2005. However, no refund was effected in her favour.

16.3. On 09.02.2010, the Appellant called upon the Respondent to furnish the original FDR. In response thereto, the Respondent informed the Appellant that the original FDR had already been submitted *vide* letter dated 05.12.1991, which was received by the Appellant on 06.12.1991 under Diary No. 24295. Thereafter, upon the original file was traced by the Appellant on 22.10.2010, the Respondent withdrew her request for refund on 29.08.2011 and sought delivery of possession of the Plot.

16.4. As the Appellant did not refund the consideration amount paid by the Respondent, it is not in dispute that the Respondent's registration remained subsisting and was not cancelled merely on account of her request for refund.

16.5. The plinth area of the land on which the Flat allotted to the Respondent under the NRPS Scheme stands, when proportionately divided amongst the allottees of the flats constructed thereon, renders the Respondent's share clearly less than 67 sq. metres. Accordingly, the prior allotment of the Flat under the NRPS Scheme did not render the Respondent ineligible for allotment of a plot under the Rohini Scheme, since the Flat was allotted to the Respondent on the ground floor of a multi-storeyed building.

16.6. In view of the foregoing submissions, it was prayed that the present Appeal be dismissed and the Impugned Judgment passed by the learned Single Judge be upheld.

ANALYSIS AND FINDINGS

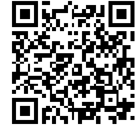
17. We have heard the learned Counsel for the Parties and perused the material placed on record.

18. The principal issue that arises for consideration before this Court is whether the learned Single Judge correctly exercised review jurisdiction in passing the Impugned Judgment in the Review Petition seeking review of the judgment dated 16.10.2023, whereby the Writ Petition was allowed and the Appellant was directed to hand over possession of the New Plot reserved for the Respondent under the Rohini Scheme.

19. The Review Petition was preferred by the Appellant principally on the ground that it had recently discovered a document indicating that the Flat allotted to the Respondent on 16.07.1985 under the NRPS Scheme had a plinth area of 69.216 sq. metres together with a courtyard admeasuring 6.82 sq. metres.

20. In the present Appeal assailing the Impugned Judgment passed in the Review Petition, the Appellant contends that the Flat allotted to the Respondent under the NRPS Scheme, having a plinth area of 69.216 sq. metres together with a courtyard admeasuring 6.82 sq. metres, rendered the Respondent ineligible for any allotment under Clause 1(ii) of the Rohini Scheme. It is further contended that the Respondent deliberately concealed the previous allotment of the Flat under the NRPS Scheme and thereby misled both this Court and the Appellant, disentitling her to any relief.

21. *Per contra*, the Respondent submits that, when the plinth area of the Flat allotted to her under the NRPS Scheme is proportionately apportioned amongst the allottees of the flats constructed on the plot, her share is clearly less than 65 sq. metres. It is, therefore, contended that the Respondent



remained eligible for allotment of the Plot / New Plot under the Rohini Scheme.

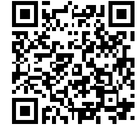
22. Clause 1(ii) of the Rohini Scheme reads as under:

> *"1 (ii) The individual or his wife/her husband or any of his/her minor children do not own in full or in part on lease-hold or free-hold basis any residential plot of land or a house or have not been allotted on hire-purchase basis a residential flat in Delhi/New Delhi or Delhi Cantonment. If, however, individual share of the applicant in the jointly owned plot or land under the residential house is less than 65 Sq. mts., an application for allotment of plot can be entertained. Persons who own a house or a plot allotted by the Delhi Development Authority on an area of even less than 65 sq. mts. shall not, however, be eligible for allotment."*

23. The allotment made to the Respondent under the NRPS Scheme was in respect of the Flat situated on the ground floor of a multi-storeyed building. In this regard, the learned Single Judge, in the Impugned Judgment, placed reliance upon the decision of the Hon'ble Supreme Court in ***DDA v. Jitender Pal Bhardwaj***, (2010) 1 SCC 146, wherein it was held that a person acquiring a flat in a multi-storeyed building obtains co-ownership in the land on which the building stands. It was further held that, in terms of Clause 1(ii) of the Rohini Scheme, if the individual share of the allottee in the land beneath such building is less than 65 sq. metres, such allottee is not disentitled from seeking allotment from the Appellant.

24. The relevant extract from ***Jitender Pal Bhardwaj*** (*supra*) is reproduced hereunder:

> "*7. When a person acquires a flat in a multi-storeyed building, what he gets is co-ownership of the land on which the building is constructed and exclusive ownership/long-term lease of the residential flat. As per Clause 1(ii), where the individual share in the land on which the building stands, held by the allottee is less than 65 sq m, he is not barred from securing allotment from DDA. The other interpretation is that if the measurement of the flat is less*



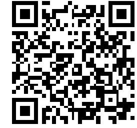
than 65 sq m and the allottee owns only an undivided share in the land, corresponding to such flat, the benefit of exemption would be available to the applicant.

8. *It is true that the purpose of development of a residential scheme by a City Development Authority is to make available plots to those who do not own a house in that city. It is also true that allotting plots to those who already own houses, may amount to denial of plots to other deserving applicants who do not own or hold any property at all. But the policies and purposes of Development Authorities are not uniform. Some schemes contemplate allotment of plots to those who are poor and whose income is less than the specified limit. Some schemes provide for allotment of smaller plots to economically weaker sections at a lesser price and allotment of larger plots to high income groups at a higher price. Some schemes make anyone owning a property, whether commercial or residential ineligible. Some schemes make only those owning plots already allotted by the authority ineligible. Some schemes make only those owning properties which are larger than a prescribed limit ineligible.*

9. Though the intention of Development Authorities in general is to allot plots to the houseless, the policy and scheme has to be given effect with reference to the specific wording of the eligibility provision. If DDA wanted to bar everyone owning a plot/house/flat from securing an allotment, it could have made its intention clear by simply providing that "anyone owning or holding a long-term lease, any plot/house/flat in Delhi/New Delhi/Delhi Cantonment area, will be ineligible for allotment under this Scheme". But DDA chose to make the eligibility clause subject to an exemption. If it chose to exempt certain categories, such exemption has to be given effect to. When the term of exemption is specific and unambiguous, it is not possible to restrict its applicability or read into it, a meaning other than the plain and normal meaning, on the assumption that the general object of the Scheme was different from what is spelt out in the term. Be that as it may."

25. The relevant portion of the Impugned Judgment is reproduced as under:

"*13. A bare perusal of the paragraphs reproduced above, categorically shows that a person having a flat would only be a co-*



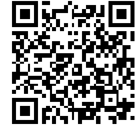
> *owner in the proportionate area of the land and would only have exclusive ownership of his/her residential flat. In such scenario the area of the land falling under the share of each allottee of a flat in a multi-storeyed building would be reduced proportionately. Further, paragraph No. 9 of the said judgment clarifies that if the DDA wanted to bar everyone from owning a flat after securing an allotment under other DDA schemes, the same would have been explicitly stated. Once the DDA itself has made an exception, there is no requirement to read anything to the contrary.*
>
> *14. Coming to the present scenario, the document annexed by the respondent-DDA (marked as Annexure A-8) depicts a table which shows the area of each floor of the multi-storeyed building in which the petitioner was allotted a flat under NPRS Scheme. Each flat owner in that building would have a proportionate share in the land underneath, as observed in Jitender Pal Bhardwaj (supra). The petitioner herein was allotted a flat on the ground floor, which as per the document has an area of 69.216 sq. mts. along with a courtyard of 6.82 sq. mts. Even if the area of the plot is taken as 69.216 sq. mts. along with a courtyard of 6.82 sq. mts., the proportionate share of the petitioner in the jointly owned plot of land would be much below 65 sq. mts., thereby, making the petitioner eligible for allotment as per Clause 1(ii) of the Rohini Scheme.*"

26. The decision in ***Jitender Pal Bhardwaj*** (*supra*) makes it evident that the owner of a flat is merely a proportionate co-owner of the land on which the flat is constructed, while retaining exclusive ownership of the flat itself. Accordingly, the learned Single Judge has, in our considered view, rightly held in the Impugned Judgment that, notwithstanding the fact that the Respondent was allotted the Flat having a plinth area of 69.216 sq. metres together with a courtyard admeasuring 6.82 sq. metres under the NRPS Scheme, the Respondent's proportionate share in the land underlying the Flat was indisputably less than 65 sq. metres. This is for the reason that the multi-storeyed building in question comprises four flats, one on each floor, and the Respondent was allotted only the Flat on the ground-floor

thereunder. Consequently, Clause 1(ii) of the Rohini Scheme does not operate as a bar to the allotment of the Plot in favour of the Respondent.

27. Learned counsel for the Appellant has further placed reliance upon the decision of the Hon'ble Supreme Court in ***NOIDA v. Ravindra Kumar Singhvi***, (2022) 5 SCC 591, to contend that, since the Respondent allegedly misled both this Court and the Appellant by concealing the prior allotment of the Flat under the NRPS Scheme, she was disentitled to any relief. The relevant extract from the said decision is reproduced hereunder:

> "*23. Fraud vitiates all actions as laid down by this Court in S.P. Chengalvaraya Naidu v. Jagannath [S.P. Chengalvaraya Naidu v. Jagannath, (1994) 1 SCC 1] wherein it was held as under : (SCC p. 5, para 5)*
>
> > *"5. The High Court, in our view, fell into patent error. The short question before the High Court was whether in the facts and circumstances of this case, Jagannath obtained the preliminary decree by playing fraud on the court. The High Court, however, went haywire and made observations which are wholly perverse. We do not agree with the High Court that 'there is no legal duty cast upon the plaintiff to come to court with a true case and prove it by true evidence'. The principle of "finality of litigation" cannot be pressed to the extent of such an absurdity that it becomes an engine of fraud in the hands of dishonest litigants. The courts of law are meant for imparting justice between the parties. One who comes to the court, must come with clean hands. We are constrained to say that more often than not, process of the court is being abused. Property-grabbers, tax evaders, bank loan-dodgers and other unscrupulous persons from all walks of life find the court process a convenient lever to retain the illegal gains indefinitely. We have no hesitation to say that a person, whose case is based on falsehood, has no right to approach the court. He can be summarily thrown out at any stage of the litigation."*
>
> *xxxxx*
>
> *27. The fact is that the second plot allotted to the plaintiff had been allotted against the express terms of allotment. Therefore, there is*



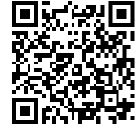
> *neither equity nor any law in favour of the plaintiff. A person who misleads the Authority in obtaining allotment of a plot is not entitled to any relief.*"

28. We are unable to accept the aforesaid contention advanced on behalf of the Appellant.

29. There can be no cavil with the proposition that any person who misleads the Court or a statutory authority in order to secure allotment of a plot would be disentitled to relief. However, the decision in ***NOIDA v. Ravindra Kumar Singhvi*** (*supra*) has no application to the facts of the present case as the prior allotment of the Flat to the Respondent under the NRPS Scheme did not render her ineligible for allotment of the Plot under the Rohini Scheme.

30. Even though the Appellant's contention is accepted at its highest, that the Respondent deliberately concealed the factum of allotment of the Flat under the NRPS Scheme, the same would have no bearing on the outcome of the present proceedings, inasmuch as the Respondent remained entitled to allotment of the Plot under the Rohini Scheme in the facts and circumstances of the case, notwithstanding the allotment of the Flat under NPRS Scheme.

31. In view of the discussion above, we find no infirmity with the Impugned Judgment that warrants our interference. Accordingly, the present Appeal stands dismissed and the Appellant is directed to hand over the possession of the plot reserved for the Respondent, i.e., Plot No. 23, Sector-1, Pocket-B, measuring 60 sq. meters, within a period of 8 weeks and execute the lease deed as well.



32. The present Appeal stands disposed of in terms of the above directions. Pending application(s), if any, stands disposed of.

TEJAS KARIA, J

DEVENDRA KUMAR UPADHYAYA, CJ

MAY 29, 2026
sms