



2025:DHC:10270-DB



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment reserved on: 10.11.2025

Judgment pronounced on: 21.11.2025

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LPA 2114/2006

U.P.SAMAJ COOPERATIVE HOUSE B.Appellant

Through: Mr. Sunil Dalal, Sr. Adv. and
Mr. Rajiv Saxena, Sr. Adv.
with Mr. Saurabh Kansal, Mr.
Anuj Kumar Suryavanshi, Mr.
Raghav Vij, Mr. Rajiv Singh,
Mr. Ankit Rana, Ms. Shipra
Bali, Mr. Sarthak Malhotra, Mr.
Suraj Kumar Jha, Ms. Medha
Saxena, Ms. Shreya Bhatnagar,
Mr. Manish Kumar, Mr.
Pratham Malik, Ms. Sakshi
Tiwari, Ms. Ritul Sharma and
Ms. Vanshika Kapoor, Advs.

versus

D.D.A. & ORS.

.....Respondents

Through: Mr. Kailash Vasdev, Sr. Adv.
with Mr. Nitin Mishra, Mrs.
Latika Malhotra, Ms. Aastha
Bhardwaj, Mr. Umrao Singh
Rawat and Mrs. Neoma
Vasdev, Advs. for R-1/DDA.
Mr. Sanjay Kumar Pathak,
Standing counsel with Mrs. K.
K. Kiran Pathak, Mrs. Sunil
Kumar Jha, Mr. Divakar Kapi,
Advs. for R-2 and R-3.

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LPA 143/2007

D.D.A.

.....Appellant

Through: Mr. Kailash Vasdev, Sr. Adv.
with Mr. Nitin Mishra, Mrs.
Latika Malhotra, Ms. Aastha



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Bhardwaj, Mr. Umrao Singh
Rawat and Mrs. Neoma
Vasdev, Advs.

versus

U.P. SAMAJ COOP. HOUSE BUILD. SOC.Respondent

Through: Mr. Sunil Dalal, Sr. Adv. and
Mr. Rajiv Saxena, Sr. Adv.
with Mr. Saurabh Kansal, Mr.
Anuj Kumar Suryavanshi, Mr.
Raghav Vij, Mr. Rajiv Singh,
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Saxena, Ms. Shreya Bhatnagar,
Mr. Manish Kumar, Mr.
Pratham Malik, Ms. Sakshi
Tiwari, Ms. Ritul Sharma and
Ms. Vanshika Kapoor, Advs.
for R-1.

Mr. Sanjay Kumar Pathak,
Standing counsel with Mrs. K.
K. Kiran Pathak, Mrs. Sunil
Kumar Jha, Mr. Divakar Kapi,
Advs. for R-2.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MS. JUSTICE RENU BHATNAGAR

J U D G M E N T

ANIL KSHETARPAL, J.

1. The present two Letters Patent Appeals are cross-appeals arising out of the single judgment dated 21.08.2006 [hereinafter referred to as 'Impugned Judgment'] passed by the learned Single Judge in W.P.(C) No.1567/1997.

1.1 **LPA 2114/2006**, filed by the Appellant-Society (U.P. Samaj



Cooperative House Building Society Ltd.), assails the correctness of the Impugned Judgment only to the extent of paragraph 68; and consequentially, paragraph 67 insofar as it relies upon paragraph 68. The Society's challenge is confined to the learned Single Judge's direction that acquisition proceedings under the Land Acquisition Act, 1894 [hereinafter referred to as "LA Act"] be initiated forthwith in respect of the land bearing 76 bighas and 1 biswa [hereinafter referred to as "writ land"] and that, for the period of prior deprivation, compensation/rent/damages be determined in the manner indicated in **R.L. Jain v. DDA**¹. The Society also contends that such a monetary/compensatory mode of relief was beyond the scope of the writ petition and could not be granted in the absence of appropriate pleadings or the requisite authorisation by the Society through its General Body.

1.2 **LPA 143/2007**, filed by the Delhi Development Authority (DDA), challenges several fundamental findings of the Impugned Judgment. It specifically disputes (i) the rejection of its plea of delay and laches; (ii) the conclusion that the acquisition initiated in 1969 had lapsed by virtue of Section 11A of the LA Act (introduced by Act No.68 of 1984); (iii) the finding that the writ land therefore continued to be the Society's land in law; and (iv) the directions to initiate fresh acquisition, dispense with Section 5A of the LA Act, and pay compensation/damages for the past period. The DDA further contests the learned Single Judge's appreciation of the pre-1972 correspondence and resolutions, and denies that the Pitampura

¹ JT (2004) 3 SC 272



allotments were merely administrative allotments unrelated to the writ land.

2. Since both LPAs arise from the same Impugned Judgment and the same set of writ proceedings, the two Appeals were heard together. This Court has carefully read and considered: (i) both LPA records and the grounds urged therein; (ii) the full Impugned Judgment, and (iii) the entire documentary material that was placed before the learned Single Judge, including minutes of meetings, correspondence, departmental notings, demarcation reports, and the statutory notifications under the LA Act. The rival submissions of the parties have been considered in the light of the documentary record and the statutory provisions invoked.

FACTUAL MATRIX

3. The factual and documentary matrix, as emerging from the record and as noticed in the Impugned Judgment, is set out hereunder in chronological sequence. Each entry reproduces events and documents that are on record before this Court:

3.1 13.11.1959 - The Administration of Delhi issued a notification dated 13.11.1959 under Section 4 of the LA Act, proposing acquisition of approximately 34,070 acres of land for planned development of Delhi. The area covered included lands situated in villages Tekhand and Tughlakabad, and the writ land subsequently purchased by the Society also fell within the said preliminary notification. The notification expressly excluded evacuee property from its ambit; this exclusion is what later formed the basis of the



Society's successful challenge in 1969.

3.2 1959-1961 - Between 1959 and 1961, the Society entered into several agreements for purchase and ultimately consolidated its title by a registered Sale Deed dated 06.02.1961. The total land so purchased measured 425 bighas and 16 biswas spread across Tekhand and Tughlakabad. The present dispute concerns 76 bighas and 1 biswa (nearly 18 acres) i.e., the writ land, comprising the specific khasra numbers which have been repeatedly referred to in both writ and appellate pleadings.

3.3 15.09.1962 - A declaration under Section 6 of the LA Act was thereafter issued on 15.09.1962, covering *inter alia* the writ land. Pursuant thereto, Award No.1533 was stated to have been made on 30.01.1963. The record placed before the learned Single Judge, and now before this Court, indicates that:

- i. the 1963 awards were a general award pertaining to lands acquired under the 1959 notification;
- ii. possession entries in official records purport to show taking of possession sometime in 1963;

The learned Single Judge noted that despite the existence of this award, the subsequent adjudication of 1969 declared that the 1959/1962 acquisition itself was invalid as regards the writ land. Consequently, for the writ land, the 1963 award was rendered inconsequential.

3.4 1961-1964 (Society's representations & Resolution dated



03.05.1964) - Between 1961 and 1964, the Society corresponded with governmental authorities seeking release of its land. These communications culminated in a General Body Resolution dated 03.05.1964, wherein the Society recorded two clear alternatives:

- i. Primary request - restoration/release of the lands purchased by the Society;
- ii. Alternative request - allotment of an equivalent area of land in priority locations if release was not possible.

3.5 C.W. No.846/1968 and Judgment dated 15.04.1969 – The Society filed C.W.P. No.846/1968 challenging the acquisition of 76 bighas and 1 biswa (nearly 18 acres) [hereinafter referred to as “writ land”]. By judgment dated 15.04.1969, a Division Bench of this Court held that the writ land was *evacuee property*, which had been explicitly excluded from the 1959 Section 4 notification. Thus, the acquisition *qua* the writ land stood quashed.

No appeal was filed by the Administration or DDA. This judgment attained finality, and the writ land stood freed from the earlier acquisition.

3.6 Fresh acquisition attempt - Notifications dated 14.05.1969 (published on 16.07.1969) & 14.08.1969 - After judgment dated 15.04.1969, the Administration issued a fresh Section 4 notification dated 14.05.1969, published on 16.07.1969, specifically including the writ land. A Section 6 declaration dated 14.08.1969 followed. Crucially, no award was ever published pursuant to the 1969



notification, as consistently recorded in:

- i. the Impugned Judgment;
- ii. the Deputy Commissioner's 1996 status report; and
- iii. the minutes of various 1996–97 departmental meetings.

This absence of a 1969 award later became significant when Section 11A was introduced in 1984.

3.7. Pitampura Allotments (1970-1972) - During 1970 and 1972, the Society was allotted a total of 45 acres in Pitampura:

- i. 25 acres in Phase I in 1970 (payment: Rs. 9,80,239/-);
- ii. 20 acres in Phase II in 1972 (payment: Rs. 9,43,592/-)

The DDA asserts that these allotments were made under the 1961 guidelines applicable to Category-IV societies and constituted allotments in lieu of the writ land. The Society consistently denied this, contending that these allotments were routine DDA allotments made upon payment and not in substitution for the writ land.

3.8 Section 22(1) Notification dated 20.03.1974 – On 20.03.1974, the Central Government issued a notification under Section 22(1) of the Delhi Development Authority Act, 1957 placing the land including the writ land at the disposal of DDA. DDA thereafter developed the area and constructed residential flats in the Alaknanda project. These flats were allotted to third parties, creating third-party equities.

3.9 For completeness, this Court also notes the Society's



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contemporaneous communication dated 17.10.1974 addressed to the Land & Building Department, wherein the Society stated that the land already allotted to it at Pitampura was sufficient to meet the requirements of its members and that no further land was required. The said letter dated 17.10.1974 reads as under –

*Uttar Pradesh Samaj Co-op. House Building Society Ltd.
45/14 . East Patel Nagar. New Delhi-110008*

By hand

No. 2764/74

October 17,1974

*Shri S.C.Sareen,
Asstt. Commissioner Housing (S),
Delhi Administration,
Land & Building Department
Vikas Bhawan,
New Delhi.*

Sub: Allotment of additional 20 acres land in Loni Road Area.

Dear Sir,

I am directed to invite your kind attention to your letters no. F.12(5)/70-L&B dated 26.10.73 and No. F.12(5)/ 70- L&B/Coop. Dated 11.12.73 on the above subject and to say that 45 acres of land already in possession of the Society in Pitampura is quite adequate to meet the requirements of our members on roll for residential plots. We are, therefore, not interested in having any additional land which may kindly be noted.

Please acknowledge receipt of this letter.

*Yours faithfully
sd/-
for U.P.Samaj Co-op.
House Building
Society Ltd.,
(D.S.Gupta)
Secretary"*

3.10 Introduction of Section 11A (24.09.1984) - By Act No.68 of 1984, Parliament inserted Section 11A into the LA Act, mandating that an award must be made within the prescribed period from the date



of the Section 6 declaration, failing which the acquisition would lapse. Given that the 1969 notification was never followed by an award, the learned Single Judge concluded that acquisition proceedings under the 1969 attempt had lapsed.

3.11 Demarcation (14.02.1996) and Deputy Commissioner's Status Report (1996) - Demarcation was carried out on 14.02.1996 in the joint presence of DDA and Society representatives. The Deputy Commissioner's 1996 status report recorded:

- i. particulars of the writ land;
- ii. that amounts related to the earlier (1963) award were still lying un-disbursed; and
- iii. that no award existed pursuant to the 1969 notification.

3.12 Joint Meetings (20.06.1996 - 24.01.1997) - Minutes of meetings dated 20.06.1996, 21.06.1996, 23.08.1996, 24.12.1996 and 24.01.1997 were placed on record. These minutes, never denied by DDA, show the following:

- i. Acknowledgement by officers of Land & Building Department and DDA of the legal consequences of Section 11/11A and the lapsed 1969 acquisition;
- ii. Consideration of alternative land, including references to Papankalan/Dwarka;
- iii. Society's insistence that alternative land, if granted, be in the vicinity of the writ land;



iv. Assurance by Government officers that the matter was under active consideration.

3.13 Filing of W.P.(C) 1567/1997 on 09.04.1997 - The Society filed W.P.(C) No.1567/1997 seeking restoration of the writ land and in the alternative, allotment of equivalent land in the vicinity of the writ land. Importantly, the writ petition did not plead a claim for monetary compensation.

3.14 Letters of the Land & Building Department (August 1997 and 06/07.11.1997) - After filing of the writ, the Secretary, Land & Building Department (Govt. of NCT of Delhi) addressed letters in August 1997 and 06/07.11.1997 to DDA, requesting DDA to take appropriate remedial action by either restoring or allotting alternative land. These letters were specifically relied upon before the learned Single Judge to rebut the allegation of laches.

3.15 Interim proceedings of 2006 & Auction Notice (26.04.2006) – On 26.04.2006, DDA issued a public auction notice for land in village Tekhand in the vicinity of the writ land. The Society filed W.P. No.6059/2006 challenging the said auction and seeking stay on the same. The learned Single Judge observed that the dispute regarding alternative allotment and rights in the writ land was already sub judice in W.P.1567/1997 and therefore declined interim relief.

3.16 Impugned Judgment dated 21.08.2006 - The learned Single Judge held that:

i. the 1969 acquisition attempts had lapsed under Section 11A of



the LA Act and the writ land remained the Society's;

ii. the Society's claim was not barred by delay and laches, in view of active consideration and formal acknowledgements by the Land & Building Department and DDA;

iii. allotment of 45 acres at Pitampura was not shown to be an allotment in lieu of the writ land;

iv. since third-party interests undermined restoration in specie, the next best relief was monetary compensation or similarly situate alternate land; and

v. applying the approach in **R.L. Jain** (supra), directed initiation of acquisition steps forthwith (paragraph 68), dispensing with Section 5A of the LA Act inquiry because of public purpose already established, and directed the Land Acquisition Collector to compute rent/damages for the prior period in the manner indicated in **R.L. Jain** (supra). The learned Single Judge also awarded costs of Rs.25,000 in favour of the Society (paragraph 69).

CONTENTIONS OF THE APPELLANT - SOCIETY

4. Learned counsel for the Appellant-Society submitted that LPA No. 2114/2006 has been preferred only to the limited extent that the learned Single Judge, while correctly holding that the acquisition in respect of the writ land had lapsed, erred in issuing directions in paragraph 68 of the Impugned Judgment by which it was directed that compensation/rent/damages be assessed and paid, based upon the principles culled out in **R.L. Jain** (supra). It is contended that the writ



petition of the Appellant was never founded on any claim for monetary compensation and the only relief sought and consistently pursued was either

- i. restoration of the writ land, or, in the alternative;
- ii. allotment of equivalent land, preferably in the vicinity of the writ land, which the respondents themselves had repeatedly acknowledged and for which recommendations had been made at the highest levels.

The learned counsel emphasised that the mandate to award compensation, never having been prayed for by the Appellant, could not have been imposed upon the Society in the absence of pleadings, prayer, or even an authorisation by its General Body to claim or accept monetary compensation.

5. It was further contended that the learned Single Judge's reliance upon **R.L. Jain** (supra) is wholly misplaced as the factual background of that case is fundamentally distinct. It was argued that **R.L. Jain** (supra) dealt with a situation where the landowner had accepted the award, withdrawn compensation, and participated in the statutory process under Section 18 of the LA Act for enhancement of compensation. Therefore, the Supreme Court's observations therein on the mode of computing compensation stemmed from a context where the legality of the acquisition itself was never in dispute. By contrast, in the present matter, the Appellant's land is undisputedly free from any acquisition as the 1969 proceedings ended in complete lapse with no award ever having been passed. Consequently, the ratio



of **R.L. Jain** (supra) could not have been invoked, nor could the learned Single Judge have imposed a compensatory regime in place of the relief that the Appellant actually sought and to which, in law, it stood entitled.

6. Learned counsel submitted that the Appellant continues to be the lawful and registered owner of the 76 bighas and 1 biswa of land situated in village Tekhand and Tughlakabad. It was emphasised that the Division Bench judgment dated 15.04.1969 in C.W. No.846/1968 quashed the acquisition *vis-a-vis* the writ land on the specific finding that the land constituted evacuee property which had been expressly excluded from the 1959 Section 4 notification. This judgment was never appealed against and attained finality. Thus, the Appellant's title to the land stood judicially reaffirmed in 1969 and the land unquestionably reverted to the Appellant. It was argued that the subsequent attempt to re-initiate acquisition by notifications dated 16.07.1969 under Section 4 and 14.08.1969 under Section 6 yielded no award whatsoever, and therefore the entire exercise lapsed by operation of Section 11A introduced by Act 68 of 1984. The Appellant therefore remains, in law, the owner of the writ land.

7. It was next argued that from 1969 onwards the Appellant repeatedly sought restitution of its land through representations to various authorities. These efforts, it was submitted, resulted in the land being officially demarcated, thereby acknowledging the Appellant's title. It was submitted that in the course of numerous meetings held in 1996 and 1997, officers of the DDA as well as the Land & Building Department unequivocally accepted that the



Appellant's claim required resolution and that alternative land would be allotted. Reliance was placed upon the minutes of meetings dated 20.06.1996, 21.06.1996 and 24.01.1997, which record that the Respondents themselves proposed offering land at Papankalan / Dwarka. These minutes, according to the Appellant, demonstrate a clear and continuing administrative acknowledgement of the Appellant's entitlement.

8. The Appellant also relied upon the communications issued by the Government of NCT of Delhi, particularly the letter of the Deputy Secretary (Land Acquisition) dated August 1997 and the communication dated 06/07.11.1997 from the Commissioner-cum-Secretary (Land & Building), both of which strongly recommended that the Appellant be allotted alternative land. The Appellant argued that these communications show that even as late as 1997, the Respondents had not repudiated the Appellant's claim; instead, they admitted the legitimacy of the request for restitution or alternative land. The Appellant contended that this continuous administrative acknowledgment also explains why the challenge in the writ petition was not barred by laches.

9. Learned counsel submitted that the allegation of the Respondents regarding the earlier allotments of 25 acres in the year 1970 and 20 acres in the year 1972 at Pitampura being "in lieu" of the writ land is factually incorrect. The Appellant argued that the 45 acres were allotted strictly under the regular DDA scheme applicable to cooperative housing societies, upon payment of Rs.19,23,831.79 to the Land & Building Department. These allotments were not



concessions or compensatory allotments but ordinary allotments made upon full consideration paid by the Society. The Appellant submitted that despite receiving this payment, the Land & Building Department unlawfully handed over possession of the Appellant's writ land to the DDA under Section 22(1) of the DDA Act, even though the land did not vest in the Government or DDA.

10. Learned counsel placed strong reliance on the orders passed by the learned Single Judge during the writ proceedings, particularly the orders dated 14.01.2003 and 04.03.2003. In the order dated 14.01.2003, the Court expressly observed that once the acquisition had been quashed, the land did not vest in the DDA, although the DDA had constructed upon it. The Court also cautioned the Respondents that in the absence of an amicable settlement, the Court might have no option but to restore the land to the Appellant. In the subsequent order dated 04.03.2003, passed on the Respondents' application for modification, the Court reaffirmed that "*it cannot be disputed that the land in question in respect of which acquisition proceedings now stand quashed does not vest with the DDA,*" and further held that "*once the acquisition proceedings are quashed, the effect of the same has to be that the land does not vest in the authority to whom the land was handed over in pursuance of the acquisition proceedings.*" These orders, according to the Appellant, leave no ambiguity regarding the legal status of the land.

11. It was further contended that despite the lapse of the acquisition and despite the Respondents' repeated acknowledgements, no alternative land was allotted, no compensation was paid, and no fresh



or valid acquisition was ever undertaken. In such circumstances, the Respondents were under a legal obligation to restore the writ land to the Appellant. However, since the DDA had already developed the land and created third-party rights by constructing residential complexes, restoration in specie would be inequitable. Thus, according to the Appellant, the only permissible relief, consistent with the pleadings, the administrative record, and the Respondents' own recommendations, was the allotment of equivalent land, preferably in South Delhi and proximate to the writ land, so as to match the value of the land that had been illegally taken and used.

12. Learned counsel concluded by reiterating that after the learned Single Judge upheld the Appellant's title and entitlement to the land, it was erroneous to replace the Appellant's claim for alternative land with an unsolicited direction for monetary compensation. The Appellant's case, it was emphasised, stands on a significantly stronger footing than ***R.L. Jain*** (supra), and there was no justification for the learned Single Judge to apply that decision. The Appellant therefore seeks that the LPA No. 2114/2006 be allowed to the extent of modifying paragraph 68 of the Impugned Judgment and that the Respondents be directed to give effect to their own decisions of allotting alternative land to the Appellant, preferably in the vicinity of the writ land.

CONTENTIONS OF THE RESPONDENT/DELHI DEVELOPMENT AUTHORITY (DDA)/APPELLANT IN THE CROSS-APPEAL

13. *Per contra*, learned counsel for the Delhi Development



Authority, opposing both the reliefs sought by the Society as well as the partial challenge raised in LPA No. 2114/2006, submitted that the entire approach of the learned Single Judge suffers from serious legal infirmities and proceeds on an incorrect appreciation of both facts and law. It was urged that the writ petition itself was liable to be dismissed on several preliminary grounds, including that of delay and laches, suppression of material facts, and the Society's prior acceptance of benefits in lieu of the writ land. It was argued that the learned Single Judge erred in assuming that the Society continued to retain an enforceable right over the writ land despite the admitted position that large-scale development had taken place, third-party rights had been created over several decades, and the land had long vested in the DDA pursuant to the 1974 notification issued under Section 22(1) of the DDA Act.

14. Learned counsel submitted that the Society's plea that the earlier allotments of 25 acres in the year 1970 and 20 acres in the year 1972 at Pitampura were routine allotments under the general scheme was wholly untenable. According to the DDA, these allotments were made after detailed deliberations at governmental levels and represented the resolution of the Society's grievances regarding the writ land. It was pointed out that the 45 acres were granted specifically to accommodate the Society's claim and that the Society, having accepted such allotments without demur, cannot now, after several decades, reopen the matter by asserting that the writ land continues to belong to it. The DDA emphasised that the Society not only took possession of the Pitampura plots but also constructed and



allotted them to its members, thereby fully enjoying the benefits of the allotments made in lieu of the writ land. The DDA argued that the Society, having accepted and exploited the fruits of the 45-acre allotment, is estopped from asserting any surviving right over the writ land

15. It was next contended that the writ petition filed in 1997 was hopelessly barred by gross delay and laches. Learned counsel submitted that the Society remained silent from 1972 till 1996-97, a period of more than two decades, during which the DDA developed the land, constructed the Alaknanda residential complex, and allotted flats to numerous allottees. The DDA argued that the Society's belated challenge was actuated only when land values in South Delhi escalated, and the attempt to resurrect a lapsed claim after more than 25 years was wholly impermissible. The DDA further contended that the learned Single Judge erred in treating departmental correspondence and inter-office notings as if they amounted to conscious acknowledgements of the Society's title. These communications, it was argued, were merely internal administrative evaluations and could not extend limitation, revive stale claims, or create substantive rights.

16. Learned counsel submitted that the learned Single Judge committed a serious error in holding that the acquisition initiated in 1969 had lapsed under Section 11A of the LA Act. It was argued that Section 11A, introduced in 1984, could not operate retrospectively so as to nullify acquisition proceedings that had long been acted upon and overtaken by statutory vesting under Section 22(1) of the DDA



Act. According to the DDA, once the Central Government placed the land at the disposal of DDA under the 1974 notification, the vesting was absolute and irrevocable, and no subsequent lapse under the LA Act could divest the DDA of title. The DDA further submitted that merely because the award under the 1969 notification was not traceable does not mean that it was not made; and in any event, the long delay, intervening development, and statutory vesting disentitle the Society from invoking Section 11A or claiming that the land continued to be its property.

17. It was also argued that the learned Single Judge erred in relying upon the orders dated 14.01.2003 and 04.03.2003 passed during the pendency of the writ petition. The DDA submitted that these orders were only *prima facie* observations and could not constitute a final adjudication of title, nor could they override statutory vesting or long-settled development. It was submitted that the learned Single Judge, in the final judgment, failed to appreciate that the writ land had been integrated into a large-scale development scheme and that hundreds of allottees had acquired rights therein. It was submitted that equity, public interest, and administrative finality all operated against the claim of the Society, who approached the Court after an inordinate and unexplained delay.

18. On the Society's reliance upon the demarcation report dated 14.02.1996 and the minutes of the meetings held between June 1996 and January 1997, the DDA contended that these documents were misinterpreted. It was urged that the demarcation was carried out only to resolve administrative queries and did not amount to a recognition



of title. As regards the minutes of meetings, it was contended that these meetings were preliminary discussions exploring possible administrative solutions in the event of a settlement; they did not represent a final or binding decision. It was also submitted that no vested right can arise from inter-departmental deliberations or exploratory proposals mooted by junior officers, especially in matters concerning land acquisition and planned development of Delhi.

19. The DDA also strongly opposed the Society's prayer for alternative land in South Delhi or in proximity to the writ land. It was submitted that no society has a vested right to demand land in a particular locality or to dictate the terms of allotment. The DDA asserted that alternative land cannot be claimed as a matter of right unless expressly authorised by statute or by a formal, binding decision of the competent authority. No such decision, according to the DDA, exists in the present case. The DDA submitted that the learned Single Judge erred in directing fresh acquisition and awarding monetary compensation, but correctly refrained from directing allotment of any alternative land, as such a direction would have been beyond the scope of the writ jurisdiction and contrary to settled public policy.

20. Learned counsel finally submitted that the Society has approached this Court claiming both that (i) it continues to be the owner of the writ land, and alternatively, (ii) that it is entitled to alternative land. According to the DDA, these positions are mutually destructive and reflect the inconsistent approach of the Society. The DDA argued that the writ petition was based on a misconceived understanding of the legal status of the land, was barred by delay,



stood foreclosed by the Society's acceptance of extensive benefits in 1970-72, and was contrary to public interest and settled development. It was submitted that the learned Single Judge's findings on title, lapse of acquisition, and non-applicability of laches are all erroneous and deserve to be reversed.

ISSUES FOR DETERMINATION

21. On the cross-Appeals and the record, this Court frames the following issues for determination. The issues are confined to matters raised in the LPAs and to the materials on record:

21.1 Whether the findings of the learned Single Judge on delay and laches, particularly the conclusion that the Society's claim was not barred despite the long gap between 1969-1997, are legally sustainable in the facts and circumstances of the case?

21.2 Whether the allotment of plots in Pitampura to members of the Society in the 1970s constituted abandonment, waiver, estoppel, or satisfaction of the Society's claim in respect of the writ land?

21.3 Whether the learned Single Judge was justified in directing initiation of fresh acquisition proceedings under the Land Acquisition Act, 1894, in respect of the writ land nearly four decades after the original notifications?

21.4 Whether the learned Single Judge was justified in directing assessment and payment of compensation/rent/damages for the alleged period of deprivation, including reliance upon ***R.L. Jain*** (supra), and whether such relief could have been granted in a writ



petition in the absence of pleadings or a specific prayer?

21.5 Whether the learned Single Judge erred in placing reliance upon the correspondence, minutes of meetings, and administrative notings of the 1970s-1990s, and whether such material could be construed as acknowledgement of the Society's title or of lapse of acquisition?

21.6 Whether the direction awarding costs of Rs.25,000/- against the DDA was justified in the facts of the case?

ANALYSIS & FINDINGS

22. This Court has given thoughtful consideration to the rival submissions advanced on behalf of the parties and have minutely examined the original record, the documentary materials produced before the learned Single Judge, the pleadings in the writ petition, and the respective Memoranda of Appeal. The issues framed hereinabove are inter-connected and require a sequential adjudication. Before doing so, it becomes necessary to briefly set out the principal reasons that weighed with the learned Single Judge while allowing the writ petition.

23. The learned Single Judge, in substance, held as under:

- i. that an acknowledgment of a subsisting claim extends limitation, and that an acknowledgment accompanied by a promise to satisfy the claim revives or resurrects it;
- ii. that continuous representations made by the Society, the status report of the Deputy Commissioner after demarcation, the re-



notification of the land in 1969, and the joint meetings held between 1996 and 24.01.1997 collectively demonstrated absence of delay;

iii. that even after the writ petition was filed, the Land & Building Department initiated remedial steps, signifying that the Society's claim had never been treated as closed;

iv. that the cause of action would arise only when the claim was unequivocally rejected;

v. that the Society, in its communication dated 17.10.1974, had not abandoned, waived, or relinquished its claim to the writ land;

vi. that the allotment of land at Pitampura under Category-IV of the Government Policy, for which consideration was charged, did not amount to abandonment of the Society's original entitlement;

vii. that the resolution dated 03.05.1964 also did not constitute abandonment; and

viii. that the letter dated 16.08.1972 did not conclusively show whether any compensation had been paid for the writ land, and in the absence of unimpeachable evidence the plea of receipt of compensation could not be accepted.

24. In the writ petition, the Society sought restoration of possession of approximately 18 acres (76 bighas 1 biswa) (writ land) out of the original extent of 425 bighas 16 biswas. In the alternative, it prayed for allotment of an equivalent extent of land in the vicinity. There was no dispute concerning the remainder of the land. The material on



record indicates that the writ land came to be utilised by the DDA after the land was placed at its disposal in 1974, and residential development, including the Alaknanda Project, took place thereon. In its letter dated 17.10.1974, the Society expressly recorded that it had been allotted 45 acres of land at Pitampura, and that “the claim of all the members stands satisfied,” further stating that no additional land was required. This contemporaneous declaration constitutes a significant piece of evidence and strongly suggests that, as on that date, the Society regarded the claims of its membership as having been fully settled, however overlooked by the learned Single Judge.

25. It is also a matter of record that the allotment of 45 acres land at Pitampura was made to the Society under Category-IV of the Government Policy governing allotments to cooperative group housing societies. The relevant portion reads as under –

“Plot holder societies which had merely asked for acquisition or allotment of land. Allotment of land to the Cooperative House Building Societies. ”

Category-IV dealt with “plot-holder societies which had merely asked for acquisition or allotment of land.” It did not deal with societies whose lands had actually been acquired or had vested in the Government under the Land Acquisition Act, 1894. This distinction is material, since, after the earlier acquisition proceedings *qua* the writ land were quashed by this Court, no subsequent acquisition was ever completed: although a fresh Section 4 notification was issued in 1969, it was never taken to its logical conclusion and no award was ever passed. In the absence of an award, the writ land never stood acquired in law. Consequently, the Society’s case did not fall under Groups I to



III of the policy framework, and it was accordingly processed under Group IV. Though an offer of 65 acres was made, the Society accepted only 45 acres.

26. The conclusions of the learned Single Judge on issues (v), (vi) and (vii) cannot be sustained, as they overlook a series of material contemporaneous document.

i. *Vide* letter dated 12.02.1964, the Delhi Administration informed the Society that no serviced land was available for allotment for at least the next 5 to 10 years. The aforesaid letter is extracted as under:

“BY REGISTERED POST

WITHOUT PREJUDICE

DELHI ADMINISTRATION
(Land & Housing Department)

No.P.15 (105) 59-L&H

February 12, 1964

From

Shri Jagmohan
Deputy Housing Commissioner,
Delhi Administration, Vikas
Bhawan, Indraprastha Estate,
New Delhi.

To

The Secretary,
The Uttar Pradesh Samaj Cooperative
House Building Society Limited,
6-D, Karol Bagh, New Delhi

Subject: Allotment of land to Group IV societies under the scheme of 'large-scale acquisition, development and disposal of land in Delhi'.

Sir,

I am directed to say that there is no land available with the Delhi Administration now, where municipal services can be provided in the next five to ten years. Since, however, your society is pressing for immediate finalisation of the case, 65 acres of undeveloped land can be leased out to your society, if it furnished the following:



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- (a) Resolution passed by the general body of the society to the effect that the society is specifically asking for allotment of land in the area in which municipal services are not likely to be provided in the next five to ten years; and
- (b) A declaration on a stamped paper that the society would not demand or agitate, either itself or otherwise, for provision of municipal services in the area in which land is allotted to it.

2. The broad location of the areas in which allotment can be made to your society has been indicated in the enclosed map. A brief description of these areas has also been given on the said map. The exact site can be marked only when the draft zonal plan has been prepared and road pattern worked out.

3 The amount of premium payable by your society for the undeveloped land will depend upon the number and sizes of the plots proposed to be carved out by your society, and the site chosen, but in no case, it is likely to be less than Rs. 8/- per sq.yds. inclusive of departmental and other charges.

4. You are requested to intimate, within a period of three months from the receipt of this letter, whether your society is prepared to furnish the undertakings specified in para 1 above and get undeveloped land allotted in terms of these undertakings. It may please be noted that the society would be required to provide its own services and develop the land within a period of three years of the date of handing over of possession.

5. Yours choice in respect of the areas indicated on the map referred to in para 2 above may also be given, in order of preference.

6. Kindly note that no correspondence will be entertained about the exact location of the area and other matters at this stage: Such issues would be considered only after hearing from you in reply to this letter.

7. This also disposes of your pending reference, if any.

Yours faithfully,

Sd/-

(Jagmohan)

Deputy Housing Commissioner,
Delhi Administration,
Delhi

P.T.O.

No.F.15(105)/59-L&H

Dated, the 12 February, 64

8. Copy forwarded to Shri Moti Ram, Assistant Registrar, Co-operative societies, with the request that he may kindly send his report



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about the general working of this Society and also favour us with his recommendation, about the proposed allotment. A copy each of the latest inspection report and audit report may kindly be sent within a period of 3 months.

*Sd/-
(Jagmohan)
Deputy Housing Commissioner,
Delhi Administration,
Delhi”*

It nevertheless offered 65 acres of undeveloped land on specific conditions requiring (a) a General Body resolution expressly acknowledging the absence of municipal services for the next 5-10 years, and (b) a declaration that the Society would not demand such services. This communication formed the very basis on which the Society elected to seek undeveloped land. The Resolution dated 03.05.1964 reads as under –

"Copy of the resolution passed unanimously in the special Meeting of the General Body of the Uttar Pradesh Samaj Co-operative House Building Society . Ltd., 6-0, Karol, Bagh, New Delhi held on the 3rd May 1964 in the Constitution Club, Curzon Road, New Delhi under the Chairmanship of Sh. D.N.Goyal, Under Secretary, Ministry of Food & Agriculture, Govt. of India, New Delhi

This Special Meeting of the General body of the Uttar Pradesh Samaj Cooperative House Building Society Ltd., resolves to request the Delhi Administration to release to the society the undermentioned lands purchased by the Society through its own efforts:-

in village Jogabai 11 bighas 6.4 biswas purchased before 13.11.59

in village Bahapur 23 bighas

in village Tughlakabad and Tekhand 425 bighas 16 biswas purchased after obtaining a Certificate from the Delhi Administration vide their letter no. F 15 (105)/59-L & H, dated 14.06.60.

The case of the Society in respect of release of lands is analogous to those of Maharani Bagh, New Friends and Govt. Servants Co-operative House Building Societies to whom lands which they had purchased before issue of notification under Section 4 of the Land Acquisition Act were released, in that in village Jogabai the society purchased 11 big has 6.4 biswas of land before 13.11.59, the date of the General Freeze order and in respect of 213 bighas 14 biswas of land in villages Tughlakabad and Tekhand, notifications under Section 4 in respect of which were issued vide Nos. F. (4)/60/62-L&H, dated 11.09.62 and F. (4)/60/62-L&H, dated



07.03.63 published in the Delhi GC'lzettes dated 02.02.62' and 21.03.63 respectively i.e. after the purchase of our lands and no notification in respect of 47 bighas 3 biswas of land has to date been issued. This Special meeting further resolves that in case the above claim of the society is accepted by the Delhi Administration, the society is prepared to furnish the undertakings specified in para 1 of the Delhi Administration letter no. F15 (105)59-L&H, dated 12.02.64 and would agree to provide its own services and develop the land within a period of three years of the date of handing over of possession.

2. This Special meeting of the General body further resolves that in case the Delhi Administration does not see its way to release the lands purchased by the Society, to which it has a legal and valid claim, the Society may be released lands in the following priorities:

- a) Land on the Najafgarh Road north of Shakur village.
- b) Land on the Najafgarh Road about 9.1/2 mile stone and near Hashtsal village.
- c) Land on the Rohtak Road near 7 mile stone from Delhi and about 1000 ft. away from the Road.

And that the Society is specifically asking for allotment of land in the above areas in which Municipal Services are not likely to be provided in the next five to ten years and that the Society would not demand or agitate either itself or otherwise for provision of Municipal Services in the area in which land is allotted to it by Delhi Administration. The Society, however, considers that it should be allotted at least an equal area to that which it has purchased and at the prices which it has paid. In this connection our memorandum dated 31.01.64 to the Chief Commissioner and its reminder dated 27.04.64 and our various interviews with him and letter dated 28.03.64 and 27.04.64 to Sh. K.L.Rathi, Housing Commissioner, Delhi also refer.

This meeting authorizes the Secretary to sign the declaration on a stamp paper as required by the Delhi Administration.

Sd/- J.P.Goel.
Secretary.

ii. Pursuant to the abovementioned letter, the Society forwarded to the Government, under its communication dated 12.05.1964, the required General Body resolution passed on 03.05.1964. The said communication reads as under –

“Letter dated 12.05.1964

The UTTAR PRADEESH SAMAJ
CO-OPERATIVE HOUSE BUILDING SOCIETY LTD.

No. 6-D, Karol Bagh
New Delhi, the 12th May, 1964



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To,

*The Housing Commissioner,
Delhi Administration,
Vikas Bhawan, Indraprastha Estate
New Delhi.*

Dear Sir,

In continuation of our letter of the 8th instant, we enclose herewith on non-judicial Stamp paper for Rs.12/- the resolution passed unanimously in the Special meeting of the General body of the Society held on the 3rd May 1964.

*Yours faithfully
for the Uttar Pradesh Samaj Co-op.
House Building Society Ltd.
Sd/-
(J.P. Goel)
Secretary*

This resolution, furnished on a non-judicial stamp paper, was unequivocally intended to comply with the conditions stipulated by the Delhi Administration. The forwarding of this resolution clearly evidences the Society's conscious election to take undeveloped land in lieu of pressing any claim to serviced land or restoration of possession of its erstwhile holdings.

iii. Thereafter, on 19.03.1974, an agreement was executed between the President of India and the Society with respect to 120 bighas 75 biswas of land at Mangolpur Kalan. Shortly thereafter, on 17.10.1974, the Society categorically conveyed to the Delhi Administration that it was satisfied with the allotment of 45 acres at Pitampura, Delhi, that the claims of all its members stood settled, and that it had no further requirement of land. In face of these explicit declarations, the conclusion of the learned Single Judge that there was no abandonment, waiver, or relinquishment of claim cannot be sustained.



iv. A holistic reading of the Society's correspondence, the resolution of 03.05.1964, the Government's communications, and the Society's acceptance of 45 acres at Pitampura demonstrates that the allotment of Pitampura land was intrinsically connected with the Society's acceptance that the earlier 18-acre parcel had not been, and would not be, returned. As the Petitioner Society's case did not fall within Groups I to III, 45 acres (although originally 65 acres was offered) was allotted in lieu of the 18 acres, under Category-IV, which has already been extracted above. The mere fact that a price was charged cannot sever this intrinsic linkage, particularly when the Society itself, by its letter dated 17.10.1974, acknowledged that the claims of its membership stood fully satisfied.

27. The learned Single Judge also failed to appreciate that the writ petition suffered from unexplained delay and laches. After 1974, the Society did not produce a single contemporaneous communication asserting any right to the 18-acre parcel or seeking alternative land in lieu thereof. Even assuming, for argument's sake, that the Society could await the outcome of the 1969 re-notification, the period for passing an award lapsed in 1986. Nonetheless, the writ petition was instituted only on 09.04.1997, whereas the constitutional remedy under Article 226 is required to be invoked forthwith. The record further shows that there was no representation whatsoever between 1974 and 1986, a period of 12 years. The first request for demarcation was made only in 1986, and the first request for restoration of possession was addressed to the DDA only in 1988. The joint meetings held in 1996-1997 cannot revive a claim long barred. Under



Section 18 of the Limitation Act, 1963, an acknowledgment must be made before expiry of limitation; acknowledgments made thereafter cannot resurrect a time-barred claim.

28. Section 25 of the Indian Contract Act, 1872 is equally of no assistance. That provision merely validates an agreement to pay a debt barred by limitation, provided such agreement is in writing and signed by the debtor. In the absence of such an agreement, Section 25 does not revive a time-barred claim. The period of limitation for a suit seeking alternative allotment is three years, and for recovery of possession of writ land is twelve years, from the date of accrual of cause of action. On any reasonable computation, limitation had expired long before the writ petition was filed in 1997.

29. The Society was also fully conscious of the fact that restoration of possession was, in practical terms, impossible, since multi-storeyed residential flats had already been constructed on the land and allotted to numerous third-party allottees, none of whom were impleaded in the writ petition. Even if the claim is viewed as one seeking alternative allotment, limitation would have commenced at the latest in 1986 when the time for making the award under the 1969 notification expired. The writ petition filed in 1997 is, therefore, *ex facie* barred by limitation as well as laches.

30. Further, the reliance placed by learned counsel for the Appellant/Society upon the orders dated 14.01.2003 and 04.03.2003 respectively, also does not advance its case. The said orders are a part of the daily orders passed by the Court from time to time and do not



finally adjudicate the rights of the parties. Such orders merely constitute the observations made by the Court without completely hearing of the case. Hence, the aforesaid observations would not bind the Court while finally adjudicating rights of the parties.

31. Next, the learned Single Judge overlooked that certain material issues raised in the writ petition involved disputed questions of fact, unsuited for adjudication under Article 226. One such issue concerned the alleged payment of compensation for the 18-acre parcel. The Government had at one stage asserted that compensation had been disbursed; the Society denied receipt. Whether compensation was in fact received is purely a question of fact, requiring evidence. Such a matter could not have been conclusively determined in writ jurisdiction. The learned Single Judge erred in adjudicating upon this disputed issue without directing the parties to lead evidence.

32. The learned Single Judge also proceeded to direct the Respondents to compute and pay compensation/rent/damages for the alleged period of deprivation, relying upon the principle enunciated in **R.L. Jain** (supra). The reliance is misplaced for several reasons. First, **R.L. Jain** (supra) applies to cases where the State takes possession *without completing acquisition* but subsequently issues a valid acquisition notification, thereby enabling compensation for the “interregnum period.” In the present case, no lawful possession was taken pursuant to any completed acquisition; nor is there any subsequent acquisition. Secondly, the writ petition contained no foundational pleadings, no quantification, no evidence, and no specific prayer seeking compensation or mesne profits. Thirdly, several of



these aspects are quintessentially factual, requiring a trial. Awarding monetary compensation in writ proceedings, in the absence of pleadings or proof, is impermissible. The directions of the learned Single Judge therefore cannot be upheld.

33. Issue also arises regarding the Single Judge's reliance upon administrative correspondence, internal notings, and minutes of meetings of the 1970s-1990s. These materials do not constitute acknowledgment of title, nor do they reflect admission of liability. Internal notings merely represent an opinion of a departmental officer and do not bind the Government unless crystallised into a final and communicated decision. The Supreme Court has consistently held that administrative notings do not confer rights nor create enforceable obligations. Similarly, inter-departmental discussions or meetings convened to ascertain factual positions cannot be construed as acknowledgment under Section 18 of the Limitation Act, particularly when they occurred long after limitation had expired. The learned Single Judge erred in elevating these materials to the status of conclusive evidence.

34. This Court must also take note of a critical factual backdrop: the subject land has undergone irreversible development. Flats have been constructed, allotted, and occupied for decades by numerous third-party beneficiaries. Urban planning layouts have been finalised. Community facilities and essential infrastructure have been built. To disturb this settled position would cause chaos, unsettle vested rights, and defeat the principle of finality in public administration. The Supreme Court has consistently emphasised that courts must refrain



from unsettling long-settled public developments, especially in matters relating to large-scale urban planning. The learned Single Judge's directions, if implemented, would undermine these foundational principles.

35. The crucial contemporaneous documents of 1964-1974, discussed in detail above, unequivocally establish that the Society voluntarily accepted an allotment under Category-IV of the Government Policy, and itself declared that "the claim of all the members stands satisfied." This language is unambiguous. It constitutes a categorical acceptance of settlement and an express waiver of any further claim. The subsequent conduct of the Society, remaining silent for more than a decade, further fortifies this position. The learned Single Judge erred in disregarding these determinative documents on untenable grounds.

36. Viewed holistically, the Society's claim is barred on multiple, independent grounds:

- i. abandonment and waiver in 1974;
- ii. delay and laches spanning more than two decades;
- iii. absence of any enforceable right after acceptance of Category-IV allotment;
- iv. impossibility of restoration due to irreversible public development;
- v. bar of limitation under the Limitation Act;



Each of these grounds is fatal. The Society's Appeal consequently merits dismissal.

37. Turning to the Appeal preferred by the DDA, this Court finds that although the conclusions of the learned Single Judge cannot be sustained, the operative directions ultimately issued in favour of the Society are liable to be set aside in their entirety. The challenge raised by the DDA to other incidental observations in the Impugned Judgment calls for no separate adjudication, as those observations no longer survive.

38. For the reasons recorded hereinabove, Issue Nos. 21.1 to 21.6 stand answered against the Society and in favour of the Respondents. Consequently, the Impugned Judgment cannot be sustained.

39. Both the Letters Patent Appeals, therefore, deserve to be disposed of in the manner indicated in the operative portion of the judgment.

OPERATIVE DIRECTIONS

40. In view of the foregoing analysis and the conclusions arrived at on Issues 21.1 to 21.6, this Court holds that the Impugned Judgment passed by the learned Single Judge cannot be sustained in law or on facts. The findings returned therein on limitation, delay and laches, abandonment and waiver, direction to initiate fresh acquisition proceedings, reliance on administrative notings, and grant of compensation/rent/damages, stand set aside.

41. Accordingly, LPA 143/2007 (filed by the DDA) is allowed, to



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the extent that the Impugned Judgment is quashed and set aside.

42. LPA 2114/2006 (filed by the Society), premised upon the very findings which stand disapproved herein, is consequently dismissed. The Society has failed to establish any surviving enforceable right in respect of the writ land, or any entitlement to restoration, fresh acquisition, or compensation/damages.

43. In the facts and circumstances of the case, and having regard to the long lapse of time and the irreversible development that has taken place on the land, no further directions are warranted.

ANIL KSHETARPAL, J.

RENU BHATNAGAR, J.

NOVEMBER 21, 2025

jai/pal