

(2007) 05 DEL CK 0062

In the Delhi High Court

Case No : Writ Petition (C) 775 and 4290 of 2007 and CM 1458 of 2007

Jaipal Vidyalkar and Others

APPELLANT

Vs

D.D.A. and Others
 Sabha Chand (deceased) through
LRs. Vs Vice Chairman, D.D.A. and Another

RESPONDENT

Date of Decision : 30-05-2007

Acts Referred:

Land Acquisition Act, 1894 — Section 4

Citation : (2007) 141 DLT 262 : (2007) 96 DRJ 385

Hon'ble Judges : Dr. S. Muralidhar, J

Bench : Single Bench

Advocate : Sanjay Sharawat, in W.P. C 775 /2007 and CM 1458/2007, Parag Tripathi and A.S. Mathur, in W.P. C 17893-18025/2006 and CMS 14881/2006, Amita Gupta and Archana Vashishth, in W.P. C 18697/2006 and CM 15497-98/2006, R.K. Saini, in W.P. C 965/2007 and CM 1702/2007 and Kanwar Udai Bhan, in W.P. C 4290/200, for the Appellant; Rajiv Bansal in W.P. (C) 18697/2006, 775, 965 and 4290/2007 and CM 1702 and 15497-98/2006, 1458/2007, 17893-18025/2006 and CMS 14881/2006, Sanjay Poddar and Sachin Nawani, for LAC in W.P. (C) 775 /2007 and CM 1458/2007, Abhishek Manu Singhvi and Kailash Vasdev, Atul Sharma, Ravi Varma, Milanka Chaudhury and Surbhi Sharma, in W.P. (C) 18697/2006, 775 /2007 and CM 15497-98/2006, 1458/2007, Abhishek Manu Singhvi and Kailash Vasdev, Atul Sharma and Surbhi Sharma for DIAPL in W.P. (C) 17893-18025/2006 and CMS 14881/2006, W.P. (C) 965/2007 and CM 1702/2007, Sanjay Jain Anjana Gosain and Tani Sudan for AAI in W.P. (C) 775 /2007 and CM 1458/2007, Sanjay Jain Anjana Gosain and Divya Jain for AAI in W.P. (C) 17893-18025/2006 and CMS 14881/2006, W.P. (C) 18697/2006 and CM 15497-98/2006, A. Narayan, for Sandeep Aggarwal, for DJB in W.P. (C) 775 /2007 and CM 1458/2007, Viraj R. Dattar, for BSES Rajdhani Power Ltd. in W.P. (C) 775 /2007 and CM 1458/2007, Monika Garg and Saurabh for UOI in W.P. (C) 17893-18025/2006 and Sanjay Jain A.P. Vinod and Divya Jain, Advocates for R-3 in W.P. (C) 965/2007 and CM 1702/2007, for the Respondent

Judgement

S. Muralidhar, J.

Introduction

1. These writ petitions are by residents of village Nangal Devat who have been found eligible for allotment of alternate plots of land in Village Rangpuri in lieu of the abadi lands acquired in Nangal Devat for the purposes of expansion of the international airport at Delhi. The Petitioners approached this Court when letters dated 11.1.2007 and 19.1.2007 were issued by the Delhi Development Authority ('DDA') allotting the plots in Rangpuri subject to certain conditions. The principal grievance of the Petitioners was that the time indicated in the letters for handing over possession, i.e., 31.1.2007 was too short. It was further stated that the site where the alternate plots were located, was not developed and lacked basic infrastructure. Thirdly, the conditionalities attached to the letters were onerous and prejudicial to the Petitioners.

2. The scheme for rehabilitation of land-holders in village Nangal Devat whose lands were acquired for expansion of international airport was mooted during the course of the hearing of Writ Petition (Civil) No. 481 of 1982 (Daryo Singh v. Union of India and Anr.) and batch in this Court. Those petitions challenged the acquisition of the lands in village Nangal Devat by means of a Section 4 Notification issued in 1972. An Award was issued in 1986. The Airport Authority of India (AAI), for whose benefit the acquisition has taken place, informed this Court during the course of the hearing of those writ petitions that a scheme for rehabilitation would be framed and implemented. On that basis the challenge to the acquisition was withdrawn by the Petitioners.

3. Thereafter the Court was engaged in ensuring the implementation of this scheme of rehabilitation. This involved allotting plots of land of various sizes in village Rangpuri. Detailed orders were made by this Court from time to time to ensure that the claims of the landholders for alternate plots would be decided in an expeditious manner. That aspect of the matter has been separately considered in another batch of petitions.

4. For the purposes of the present petitions what is relevant is that the AAI is involved in a joint venture with the Delhi International Airport Pvt. Ltd. ('DIAPL') [Respondent No. 3 in the lead petition, i.e., Writ Petition (Civil) No. 775/2007]. For executing the contract for the expansion of the international airport, the acquired lands in village Nangal Devat are to be handed over to the Respondent No. 3 ultimately. That is how Respondent No. 3 is a party to the present proceedings.

5. As far as the DDA is concerned, its role was to develop the land at Rangpuri and also determine by draw of lots the persons who would be eligible for allotment of alternate plots. It was also to issue the allotment letters. That is how the impugned allotment letters came to be issued by the DDA.

6. During the course of the hearing of these matters, the Court directed the impleadment of the Delhi Jal Board (DJB) as well as the BSES Rajdhani Power Limited (BSES) as party respondents.

7. At the very first hearing of these petitions on 1.2.2007, this Court after noticing the issues involved, made the following observations and directions:

The Court is also conscious of the fact that the entire issue of acquisition of land in Village Nangal Dewat, for the purpose of expansion and development of Delhi Airport by the joint venture of AAI and respondent No. 3 [Delhi International Airport (Pvt.) Ltd.], has been engaging the attention in the Court since 2004. Periodically, orders have been passed by different Benches of this Court in various petitions. Even on 1.12.2006, this Court had an occasion to deal with a similar issue in a batch of writ petitions [WP (C) 17893/2006 Man Singh and Ors. DDA]. This Court is also conscious of the fact that even while the project is a time bound one, the human factor of rehabilitation of the villagers displaced respectful of their basic rights is also to be taken care of.

Considering the above factors, it appears that the balance of convenience at the present stage is in favor of the petitioners in granting stay of their dispossession failing which hardship would be caused to them. Keeping in view that this is a time bound project, the Court is of the view that the interim order should continue only till such time the situation is conducive for the petitioners to be meaningfully rehabilitated at the alternative plots. It is made clear that this interim order will be subject to further directions and orders, which may be issued by this Court.

8. Thereafter these petitions have been heard from time to time and the various issues that required to be ironed out were identified. In its Order dated 5.3.2007, the Court listed out the various issues that would arise for consideration as under:

After submissions were heard for some time, the following points emerged during the discussion:

(a) As regards the letter dated 19.1.2007 issued by the Delhi Development Authority ("DDA") to each of the allottees of the alternative plots in Village Rangpuri in lieu of the plots acquired in Village Nangal Dewat, the counsel for the DDA clarifies that the allotment is on freehold basis. On instructions, Mr. Anil Sapra, learned Counsel for the DDA does not dispute that the restrictions spelt out in Clause 2 of the said letter dated 19.1.2007 are not consistent with the allotment of plots on freehold basis. He further states on instructions that this clause will have to be either deleted or corrected.

(b) As regards Clause 5 of the allotment letter which requires the allottee to hand over possession on or before 31.1.2007, Mr. Anil Sapra again on instructions states that DDA unconditionally withdraws the said clause. In any event the deadline of 31.1.2007 having been crossed, a fresh time limit would require to be stipulated depending on the further developments in the matter. (c) As regards Clause 6 of the letter dated 19.1.2007, this again will have to be realistically worked out so that the two events, i.e., surrendering of possession by the petitioners of the lands in Village Nangal Dewat (Abadi) and putting the petitioners in possession of the plots in village Rangpuri, take place

simultaneously.

(d) As regards the Clause 7 of the letter dated 19.1.2007, Mr. Sapra states that he will obtain instructions and file an affidavit indicating whether the purpose earmarked for the plots in Village Rangpuri is residential as per the Master Plan for Delhi. This clarification is necessary in order to avoid any complication in future in this regard.

(e) Counsel for the petitioners objects to the requirement that each of the allottees should give an affidavit to the DDA "that neither I nor my husband/ wife nor any of my minor and or dependent children or dependent parents or dependent minor sisters/ brothers, ordinarily residing with me, own in full or in part on lease hold or free hold any residential plot of land or a house or flat have been, allotted on hire purchase basis a residential land or house in Union Territory of Delhi." Counsel for the petitioners submits that this is a standard clause whenever DDA makes an allotment of a plot or a flat, and this cannot apply in the instant case where land is being allotted pursuant to a rehabilitation scheme. In reply, Mr. Sapra submits that even when land is allotted by way of a rehabilitation policy, such an affidavit will be insisted upon the DDA. Nevertheless, he states that DDA will examine this request and the affidavit can be modified and the proforma will be submitted along with an affidavit before the next date of hearing.

(f) The final objection of the petitioners is to the charging of market rates for the excess land that might fall to the lot of a person who is allotted an alternative plot. In the affidavit dated 17.2.2007 filed by the DDA, the Minutes of the Meeting held on 11.12.2006 have been enclosed. This indicates that three options were given to such allottees who did not want the excess land. The petitioners suggest that these conditions are cumbersome and if there are corner plots, the excess land should be merged with the road or parking. Mr. Sapra fairly states that those if petitioners who are facing such difficulties make a representation to the DDA within three days. The DDA will take a decision on such representation and communicate it to the petitioners before the next date of hearing. Mr. Sapra points out that necessary changes to reflect the points that have emerged as indicated in paras (a) to (f) above will have to be incorporated in the revised allotment letter. Mr. Sapra suggests that a draft of such letter will be re-worked and filed along with an affidavit before the next date of hearing.

As regards the infrastructure and basic amenities available at the plots in Village Rangpuri, Mr. Sapra states that the erstwhile Delhi Vidyut Board ("DVB") in 1992 erected electricity poles and also laid electricity cables. Unfortunately those have been stolen by now due to lack of security at the site. He says that presently the BSES Rajdhani Power Limited is the concerned agency for providing electricity in the area. Although negotiations took place between the DDA and the BSES Rajdhani Ltd., those remained inconclusive.

Upon an oral request made by learned Counsel for the petitioners, BSES

Rajdhani Limited is impleaded as a respondent in the array of the parties in the lead matter [WP(C) 775 of 2007]. The petitioners will serve a copy of the complete paper book to the Standing Counsel of BSES Rajdhani Power Limited within two days.

As regards the water supply, a direction is issued to implead Delhi Jal Board ("DJB"). On the request of learned Counsel for the petitioners, DJB is made as a respondent in the array of the parties in the lead matter [WP(C) 775 of 2007]. The petitioners will serve a copy of complete paper book to the Standing Counsel of DJB within two days.

Learned Counsel appearing for the Delhi International Airport Pvt. Limited (DIAPL) informs the Court that the lands in Village Nangal Dewat are immediately required for the construction of runway. DIAPL is directed to inform the Court by the next date of hearing on affidavit enclosing therewith rough sketch/plan/map to indicate the exact area of construction that is proposed in the next two months. It will also indicate the location of such construction site relative to the location of the Village Abadi. DIAPL will indicate when it proposes to start the construction and how long it will take for the completion of such construction. This information is necessary to enable the Court to give appropriate directions for relocating some of the residents of the Village Nangal Dewat in the manner that cannot, if avoidable, restrict the construction activities. Learned Counsel for the DIAPL states that he will file an affidavit on these aspects before the next date of hearing.

The last aspect is about having a single window system for fast-tracking the approval of building plans by the DDA. Mr. Sapra points out that there is a wide range of plots that have been allotted beginning with 26 sq.m and up to 650 sq.m. In the circumstances, he submits that it is not possible to have a standard building plan. Mr. Parag Tripathi, learned senior counsel appearing for the petitioners suggests that if there can be 3 or 4 standard plans, and an option is given to the plot holders to opt for any one such plan for fast-track approval, then the delay may be avoided. This suggestion appears to be reasonable. Learned Counsel for the DDA seeks to respond to the suggestion on affidavit before the next date of hearing.

The further affidavit by the DDA and affidavit by the DIAPL will be filed not later than 12.3.2007.

9. During this period from 1.2.2007 onwards there has been an interim direction restraining the authorities from dispossessing the Petitioners from village Nangal Devat. There are nearly 200 Petitioners in these writ petitions in whose favor there has been an interim order. Pursuant to the directions issued by this Court, affidavits have been filed by the Respondents on the various issues highlighted in the Order dated 5.3.2007.

The Allotment Letter

10. The first issue concerns the allotment letter itself. Along with the affidavit dated 13.3.2007 of the DDA, the revised draft of the allotment letter has been enclosed. The revised draft indicates that allotments of the plots in Rangpuri is on freehold basis. It is made clear that the allotment letter will not confer legal right, claim or interest on the allotted plot "till the possession of land in village Nangal Dewat (abadi) in lieu of which the above plot have been allotted to you, is handed over to LAC and the certificate to that effect is submitted to Airports Authority of India & DDA." Clause 2 of the impugned allotment letter dated 19.1.2007 stands deleted.

11. However, the condition concerning the excess area of the plots, the rate that would be charged for the excess area, and the affidavit required to be submitted by each of the allottees were issues to which there was an objection raised by the counsel appearing for the Petitioners. During the course of the deliberations a statement has now been made by Mr. Sanjay Jain, the learned Senior Counsel appearing for the AAI, on instructions, that there would be no compulsion whatsoever on any of the allottees to purchase the excess area over and above the eligibility limit. It is stated that the excess area that is not agreed to be purchased by the allottee, will be left out as a green area and appropriate steps would be taken by the AAI itself to preserve it as such. In that view of the matter, the question of those not wanting the excess area having to swap their plots with anyone else who may be willing to purchase it, does not arise. It is, Therefore, understood by all the counsel for the parties, including the AAI and the DDA that the allotment letter which will now be issued to the allottees will indicate that there is no compulsion on an allottee to purchase the excess area and that such excess area which is not purchased will vest with the AAI.

12. As regards the condition regarding the affidavit required to be submitted by each of the allottees, the DDA has along with its affidavit dated 16.5.2007 placed a draft proforma which no longer contains a condition that the allottee or spouse of the allottee or a relative of the allottee, should not own any other immovable property in Delhi. With that conditionality having been taken away, the only other condition that has been objected to by the counsel for the Petitioners is the requirement that they should erect a residential building as per plan within a period of six months from the date of handing over the possession of the plot at Rangpuri.

13. Arguments have been advanced both by Mr. Saini and Mr. Sharawat, the learned Counsel for the Petitioners that this condition of having to erect a building within six months from the date of being put in possession of the plot at Rangpuri is onerous and unfair. It has further been submitted that at least two years" time, which is generally given for constructing plots that are purchased from DDA, should be granted and that a shorter period is not reasonable. It is submitted that there may be difficulties in arranging for finances and that in any event if the plot is given on freehold basis, there ought not be any such restriction at all.

14. The Court is of the view that these plots having been allotted by way of rehabilitation and are meant to ensure that those being displaced from village Nangal Devat should not be without a shelter. With that objective in mind, the conditionality that a dwelling unit should be erected within six months from the date on which the allottee is put in possession of the plot at Rangpuri, does not appear unreasonable. However, considering the submission made, the Court directs that the DDA will permit an extension of the said period by a further six months upon the allottee showing the extenuating circumstances and justification for such extension. There will be no imposition of composition fee till the expiry of this extended period of six months. The clause in the fresh allotment letter will be stand modified accordingly.

15. Thus all the objections to the letter of allotment as well as the affidavits to be furnished by each allottee have been taken care of.

Water supply

16. The Court has throughout these proceedings emphasised the need for time bound steps to be taken by various authorities. Affidavits have been filed by the DJB in regard to the supply of water. In its affidavit dated 23.3.2007, the DJB has informed the Court of its steps that it has taken to provide to a sewerage system as well as the overall supply of water to the area concerned. Although the overall scheme for providing water is likely to take till 2011, it is stated that in the intermediate period "service of supply of water and sewerage is carried out by the developing agency through its own sources, that is by implementing tubewell or through tankers." This Court directs that considering the urgency of the matter, the DJB will supply water to the allottees of the plots at village Rangpuri through water tankers upon the usual charges for such supply. The supply will be adequate and commensurate with the needs of the allottees of the plots at village Rangpuri.

17. In para 7 of its affidavit dated 16.5.2007, the DDA has stated as under:

As regards water supply and G.I. pipe, it is submitted that water supply line as per previous approved lay out plan were laid previously and already exists at site. Under ground water tank including pump house already exists at site 10 Nos. tube wells which bored by DDA are also there. The work of G.I. connection from tube well to underground tank for boosting in water mains is in progress and 80% work has been completed. The remaining work is completed by 31.5.07. The work of remaining C.I. water lines which has to be laid only on newly constructed road as per modified plan has been taken up and the same will be completed by 30.6.07. The water supply will be started on completion of the work of installation of pumps and of electrification done by BSES.

18. It is directed that the DDA will abide by what it has stated in this affidavit and complete the laying down of the C.I. water pipes by 30.6.2007.

19. As regards the water for construction purposes, it is directed that if a request

is made by the allottees to the DJB in that regard, the DJB should favorably consider such request considering the special nature of the problems faced by these allottees.

Electricity

20. On the issue concerning electricity being provided, pursuant to the orders passed by this Court, meetings have been held among the DDA, AAI and the BSES Rajdhani Power Ltd. The outcome of that meeting has been set out in an affidavit dated 28.5.2007 filed by the Manager (P&E) South, BSES Rajdhani Power Ltd. Among other things, it is stated as under:

(ii) Upon the concurrence of AAI to the proposed sites identified by BSES Rajdhani Power Ltd., being received, a complete scheme for providing power supply through underground cables from Vasant Kunj D Block to the Rangpuri layout, including the LT network and street lighting, shall be prepared and provided to the AAI within a period of three weeks thereafter i.e. on or before 18th June, 2007.

(iii) The capital works (i.e. HT feed, ESS & LT feed) will be shared on 50:50 basis and the cost of Non-capital works (i.e. Street lighting & shifting of Net-work etc.) will be borne by AAI in totality as per policy of Company, an MOU setting out the conditions of the scheme shall be executed between the parties.

(iv) That AAI has undertaken that within a week of receipt of scheme, AAI shall make payment of the amounts required of it to BSES Rajdhani Power Ltd, i.e. on or before 25th June, 2007.

(v) That the electrification of the Rangpuri layout project shall be completed by BSES Rajdhani Power Ltd. on or before 25th October 2007 i.e. within a period of four months from the date of receipt of the payment from AAI as aforesaid, subject to all necessary clearances being given by the road owning agency particularly PWD & DDA relating to road cutting permission during the coming Monsoon season and generally expeditious assistance being provided as and when required by the BSES Rajdhani Power Ltd.

It has been assured by the BSES that all efforts would be made to adhere to the above time schedule. It is directed that the BSES will ensure that on or before 25.10.2007, the electrification of Rangpuri lay out project will be completed.

21. A request has being made on behalf of the BSES that necessary clearances should be directed to be given by the road owning agencies particularly the PWD and DDA for road cutting during the monsoon season. It is directed that if the BSES makes such request within a period of 4 weeks from today, such permission would be granted by the PWD and the DDA.

22. The provision of water supply has been linked by the DDA with the installation of pumps and the electrification. Therefore, it is directed that the BSES will stick to the time schedule which it set itself in its affidavit dated

28.5.2007. Since the AAI has also agreed to take steps in terms of the aforementioned affidavit, it is directed that the AAI will also abide by the time limits set forth in the said affidavit.

Offer of rent by DIAPL

23. During the course of these proceedings, in order to help the allottees tide over the interim period where they might be displaced from village Nangal Devat and they may not be able to complete their dwelling units for six months thereafter and offered is being made on an affidavit dated 29.5.2007 by the Respondent No. 3, DIAPL. It has offered to pay rent, maximum of six months pay based on the area of the plot as per Schedule 'A' attached to that affidavit. The DIAPL informed this Court that simultaneous with the taking over the possession of the plot at Nangal Devat, possession of the alternate plots at village Rangpuri, cheque or cheques for the rental amount of six months would also be handed over to the allottees. It is stated that where the allotment of alternate plot is in joint names, the cheque amount will be distributed equally among each such joint allottee. To the Court, this offer appears to be reasonable.

24. However, counsel for some of the Petitioners state that they would prefer not taking rent so offered but still press for being permitted to stay on for six months more time till such time the electrification of village Rangpuri is complete and water supply is assured at the alternate site.

25. To the Court, it appears that given the competing interests and the overall need of adhering to time schedules, it will be reasonable that the offer of six months' rent made by the DIAPL is accepted by such of those allottees who require this assistance for tiding over the time during which the construction at village Rangpuri would be taking place. There will be of course no compulsion on any allottee to accept the rent being so offered.

Sanction of building plans

26. In order to ensure that the sanction of the building plans for the dwelling units at Rangpuri is not unduly delayed, this Court required the DDA to come up with a procedure where the sanctioning of the building plans can be expedited. By its affidavit dated 16.5.2007, the DDA has stated as under:

i. There are 12 category of plot size ranging from 26 Sq.m. to 650 Sq.m. and preparation of standard plans will delay the process of sanctioning of building plan as it is a time consuming process. It will be better for individual owner to get the plan prepared through private Architect and submit the same to the Building Section for approval.

ii. The building plan up to plot size 500 Sq.m. can be got sanctioned from private Architect as per approved scheme of then DDA after completing the documents and drawings as per BBL and notification dated 7.2.2007 as per MPP-2021 dated 22.9.2006. The photocopy of scheme is enclosed as Annexure R-6.

iii. It is suggested that owner will submit building plan separately through private Architect under one window system in DDA and get them cleared in the time bound manner as given in BBL-1983.

27. Thus it appears that it should be possible for each of the allottees, if they submit the building plans as suggested by the DDA within the period aforementioned to have the building plan sanctioned and also commence construction. It is directed that the DDA will abide by what it has stated in para 6 of its affidavit dated 16.5.2007 in regard to the building plans.

Substitution of name in allotment letter

28. An issue has been raised in some of these petitions of the requests for substituting the names of the heirs in the name of the allottees who are not alive. It is stated that these requests usually take a long time to consider and some method has to be devised to expedite this. After some discussion, the Court directs that the following procedure will be adopted:

(a) such of the legal heirs of the allottees (who have expired), who desire substitution and where there is absolutely no competing claim, will file an affidavit of each such person together with affidavits of indemnity whereby they will agree to indemnify the DDA against any claims in future that would be made by any other person in respect of the substitution that has to be granted in their favor.

(b) If these affidavits along with the indemnity are submitted to the DDA, the substitution of name will be granted on that basis within a period of 2 weeks thereafter.

(c) The DDA will prescribe a proforma on which the request will be made. It is directed that the requests for such substitution of names should be made by the legal heirs of the allottees who are deceased on or before 10.6.2007 and if so made, the substitution will be effected on or before 22.6.2007 and the allotment letter in the proforma already agreed upon as directed hereinabove will be issued soon hereafter and in any event not later than 10 days.

29. A concern has been expressed by the counsel for the DDA that the DDA may be indemnified for the costs because the acquisition is taking place for the benefit of the AAI. It is directed that as and when the DDA is faced with such a liability, it will be open to it to seek appropriate remedies in that respect against the AAI. It will also be open to the AAI to take whatever defenses are available to it in such event.

Time for vacating lands at Nangal Devat

30. The time schedule for vacating the lands at village Nangal Devat and being put in possession of the alternate plots has also been discussed. There is of course no agreement between the Petitioners and Respondents on this aspect. The counsel for the Petitioners urged that they should be granted at least six

months time to vacate the plots at village Nangal Devat because according to them, they cannot be asked to vacate till such time the plots at village Rangpuri are fully developed with water and electricity connection being provided. It is submitted that construction of residential units can commence only after water and electricity are provided at Rangpuri. In other words, it is their contention that they should be permitted to continue at village Nangal Devat for a further period of six months after they are put in possession of the alternate plots at Rangpuri.

31. Considering all the submissions made by the counsel for the Petitioners, and keeping in view the other factors including the need for time-bound completion of the project of expansion of the international airport and the offer of six months' rent by the DIAPL, the Court considers it appropriate to direct the vacation of lands at village Nangal Devat will begin on July 1, 2007 and end on 31.7.2007. In other words, the entire programme of vacating the lands at village Nangal Devat and the allottees of alternative plots being put in possession of the said plots at village Rangpuri should commence on 1.7.2007 and end on 31.7.2007.

32. This process cannot take place at one go and will be required to be done in batches. It is directed that the Land Acquisition Collector (LAC) who is present in Court, concerned officials of the DDA and the AAI will draw up a programme and inform each of the allottees as well as the legal heirs of such allottees who are not alive. The programme will be drawn up on or before 15.6.2007. Adequate publicity of the programme will be given to the allottees of the alternate plots at village Rangpuri and in village Nangal Devat by beating of drums and by pasting of notices at prominent places. The LAC will ensure that as far as possible adequate publicity is given to the programme by any other mode including announcements.

33. The Court suggests that an agreed procedure be devised by the LAC and in consultation with the DDA and AAI to ensure minimum inconvenience to the allottees and to those who have to give up possession at village Nangal Devat. If they require the assistance of the police to ensure law and order, they may do so but it is made clear that there will as far as possible be no intimidation or use of coercive action against the people. The use of force will be resorted to only when all other means of obtaining possession by lawful means are exhausted. The AAI will make an arrangement to take over possession from the LAC immediately. Simultaneous with the taking over of the possession, the DIAPL will keep the cheques for rental amount ready and if the persons vacating the premises of land in village Nangal Devat wish to avail that facility, they can accept the cheques. The cheques will be in the name of the allottee shown in the letter of allotment and where it is in joint names, there will be cheques in the pro-rata amounts in respect of each such joint allottee.

34. Counsel for the Petitioners suggests that for the issuance of the revised allotment letters in the format indicated in this order, camps may be held at

village Nangal Devat on 2 or 3 days. Counsel for the DDA suggests that this can happen at some other place in one of the DDA's offices. The Court leaves it to the DDA to decide which is the best possible way it can ensure that the revised letters of allotment are delivered to each of the allottees not later than 22.6.2007.

35. If the vacating of the premises/lands in village Nangal Devat is done in batches, then on the same day when an allottee vacates the land in village Nangal Devat, such allottee will be put in possession of the alternate plot at village Rangpuri. DDA will make sufficient arrangements at both places to ensure that this takes place. It is directed that each of the Petitioners will hand over vacant and peaceful possession of the lands/premises at village Nangal Devat.

Summary of the directions:

36. Since a large number of directions have been issued, the Court considers it necessary to summarise them as under:

(i) The allotment letter to be issued by the DDA to each allottee will be in the revised format as indicated in paras 10 to 14 of this judgment.

(ii) The DJB will supply water to the allottees of the plots at village Rangpuri through water tankers upon the usual charges for such supply. The supply will be adequate and commensurate with the needs of the allottees of the plots at village Rangpuri.

(iii) The DDA will abide by what has been stated in para 7 of its affidavit dated 16.5.2007 and complete the laying down of the C.I. water pipes by 30.6.2007.

(iv) As regards the water for construction purposes, it is directed that if a request is made by the allottees to the DJB in that regard, the DJB should favorably consider such request considering the special nature of the problems faced by these allottees.

(v) It is directed that the BSES will ensure that on or before 25.10.2007, the electrification of Rangpuri lay out project will be completed.

(vi) If the BSES makes a request for road cutting permission within a period of four weeks from today, such permission would be granted by the PWD and DDA.

(vii) It is directed that the BSES will stick to the time schedule which it set itself in its affidavit dated 28.5.2007. Since the AAI has also agreed to take steps in terms of the aforementioned affidavit, it is directed that the AAI will also abide by the time limits set forth in the said affidavit.

(viii) It appears that given the competing interests and the overall need of adhering to time schedules, it will be reasonable that the offer of six months' rent made by the DIAPL is accepted by such of those allottees who require this assistance for tiding over the time during which the construction at village Rangpuri would be taking place. There will be of course no compulsion on any

allottee to accept the rent being so offered.

(ix) It is directed that the DDA will abide by what it has stated in para 6 of its affidavit dated 16.5.2007 in regard to the building plans.

(x) The manner of substitution of names of legal heirs in the letters of allotment will be as indicated in para 28.

(xi) It is directed that as and when the DDA is faced with such a liability, it will be open to it to seek appropriate remedies in that respect against the AAI. It will also be open to the AAI to take whatever defenses are available to it in such event.

(xii) The Court considers it appropriate to direct the vacation of lands at village Nangal Devat will begin on July 1, 2007 and end on 31.7.2007. In other words, the entire programme of vacating the lands at village Nangal Devat and the allottees of alternative plots being put in possession of the said plots at village Rangpuri should commence on 1.7.2007 and end on 31.7.2007.

(xiii) It is directed that the Land Acquisition Collector (LAC) who is present in Court, concerned officials of the DDA and the AAI will draw up a programme and inform each of the allottees as well as the legal heirs of such allottees who are not alive. The programme will be drawn up on or before 15.6.2007. Adequate publicity of the programme will be given to the allottees of the alternate plots at village Rangpuri and in village Nangal Devat by beating of drums and by pasting of notices at prominent places. The LAC will ensure that as far as possible adequate publicity is given to the programme by any other mode including announcements.

(xiv) The procedure to be followed for vacating the lands at Nangal Devat and relocating the allottees at Rangpuri will take place in the manner indicated in paras 33 to 35.

37. In order to ensure the effective implementation of these directions, the Court directs that a Monitoring Committee be constituted which would include representatives of the GNCTD, the AAI, the DIAPL, the DDA, the DJB, the BSES and the LAC. The Chief Secretary, GNCTD will constitute such a Committee on or before 11.6.2007. The LAC will be the Convener of this Committee. The Committee will meet once every seven to ten days to review the progress of the implementation of the above directions.

38. The interim stay of dispossession will stand vacated as and when the date for handing over by the petitioner concerned of vacant possession of the land at Nangal Devat is fixed. In any event all interim directions will stand vacated on 31.7.2007. The writ petitions stand disposed of accordingly. All the pending applications stand disposed of.

39. Orders dusty to the parties. The counsel for each of the parties will ensure that copies of this order are sent to the respective parties forthwith for

compliance. In addition, the Registry will deliver a copy to the Chief Secretary, GNCTD not later than 5.6.2007.