
(2002) 07 NCDRC CK 0001

In the National Consumer Disputes Redressal Commission

MAJOR KABAL SINGH

APPELLANT

Vs

Land And Building Deptt

RESPONDENT

Date of Decision : 29-07-2002

Acts Referred:

Citation : 2002 3 CPJ 146

Hon'ble Judges : D.P.WADHWA , J.K.MEHRA , RAJYALAKSHMI RAO , B.K.TAIMNI J.

Judgement

1. THIS complaint has been filed by the complainant Major Kabal Singh alleging deficiency on the part of opposite parties for not allotting him a plot in South Delhi.

2. BRIEF facts of the case as made out by the complainant are that some land near R.K. Puram, Delhi belonging to the complainant was acquired by the 1st opposite party in September, 1971. Some time in May, 1972, 1st opposite party wrote to the 2nd opposite party to allot a plot of 400 sq. yards/metres to the complainant in Malviya Nagar. The subject indicated on this letter was "Allotment of an alternative plot under the Scheme of Large Scale Acquisition, Development and Disposal of Land in Delhi". Presumably a plot of 200 sq. yards was offered, in response to which perhaps the complainant requested DDA to combine two plots to which a reply by DDA was given in September, 1973 that it is not possible to do so and asked the complainant to wait till bigger plots are carved out and developed. Then in May, 1978, DDA again offered to the complainant to convey his acceptance of plots measuring 250 -400 sq. yards and to deposit Rs. 10,000/- by 26.5.1978 as earnest money. The complainant was reminded on 8.8.1978 and 30.10.1978 to which he replied that he is not interested in a plot less than 400 sq. yards. Final notice was again issued on 4.1.1979 to deposit Rs. 5,000/- along with interest @ 16% per annum to be eligible for plots of 250 -400 sq. yards in South Zone. Instead of complying with the terms of the offer, the complainant writes to the then Central Minister for Housing. On the other hand, not having got confirmation of the offer, the offer was withdrawn vide letter dated 27.8.1979. Upon representation being made and depositing the

desired amount on 21.8.1980 with interest, the offer was revived. Finally, vide allotment letter dated 22.3.1990, the complainant was allotted a plot measuring 300 sq. yards in Pappan Kalan Housing Scheme in lieu of allotment offered vide their letter dated 8.8.1978. The complainant was again informed on 11.4.1991 that plot of size of 300 sq. yards are not available and to convey his acceptance of plot of 250 sq. yards which the complainant did - under protest - on 18.4.1991. A fresh offer was made of a plot measuring 281.25 sq. mtrs. on perpetual lease -hold basis in Dwarka and asked to deposit Rs. 1,62,486/- within 30 days of the issue of this letter. On a representation being made to the Honble Lieutenant Governor of Delhi, it was conveyed to the complainant vide letter dated 6.10.1993 that as per decision of Honble L.G. all the recommendees of South Zone are to be accommodated in Dwarka and the offer made to them of 281.25 sq. mtrs. in Dwarka is fair and as per the decision of Honble L.G. Yet the complainant did not deposit the desired amount in time. It appears that for want of payment, allotment was cancelled, but again restored and vide letter dated 28.12.1995, DDA asked the complainant to deposit Rs. 1,30,440/- by way of premium, interest, restoration charges and documentation charges which was deposited in February, 1996. In June, 1996, the complainant was asked in writing to take possession on 19.7.1996 at 11 a.m. to which an objection was raised about "wrongly located plot. Not being satisfied about the status of things as they stood, the complainant filed a complaint praying for following reliefs. (1) Issue a direction or order to the complainees to pay me compensation of Rs. 25 lacs for the arbitrary and inappropriate acquisition of my 1/4th share of 25 Bighas 2 Biswas free -hold land in South Delhi next to R.K. Puram worth Rs. 6 crores by paying a negligible compensation of only Rs. 1,497.93 in total under our democratic setup and denied any enhancement therefor. My claim is not time - barred as the official promise for 400 sq. yards plot in South Delhi remains unfulfilled till date which is fully part of this. (2) Order or direct the complainees to fulfil the 23 years old official promise (Annexure 1) by allotting a 400 sq. yards alternative free -hold plot in South Delhi against the acquisition of my free -hold most valuable land in South Delhi for paltry compensation, for the uncertainty, extraordinary long wait, worry and suspense for over quarter century or to pay compensation to the extent of Rs. 25 lacs if resumed/vacant plot which are still available in my entitled location of South Delhi, cannot be allotted for best known reasons. (3) Order or direct the complainees to allot to me the correct size entitled/promised free -hold plot at the right location with two equal sides and length sides instead of the smaller presently 336 sq. yards lease hold Do Moonha (Two -mouth shaped considered most inauspicious in India) in Dwarka, West Delhi on road curve allotted to me by complainees No. 2 at the highest premium price as applicable to fresh applicant or to pay me Rs. 20 lacs, as compensation for the smaller, defective and wrongly located one on a road curve. Till the decision in this complaint, the complainees be directed not to further harass me and force on me much belated possession of the paper allotted plot for the last few years. (4) Order or direct the complainees to charge me for the plot @ that prevailed on 14.7.1972 the time of my application for an alternative plot or at

the most 21.8.1988 when the complaine No. 2 harassed, intimidated, coerced, and compelled me to perform pay Rs. 5,000/- as 10% earnest money for a 250-400 sq. yards plot in South Delhi and penal interest for two years instead of the highest demanded premium for the present plot in Dwarka in West Delhi. (5) Direct or order the complaine not to trust me at par with the fresh applicants but as special class by virtue of my loss of most/highly prices free -hold land worth crores in South Delhi against the payment of paltry compensation worth not the mention entitlement to 400 sq. yards in South Delhi and official unfulfilled promise till today. (6) Order or direct the complaine to refund to me the surplus amount held by them with 18% interest from the respective dates as mentioned against each after deducting at the time of my application dated 14.7.1972 or at the most 21.8.1980 when they received Rs. 5,000/- as 10% earnest money with Rs. 1,200/- penal interest at the rate of 16% for two years for none of my fault. The delay has been on their part not fulfilling the official promise so far. (7) Cost of the complaint be awarded. As it stands, the matter could be taken up for the first time on 31.10.2001. Upon notices being issued - opposite parties appeared. The role of the 1st opposite party was formal as the land was to be allotted by 2nd opposite party, DDA. Since the main grouse of the complainant appeared to be "DO MOONHA" a defective plot, DDA was asked to produce the site map which was produced before us on 15.5.2002. We see that it is a corner plot, well located but apparently the front and the rear are not of the same dimensions, thus being a "DO MOONHA" in the words of the complainant. What the complainant wants is a rectangular plot of the same size. The learned Counsel, on instructions, made a statement in the Bar on 29.7.2002 that DDA shall take steps to allot a rectangular plot in Sector 3, Dwarka within the next six weeks time. The 2nd opposite party is directed to allot an alternative plot which is of the original size but rectangular in shape within six weeks of this order.

3. AS per complainant, he was deposited in all Rs. 6,44,947/-, date -wise break - up of which is as follows : Date Amount (in Rs.) On Account of 21.8.1980

4. ,000/- 10% EARNEST money for allotment of alternative plot in South Delhi 21.8.1980 1,200/- Penal interest on EARNEST money. 2.12.1993 2,32,122/- Half price of paper offered defective and out of zone plot in West Delhi (Lease - hold). 13.6.1995 2,20,000/- -do - 12.2.1996 7,135/- remaining premium of defective, out of zone plot. 26.2.1996 95,180/- Illegal charge of interest on the price of paper offered defective plot without possession. 26.2.1996 28,060/- Cancellation and restoration of paper offered defective, out of zone plot. 21.3.2001 56,250/- Imaginary and arbitrary cancellation of paper offered defective, out of zone plot. Total ,44,947/- Received by the complainees without possession of any plot and any benefit causing me prejudice with great detriment and loss. 5. The complainant has been praying for compensation. We see that this is a case of alternative plot - hence following our own judgment in HUDA v. R.P. Chawla, Revision Petition Nos. 547 and 548 of 1997 we direct that complainant be charged the price as on 11.1.1993 in Dwarka i.e. the date of the letter of allotment was issued and the complainant is compensated by way of

giving him interest @ 18% p.a. only on the amounts deposited towards the cost of plot, from the date of respective deposits till the date of payment. We are afraid that we have no jurisdiction to pass orders on the complainants claim about adequacy or otherwise of the compensation of Rs. 25 lakhs for land acquired from him in 1971, nor can we interfere on the interest charged on delayed deposit of amount by the complainant or on restoration charges i.e. for restoring the allotment order after its cancellation as a result of non -deposit of demand raised against the complainant as there have been defaults on the part of the complainant. We would be happy to see the end to the chequered arduous and at times tortuous journey treated in this case. The complaint is allowed in above terms with costs of Rs. 5,000/ -. Complaint allowed with costs.