

(1993) 03 NCDRC CK 0033

In the National Consumer Disputes Redressal Commission

O.P.Gauba

APPELLANT

Vs

Vice Chairman, Delhi Development Authority

RESPONDENT

Date of Decision : 10-03-1993

Acts Referred:

Citation : 1993 0 CPC 288 : 1993 1 CPR 538 : 1993 2 CLT 418 : 1993 3 CPJ 1229

Hon'ble Judges : R.N.Mittal , Satwant Brar J.

Final Decision : Complaint allowed with costs

Judgement

1. BRIEFLY the facts are that the Delhi Development Authority (hereinafter referred to as D.D.A.) floated a Housing Scheme known as "Rohini Residential Scheme" (R.R.S.). In the brochure it was given that it was situated in the North-West of Delhi, in continuation of Shalimar Bagh and Pitampura Residential Schemes on the Outer Ring Road. Its distance from the Connaught Place was 15 Kms. Later it floated another Housing Scheme nearby called as "Rohini Extension Scheme".

2. THE complainant applied for a plot of 90 sq. mtrs. against a deposit of Rs. 5,000/- in R.R.S. THE rate of land quoted by D.D.A. for MIG plot was Rs. 200/- per. sq. mtr. and the scheme was to come into existence within a period of three years. However, no plot was allotted to him in that scheme. In Feb. 1990 a plot of land measuring 60 Sq. Mtrs. was allotted to him in Rohini Extension with a condition that if the payment for the plot was not made in time, the allotment would stand cancelled. It is alleged that he in our view of the threat of cancellation, deposited the amount under protest. Consequently, he has prayed that a plot measuring 90 Sq. Mtrs. be allotted to him in R.R.S. instead of the Rohini Extension Scheme and the possession of the same be given to him within a reasonable time. He has also prayed for interest on his deposit @ 18% p.a. from the date of the deposit till the date of handing-over the possession of the plot. He has also claimed damages for delay in delivering possession of the plot to him. The complaint has been contested by the respondent. They have inter-

alia pleaded that the complainant was allotted a plot in 5th draw and therefore, he could not be given plot in "R.R.S.". Later he was allotted a plot in "Rohini Extension Scheme" which is a part of "Rohini Residential Scheme". It is not necessary to dilate upon this matter as a similar case was decided by us in *Rishi Pal Gupta v. Vice-Chairman, Delhi Development Authority, I* (1991) CPJ 368. In that case in identical circumstances we granted Rs. 5000/- as damages to the complainant. Consequently, in our view the complainant is entitled to Rs. 5000/- as damages for the reasons recorded in that judgment.

Faced with this situation the Counsel for the respondent brought to our notice an order dated 16th January, 1991 issued by the Commissioner (Land) D.D.A. wherein, it is stated that the D.D.A. had been involved in considerable litigation due to the change of nomenclatures assigned to various sectors or phases in Rohini. The matter has been reviewed and it is ordered that all lands included in the urban extension area falling under Rohini Project. Phase-I to Phase-V etc. of Rohini would be called as "Rohini" only and not as "Rohini Extension" or "Kalyani". He submits that in view of that decision, the complainant is not entitled to any of the reliefs claimed by him. We have given due consideration to the argument but regret our inability to accept the same. Merely by changing the nomenclature of the scheme, the D.D.A. cannot say that the Rohini Extension Scheme has become R.R.S. The basic features of R.R.S. have been given in the brochure. The feature of Rohini Extension Scheme are different from those of R.R.S. Consequently, we reject the contention of the learned Counsel.

3. FOR the aforesaid reasons, we partly accept the complaint with costs and grant Rs. 5,000/- as damaged to the complainant. Costs Rs. 500/-. The amount of damaged and cost be paid to him within three months from the date of the order failing which action would be taken against the respondents under Section 27 of the Consumer Protection Act. Complaint allowed with costs.