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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment reserved on: 15.04.2026

Judgment pronounced on: 16.07.2026

+ **W.P. (C) 6425/2022 & C.M. APPL. 19450/2022, C.M. APPL.
24952/2022, C.M. APPL. 43766/2023**

NARESH KUMAR & ANR.

....Petitioners

Through: Mr. Ashwani Kumar Dhatwalia and
Ms. Iti Sharma Advs.

versus

DELHI DEVELOPMENT AUTHORITY & ANR.

....Respondents

Through: Mr. Sanjay Katyal, Ms. Kritika Gupta
and Mr. Nitish Kumar, Advs. for DDA

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

J U D G M E N T

1. The present writ petition has been filed under Article 226 of the Constitution of India seeking the following prayers:

“a) Issue a writ/order or directions to the Respondents to remove all the encroachments that are existing at Plot No.109, Block E-1, Rohini Delhi or anywhere else in the bounded area where the alternative plot proposed to be allotted to the petitioners is situated,



- b) Direct the Respondent No. 1 to carry out internal development of Block - E - 1 and E - 2, Sector - 7, Rohini, Delhi by laying internal roads, water, sewerage, electricity and gas pipelines etc in a time bound manner,*
- c) Direct the Respondents to keep Block - E - 1 and E - 2, Sector - 7, Rohini, Delhi free from all interference and obstructions caused by the local residents/villagers to the allottees including the petitioners and/or their personnel in carrying out their legitimate activities of construction and development over the plots allotted and/or proposed to be allotted to them.*
- d) Direct the Respondent No. 1 to pay interest @7% p.a. on various amounts paid by the petitioners from their respective dates of payment and till such date when the possession of the proposed plot is delivered to the petitioners after completing the internal development of the aforesaid area.*
- e) Direct the Respondent No.1 to allot the alternate plot as proposed i.e., Plot No.111, E - 1, Sector - 7, Rohini, Delhi to the petitioners, after removal of encroachment and completion of internal development and deliver possession thereof and execute conveyance deed in respect thereof within a time bound manner.*

IN THE ALTERNATIVE

- f) In case the Respondents are unable to get the encroachments removed and carry out the internal development work in the area in question in a time bound manner as directed by this Hon'ble Court, then the Respondent No. 1 be directed to cancel the conveyance deed, refund the entire amount of consideration i.e.,*



Rs.6,41,21,363/including the processing fee of Rs.7,18,859/- and Stamp Duty of Rs.32,06,100/- and Registration Charges of Rs.6,41,500/- paid on execution of Conveyance Deed dt.16.04.2021 total of which comes to Rs.6,86,88,040/- along with interest @18% p.a. from the respective dates of payment till refund of the said amount. ...”

2. The brief facts of the case are that the respondent No. 1 is the Delhi Development Authority (“**DDA**”) and the respondent No. 2 is the Station House Officer of the Police Station, Shiva Road, Sector 7, Rohini, Delhi.
3. The DDA issued a public notice dated 09.03.2019 for conducting an e-auction of the residential properties for the year 2018-19. The petitioners participated in the e-auction and deposited 5% earnest money totalling Rs. 7,03,628/- vide challan dated 20.04.2019. The petitioners’ bid got accepted pursuant to the e-auction dated 24.04.2019 and they were allotted the residential plot No. 46, Block E-2, Sector 7 , Rohini, Delhi (“**Plot No. 46**”).
4. In the meanwhile, the High Court in **W.P. (C) 4900/2003** titled **Naharpur Residents Welfare Association v. The Lt. Governor of Delhi & Ors** vide order dated 30.04.2019 directed that the auction of the land at village Naharpur would be subject to the outcome of that petition. Despite the said order dated 30.04.2019, DDA issued a Letter of Intent (“**LOI**”) dated 19.06.2019 to the petitioners, without informing them about the above order dated 30.04.2019. In furtherance of the LOI, the petitioners paid an amount of Rs. 7,18,859/- vide challan dated 24.06.2019 and Rs. 1,53,26,832/- vide challan dated 25.06.2019.
5. The DDA issued a demand notice dated 03.09.2019 asking the petitioners



to pay the remaining sum totalling Rs. 4,80,91,121/- within 90 days. Another writ petition being **W.P. (C) No. 11775/2019** titled **Naharpur Yuva Shakti PWA v. Union of India and Ors.** was filed and *vide* order dated 08.11.2019, this Court granted status quo with regard to the process of allotment of plots including petitioners' plot. DDA did not disclose the order dated 08.11.2019 to the petitioners and rather insisted upon the balance payment within 90 days otherwise the interest would be levied as per the conditions in the e-auction document.

6. The petitioners obtained a loan from the ICICI Bank for an amount of Rs. 4.15 Crores and paid the same to DDA through cheque No. 015052 dated 26.11.2019 and the balance amount of Rs. 65,91,121/- was paid through the self-owned funds which were remitted to DDA through challan dated 26.11.2019.
7. When even after payment of the entire amount, DDA did not deliver the possession of the plot to the petitioners, the petitioners made repeated visits to the office of DDA where they came to know that a stay order had been passed by this Court, staying the allotment of the plots.
8. The petitioners along with 6 other allottees moved an application seeking intervention in the **W.P. (C) 11775/2019** after which the Court vacated the stay order. Thereafter, the petitioners along with the other allottees were called upon to take the possession of the plots allotted and get the Conveyance Deed executed. The petitioners took the paper or symbolic possession of their plot and were issued a possession letter and a possession slip dated 19.03.2021. DDA executed a Conveyance Deed dated 16.04.2021 and the same was registered on 18.06.2021.
9. The petitioners wrote a letter dated 05.07.2021 raising a demand of 7%



annual interest in terms of Clause No. 7 of the e-auction document due to considerable delay in giving possession of the plots which had also been given to other similarly placed allottees.

10. It is the case of the petitioners that pursuant to a meeting convened by DDA on 26.08.2021, the petitioners agreed to surrender Plot No. 46 for development of a larger park/playground, on the assurance that an alternate plot would be allotted to them. DDA thereafter initiated the process for allotment of an alternate plot and proposed cancellation of the Conveyance Deed in respect of the original plot. However, despite the petitioners having deposited the entire sale consideration, neither the original plot nor the proposed alternate plot was handed over, and the petitioners' repeated representations seeking allotment and development of the alternate site remained unaddressed. Hence, the present writ petition has been filed.
11. Mr. Dhatwalia, learned counsel for the petitioners, states that Plot No. 46, originally allotted to the petitioners is no longer feasible for residential purposes. The petitioners have paid the entire sale consideration for which they had availed financial assistance and had further agreed to surrender Plot No. 46 on the assurance of DDA that an alternate plot would be allotted.
12. He also states that the present case is covered by the Doctrine of Legitimate Expectation and Doctrine of Promissory Estoppel as the DDA made a clear and unequivocal representation that if Plot No. 46 would be surrendered by the petitioners an alternate plot would be allotted to them. The petitioners altered their position based on the promise made to them by DDA.



13. He also points out that the local villagers of Naharpur had consistently opposed any sort of construction activity over the said plot. In such circumstances the petitioners cannot be compelled to accept possession of Plot No. 46 when DDA itself has admitted that it is unsuitable for residential purposes. Therefore, DDA cannot be permitted to approbate and reprobate.
14. *Per Contra*, Ms. Gupta learned counsel for the respondent, opposes the present writ petition and states that the petitioners had deposited the entire sale consideration in the year 2019 and, pursuant thereto, a Conveyance Deed in respect of Plot No. 46 was duly executed in their favour on 16.04.2021, thereby conferring complete title and possession upon the petitioners. Thus, upon execution of the Conveyance Deed and delivery of possession, the rights and obligations of the parties stood concluded, and the DDA ceased to have any continuing obligation in respect of the said plot.
15. It was further submitted that the petitioners failed to utilise or develop the plot despite having acquired absolute ownership thereof. Accordingly, any subsequent encroachment, obstruction or unauthorised occupation over the plot cannot be attributed to the DDA, as it is not the responsibility of the authority to keep the same free from encroachment after possession has been handed over to the allottee. The petitioners cannot now seek to impose liability upon the DDA for events that allegedly occurred after the execution of the Conveyance Deed, nor can they claim an alternate plot on that basis.
16. She further draws my attention to paragraph Nos. 15 and 19 of the Counter Affidavit filed by DDA to support her contentions. The same



read as follows:

“15. The Hon'ble LG returned the file on 26.09.2022 to reexamine the proposal in light of the following observations:

a. As per the legal opinion, obtained by DDA regarding the legal tenability of determining conveyance deed in the absence of any specific violation of terms and condition of allotment/conveyance deed, the cancellation deed can be executed on mutual consent of both parties. However, in this case, the allottee has given a conditional consent including demand of interest @12%.

b. DDA has proposed for allotment of alternative plot no. 111 without auction to the allottee of plot no. 46. However, it may be clarified whether the same is permissible under the Nazul Land Rules 1981 which provide for disposal of residential plots through auction”

XXXX

19. Upon receipt of the decision of the Hon'ble LG, a meeting was held under the chairpersonship of the Worthy VC, DDA on 21.02.2023 to discuss on the proposal regarding cancellation of Conveyance Deed in respect of the plot already allotted/transferred i.e., Plot No. 46. In the meeting, the history of the case, terms of e-auction, concerned lay out plan etc. were intensely examined. It was decided that since the carving of plots and carrying out auction in this case has been in accordance with the layout plan, and after fulfillment of



terms and condition of the e-auction, the Conveyance Deed in respect of Plot No. 46, E-2, Sector-7, Rohini has been executed and registered which does not suffer from any infirmity. The option of swapping of plots after execution of a registered Conveyance Deed, is found to be impermissible under the Nazul Rules, 1981 and therefore the conveyance deed cannot be cancelled. Thus, the proposal made for swapping of plots to the Hon'ble LG at the behest of the Petitioner could not be approved. Hence the allotment cannot be cancelled as per rules. However, in view of the peculiar facts of the case and the requests of the petitioner the matter was yet again examined by the respondent but the cancellation of the allotment already made and alternate allotment was not found permissible as per the policy, governing rules and regulations and in Law.”

17. I have heard the learned counsel for the parties and perused the material on record.
18. Before delving into the merits of the controversy, it is pertinent to note that Note No. 16 and 17 of the documents received through RTI show that on a request received from the Additional Commissioner, Projects and area MLA/Authority Member of DDA Sh. Vijender Gupta the residential plot Nos. 44, 45 and 46 were merged with adjacent land earmarked for park, dustbin, urinal/lavatory block. The same read as under:

“Note # 16



PUC received from Addl. Commr. (Plg.) Projects wherein he has stated that a meeting was held in the chamber of VC, DDA on 26.08.2021 to discuss the request of Hon'ble area MLA/Authority member Sh. Vijender Gupta DDA for merging the residential plots bearing no. 44, 45 & 46 with adjacent land earmarked for park, dustbin, urinary/lavatory block. (P-170-176/c)

Further he has stated that allottee of plot no. 46 has submitted his consent vide letter dated 27.08.21 for allotment of alternate plot i.e. plot no. 106, Block E1 (as first preference) and plot no. 111, block E1 (second preference) in lieu of plot no. 46, Block E2, sector 7, Rohini. The land department may also examine the financial implication involved in the relocation of plot no. 46 and also the cost liable to be paid by the allottee of plot no. 46 for allotment of alternate plot in lieu of the conveyance deed already executed for the under reference plot. The applicant Sh. Naresh Kumar and Smt. Pinki Goyal vide letter dated 21.09.2021 has requested to issue the exchange letter or allotment letter for the new plot to be allotted by DDA, in lieu of 46, Block E2, sector 7, Rohini. (p-164-169/C).

In view of above, the matter to merge the residential plots bearing no. 44, 45 & 46 with adjacent land earmarked for park etc. and the allotment of alternate plot i.e. plot no. 106 (first preference) or plot no. 111 (second preference) in lieu of plot no. 46, Block E2, sector 7, Rohini is submitted for



kind consideration and further orders please.

Submitted please.

21/09/2021 1:24 PM

SD
(JSA)”

“Note # 17

Sub: Regarding revision of layout plan of Block E-1 to E-5, Sector-7, Rohini near Naharpur and subsequently exchange/swapping of plot No. 46, E-2, Sector-7 with plot No. 111, E-1 Sector-7, Rohini.

May glance at the letter dated 3.9.21 of Addl Commr (Plg) addressed to Commissioner (LD) on the subject noted above page 170-176/C.

*Vide letter Addl. Commr (Plg) had informed that a meeting was held in the Chamber of VC, DDA on 26.8.21 to discuss the request of area MLA/Authority member Sh. Vijender Gupta for merging of residential plots bearing No. **44, 45 & 46** (560.29 sqm) with adjacent land earmarked for park, dustbin, urinal/lavatory etc to make large park and playground in Block E-2, Sector-7, Rohini in **public interest**.*

In the meeting it was decided that the request of area MLA may be considered as all the three plots mentioned above are not feasible due to standing of fully grown trees on land. It was also decided that possibility to carve out residential plots on the DDA's acquired land in the vicinity be explored



and swapped with the area of park and residential plots.

Out of the above mentioned three residential plots, possession in r/o Plot No. 46 has been issued to Sh. Naresh Kumar S/o Shyam Lal and Smt. Pinky Goyal W/o Sh. Naresh Kumar and CD executed.

Further, Naharpur Varisth Nagrik Kalyan Sangh and Anubhav Sports Clib (affiliated to Delhi Volleyball Association) have submitted their consent on behalf of residents of Naharpur that they have no objection if layout plan of Block E-1 to E-5, Sector-7, Rohini is modified for increasing the area of the park at Block E-2 and relocate the residential plots bearing No. 44, 45 & 46. (page 171-172/C)

Allottee of plot No. 46 has submitted his consent vide letter dated 27.8.2021 for allotment of alternate plot i.e plot No. 106, Block E-1 (as 1st preference) and plot No. 111, Block E-1 (as 2nd preference) in lieu of plot No. 46, Block E-2, Sector-7, Rohini. page 173-174/C

In view of above, Addl Commr (Plg) has requested to examine the request of the allottee of plot No. 46 for allotment or plot No. 106/111 in Block E-1 and convey about the possibility of allotment of alternate plot to the allottee as per his request.

He has further requested examine the financial implication involved in the relocation of plot No. 46 and also the cost liable to be paid by the allottee of plot No. 45 for allotment



of alternate plot in lieu of the conveyance deed already executed for under reference plot.

In the end Addl Commr (Plg) has requested to convey the allottee any cost to be paid by him.

In this regard it is stated that a meeting was held by Member (Admn & LM) on 10.9.2021 and attended by Commissioner, LD-I and Director, Planning Sh Vikas Verma to discuss on the issue of allotment of another plot to the allottee of plot No. 46, E-2, Sector-7, Rohini.

It was informed that the allottee has submitted his consent for allotment of plot No. 106, Block E-1 (as 1st preference) and plot No. 111, Block E-1 (as 2nd preference) in lieu of plot No. 46, Block E-2, Sector-7, Rohini.

It was further informed that Plot No. 106, Block E-1, Sector-7, Rohini has been put for auction in the upcoming Phase-13 E-auction. Hence only plot No. 111, Block E-1, Sector-7, Rohini can be considered for allotment in lieu of plot No. 46, Block E-2, Sector-7, Rohini.

*During the meeting it was pointed out that no such precedence exists for allotment of any other plot in lieu of already allotted plot. It was deliberated that since **it is case of public interest**, the request of the allottee can be considered.*

The other aspect discussed during the meeting was of financial implication involved in relocation of allottee of plot No. 46, E-2, Sector-7, Rohini to Plot No. 111, E-1,



Sector-7, Rohini. Director (Planning) showed the layout plan of E-1 and E-2, Sector-7 Rohini. It was seen that all the plots in question (plot No 46, E-2 and 106, E-1 and plot No.111, E-1 Sector-7 Rohini) fall on same road and are corner plots. **That is they are similarly placed and hence there would not be any Financial implication .LOP is placed at 177-182/C**

As regards payment of stamp duty on the newly allotted plot, it was informed that stamp duty will be payable by the allottee in r/o plot No. 111, E-1, Sector-7, Rohini. As regards reimbursement of stamp duty already paid in r/o plot No. 46, E-2, Sector-7 or adjustment of stamp duty already paid with the newly allotted plot, it was decided to refer the case to law Deptt to seek their comments with regards the legal position of stamp duty.

In the end, due to public interest, it was decided that to consider the case for allotting plot No. 111, Block E-1, Sector-7, Rohini to the allottee in lieu of plot No. 46, Block E-2, Sector-7, Rohini.

Sh Naresh Kumar appeared before the undersigned today on 21.9.2021 and handed over a letter addressed to VC, DDA, Director (RL) and Dy Director, LAB (Resdl). In the said letter he has stated that keeping in mind the social responsibility and welfare of villagers and other stakeholders has agreed to accept alternative plot from DDA. He has further submitted that **he agrees to pay stamp**



duty for the registration of alternative plot which will be provided in exchange of Plot No. 46, E-2, Sector-7, Rohini.

Apart from above Sh Naresh Kumar has requested to issue him exchange letter or allotment letter for new plot as the same is required by bank from where he has availed loan in r/o Plot No. 46, E-2, Sector-7, Rohini. In the end he has requested to provide all necessary documents which shall be required by him for refund of stamp duty paid for the execution and registration of the CD for plot No. 46, E-1, Sector-7, Rohini. (page 164-168/C)

In this regard it is informed if the above proposal is approved, the department shall be issuing him fresh allotment, possession and execution letter in r/o alternate plot being considered for allotment. He can provide the same to his bank from where he has availed loan. As regards refund of stamp duty is concerned it shall be allowed by Sub-Registrar office, Govt of NCT of Delhi as per existant policy and hence he has to approach the concerned office.

Now that the issue of stamp duty has been resolved with the fresh application of the applicant, we may in the first instant, if agreed submit the matter before Competent Authority to (1) cancel the allotment of Plot No. 46, E-1, Sector-7, Rohini, (2) cancel the CD in r/o plot No. 46, E-1, Sector-7, Rohini and (3) allot plot No. 111, E-2, Sector-7,



Rohini to the applicant in lieu of plot No. 46, E-1 Sector-7,

Rohini in public interest.

Submitted please.”

19. Pursuant to the aforesaid proposal, the petitioners were required and gave their consent on 27.08.2021 to give up his plot for allotment of an alternative plot namely, Plot No. 106, Block No. E-1, Sector 7, Rohini as first preference and Plot No. 111, Block No. E-1, Sector 7, Rohini (***Plot No. 111***) as second preference. The financial implications were also examined by the DDA and DDA came to the conclusion that there were no financial implications as both the plots were almost the same in value.
20. Further noting dated 04.10.2021 is also relevant in the present case and reads as under:

“Since the matter is regarding cancellation of CD in r/o Plot No. 46, E-1, Sector-7, Rohini allotted to the applicant, and then allotting a new alternate plot No. 111, E-2, Sector-7, Rohini we may request the Hon'ble LG to accord his approval for determination/cancellation of CD as a special case and in public interest. Once approved, a declaration from the court under section 31 of Special Relief Act, 1963 shall be obtained directing the Sub-Registrar to make entry in their book of about cancellation of CD.”

21. A perusal of the above shows that the respondent DDA's department agreed for the cancellation of the Conveyance Deed of the petitioners for Plot No. 46, E-2, Sector 7, Rohini (though inadvertently mentioned as E-1) and allotment of an alternate plot No. 111, E-1, Sector 7, Rohini (inadvertently mentioned as E-2). For the said purpose, the DDA was also



to seek approval of the LG for cancellation of Conveyance Deed by filing proceedings under Section 31 of Specific Relief Act, 1963.

22. I may also refer to a letter dated 14.01.2022 written by the Executive Engineer, DDA to the National Commission of Schedule Caste which reads as under:-

“OFFICE OF EXECUTIVE ENGINEER

ROHINI MAINTENANCE DIVISION No.8

3rd FLOOR, MADHUBAN CHOWK, ROHINI, DELHI-85.

F.No. F.11(5)AE-IV/RMD-8/DDA/42 Dated:-14/1/2022

To

The Chairman,

National Commissioner of Schedule Caste,

5th, Floor, Lok Nayak Bhavan,

Khan Market, New Delhi-110003.

Subject: Encroachment attempt by Local Villagers (Dalit Samaj) on DDA land in Pocket E-1, Sector-7, Rohini, Delhi by installing sculpture of Hon'able Dr B.R. Ambedkar as weapon.

This is in reference to the vacant DDA Land in Block E-1 to E-5, Sector-7, Rohini, Delhi which are adjacent to the village abadi of Naharpur (Annexure A). The villagers try to hinder every time DDA or successful bidders of the plots initiate any work on these parcels of land.

Recently, the vacant residential plots in the area were put for e-auction by DDA. In order to facilitate the possession



of these plots, this office had awarded a work for erecting demarcation stones to M/s Tilak Construction Co. vide Letter No. F5(23)A/CS/EE/RMD-8/DDA/2020-21/69 dated 28/01/2021 (Annexure B). During the execution of the work, the local villagers assaulted the workers of the contractors when they were erecting the stones in a vacant land parcel in Block E-1. This land parcel consists of 12 residential plots (Plot Nos. 100 to 111) earmarked as per the LOP placed opposite. Beside these plots, there is a provision of Land for Landless Harijans measuring area 675 sqm and a park measuring area 584 sqm. But, the local villagers claim that the entire land belongs to Harijans and DDA has not acquired it lawfully. After great difficulty, the stones were erected by the contractor but they were uprooted within a couple of days by the local villagers.

In order to hinder the process of e-auctioning of the plots, the RWA of Naharpur village filed a Writ Petition in High Court vide W.P.(C) 11775/2019. In the petition, they alleged that DDA has not developed the area around the Naharpur village and there is a lack of basic amenities like park, roads, opens spaces, etc. Due to this petition, the High Court passed an interim order to put a stay on the auction of these plots. But, on further scrutiny of the case, the petition was outrightly dismissed by the court as all the allegations were false and the Interim order was vacated (Annexure C).



The peripheral services around the vacant plots in E-1 and E-2 have been laid long ago but the internal services were yet to be laid. Therefore, this office had awarded the work for laying of necessary services like road, Internal water pipe line, sewers, for plots recently auctioned to M/s Ashish Upadhyay vide Letter No.F.5(33)A/CS/EE/RMD-8/DDA/2020-21/295 dated 28.05.2021 (Annexure D). But, the local residents of Naharpur Village have been obstructing the work right from the day work on site began. On 07.06.2021, the villagers didn't allow the contractor to work on the above mentioned plot In E-1.

Left with no other choice, the contractor shifted to a plot in E-2 to work there. In this land parcel in E-2, Plot Nos. 44 to 46 are earmarked. The total area of the land parcel is around 1500 sqm. Out of this 3 plots of 200 sqm each have been plotted. The remaining area is meant for a 9 m wide road, park, urinal and dustbin. The area for park allocated in LOP is approximately 470 sqm. There is a volleyball court in this land parcel at present where local villagers play because of which the local villagers did not let the contractor work there too. The arguments led to a physical altercation between Sh. Deepak Kumar (J.E./RMD-8), Sh. Anil Kumar (J.E./RMD-8) and the local villagers. A beat constable was passing nearby who intervened and saved the two J.E. The matter was then reported to the concerned SHO, Sector-7, Rohini. Finally, a written apology was



submitted by the person who hit Sh. Deepak (J.E./RMD-8) (Annexure E).

Since then multiple meetings have been held with the local villagers and telephonic conversations with Sh. Vijender Gupta (MLA and Authority Member/DDA) to resolve the issue but to no avail. The local villagers did not allow the contractor to work on site and threatened him of dire consequences.

Then, Sh. Vijender Gupta and local villagers had requested to shift the residential plots in E-2 so that the volleyball court is not affected. A meeting was then held under the Chairmanship of V.C., DDA, during which the Planning Wing had submitted two proposals for modification in L.O.P. so as to accommodate the request of the villagers. Since L.O.P. for Block E-1 to E-5, Sector-7, Rohini may get modified due to the two proposals, the works for laying of services could not be carried out until the final L.O.P. is issued to this office. This office had requested the Planning Wing to confirm the date by which the modifications in LOP shall be finalized but they refused to commit a specific date. Then, this office received a request from the Agency to foreclose the Agreement and make payments for the work done on site before the work got halted since the S.D.O.C. for the work was 04.10.2021 and there was no clarity as to when the work can resume. Accordingly, the Agreement was closed and the work of laying services is still left.



Meanwhile, DDA has already e-auctioned the following plots and handed over the physical possession to the successful bidder:

- *Plot No. 88, 90, 102, 104 & 105, Pocket E-1*
- *Plot No. 30, 35, 36, 46 & 50, Pocket E-2*

The conveyance deeds of these plots have also been executed.

On 29.12.2021, the successful bidders of the plots went to construct boundary wall around their plots. But, the local villagers did not allow them to construct the same. Then, on 04/01/2022, field staff of this office reported that the local villagers of Naharpur Village have erected a sign board at the entrance of vacant DDA Land in Block E-1, Sector-7, Rohini. The photo of the sign board declaring the land parcel as a park illegally, is placed opposite. The matter was reported to the SHO, Sector-7 vide Letter No. F.11(5)AE-IV/RMD-8/DDA/04 Dated 04/01/2022 (Annexure F). Then, this office requested him to provide police force for dismantling the board illegally erected by the villagers vide Letter No, F.11(5)AE-IV/RMD-8/DDA/05 Dated 05/01/2022 (Annexure G) and Letter No. F.11(5)AE-IV/RMD-8/DDA/10 Dated 10/01/2022 (Annexure H). On 11/01/2022, the field staff noticed that a sculpture of Dr B.R. Ambedkar had been installed by the villagers overnight. The same was immediately reported to the SHO,



Sector-7 (Annexure 1). Subsequently, Sh.. Ravi Mahajan (A.E.-IV/RMD-8) and Sh. Deepak (AE/RMD3) visited the police station and lodged a written complaint on 11/01/2022 (Annexure J). Then, during the night on 12/01/2022, the security guards deployed in the area alerted the local police of some people carrying out tile work around the sculpture erected. They were arrested by the Delhi Police and later on released on bail after due procedure. The undersigned himself met SHO, Sector-7, Rohini on 12/01/2022, who assured him of strict action against the culprits. A few police officials have been deputed around the vacant plot to ensure that no further attempts of encroachment by the local villagers can occur.

This is a clear case of attempt by these villagers to encroach DDA land and harm the credibility of DDA, The successful bidders of these plots are not been allowed to start the construction on their plots. Such Incidences directly affect the e-auction to be held in future & down the credibility of the DDA Therefore, it is necessary that appropriate action is taken by DDA against these encroachers.

Considering the above mentioned facts, the undersigned requests that the matter should be taken up by SLO (Engg.) against the people arrested by Delhi Police and ensure an exemplary punishment is met out to them so that no other person dares to make such an attempt in the future.

Submitted for necessary action please.



Executive Engineer

RMD-8/DDA...”

23. A perusal of the aforesaid letter clearly demonstrates that the proposal for exchange of Plot No. 46 did not originate from the petitioners. The contemporaneous notings and documents and particularly Noting Nos. 16 and 17 of the documents received through RTI shows that it was rather the DDA itself, pursuant to deliberations held with the MLA/Authority Member of DDA, which proposed that the petitioners surrender the originally allotted plot, Plot No. 46, in lieu of an alternate plot and it was also the stand of DDA that the said Plot No. 46 was not suitable for residential purposes. There is nothing on record to indicate that the petitioners ever sought to exchange the plot on their own volition.
24. The learned counsel for DDA has sought to rely on paragraph Nos. 15 and 19 of its Counter Affidavit and stated that the allotment of an alternate plot after execution of Conveyance Deed was impermissible under the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981 (**“Nazul Rules, 1981”**). However, she has failed to point out any specific provision wherein the same is prohibited. In such a scenario, the argument that the allotment of an alternate plot is impermissible cannot be accepted.
25. The learned counsel of the petitioners contends that the present case is covered by the Doctrine of Promissory Estoppel. There was a clear and unequivocal representation on behalf of DDA that if the petitioners surrendered Plot No. 46 an alternate plot would be allotted to them. Now, DDA cannot be allowed to go back on its representation. The Doctrine of Promissory Estoppel was discussed by the Hon’ble Supreme Court in



State of H.P. v. Kundlas Loh Udyog, 2026 SCC OnLine SC 932. The relevant paragraphs read as under:

“59. Upon a conspectus of the above authorities discussed in IFGL Refractories Ltd. (supra) and other cases as dealt above, the following principles governing the doctrine of promissory estoppel may be regarded as well-settled:

(i) The doctrine of promissory estoppel is a principle evolved by equity to avoid injustice. It operates not in the realm of contract, nor within the technical confines of estoppel under the law of evidence, but upon the broader considerations of fairness, justice and good conscience;

(ii) Where one party, by words or conduct, makes to another a clear, unequivocal and unambiguous promise, intended to create legal relations or affect a legal relationship to arise in the future, knowing or intending that it would be acted upon, and it is in fact so acted upon, the promise becomes binding upon the promisor;

(iii) The doctrine of promissory estoppel is a doctrine whose foundation is that an unconscionable departure by one party from the subject matter of an assumption which may be of fact or law, present or future, and which has been adopted by the other party as the basis of some course of conduct, act or omission, should not be allowed to pass muster. And the relief to be given in cases involving the doctrine of promissory estoppels contains a degree of flexibility which would ultimately render justice to the aggrieved party;



(iv) The doctrine is not merely defensive in nature. Under Indian law, it may itself furnish a cause of action and can be affirmatively enforced where equity so requires;

(v) It is not necessary, in order to attract the doctrine, that the promisee should prove actual detriment. It is sufficient that the promisee has altered his position, acting in reliance upon the promise;

(vi) The alteration of position may consist in making substantial investments, incurring liabilities, establishing industrial infrastructure, entering into agreements, or otherwise rearranging one's affairs on the faith of the representation;

(vii) The doctrine applies with full force against the State, its departments, statutory corporations and instrumentalities, including authorities falling within Article 12 of the Constitution, which cannot arbitrarily resile from a solemn representation upon which another has acted;

(viii) Where the State or its instrumentalities frame industrial or fiscal incentive schemes with the avowed object of attracting investment and establishing industries, the representations contained therein are intended to induce entrepreneurs to act upon them, and such representations are enforceable. Once an entrepreneur, relying upon such representation, establishes an industrial unit, commences commercial production, or otherwise satisfies the eligibility



conditions during the currency of the scheme, and the State agencies recognise them as being eligible, the promise crystallises, and an enforceable equity arises in its favour. Whether a benefit has accrued or not in such cases depends on the facts and circumstances of each case;

(ix) The grant of an exemption, concession or incentive under a statutory scheme is ordinarily defeasible, and the Government is competent to modify or revoke the same in exercise of the very power under which it was granted. Thus, what is granted can ordinarily be withdrawn. However, the Government may be precluded from doing so on the ground of promissory estoppel, which principle itself remains subject to considerations of equity and public interest.

(x) Where a specific sanction or approval of incentive, or eligibility certificate has been issued in favour of an individual enterprise, and the enterprise has acted thereon by making a substantial investment, the promisor is all the more firmly bound by its representation;

(xi) The doctrine rests upon the larger constitutional principle that State action must be fair, non-arbitrary, and consistent; governmental assurances are not empty declarations, but solemn representations on the faith of which citizens regulate their affairs; and

(xii) The ultimate object of the doctrine is to prevent manifest injustice and to ensure that a party, particularly



the State, does not act inconsistently to the prejudice of one who has relied upon its promise and altered his position irretrievably.”

26. The aforesaid principles governing the doctrine of promissory estoppel apply in the present case.

26.1 Firstly, DDA has made a clear, unequivocal representation for exchange of Plot No. 46. The proposal originated from the DDA itself as the said plot could not be used for residential purposes and thus, was to be merged with the adjoining playground.

26.2 Secondly, the representation made by DDA was made with the intention to establish a legal relationship between the parties. The petitioners had surrendered an already allotted plot for substitution by another residential plot.

26.3 Thirdly, the petitioners acted on the said representation. The petitioners had already invested a substantial sum, i.e. approximately 6.41 Crores towards the purchase of the plot and had also availed a financial loan for the said purpose. Since the DDA was actively proposing allotment of an alternate plot, the petitioners did not and could not carry out any construction or could not put the originally allotted plot to any beneficial use. Hence, the petitioners, based on the promise of DDA for an alternate plot, have altered their position by not utilising the originally allotted plot, Plot No. 46. The same is well documented in the official record of the DDA. Faced with the choice given by DDA and the conditions posed by the local villagers, the petitioners in order to avoid prolonged uncertainty accepted the proposal despite the alternate plot being comparatively



smaller in size. The petitioners altered their position and agreed to give up their right in Plot No. 46 solely on the faith of representation made by the DDA to allot an alternate plot in lieu of Plot No. 46. Acting upon the said representation, the petitioners also furnished consent letters dated 27.08.2021 and 21.09.2021 consenting to such alternate allotment. The petitioners gave up their right in the said Plot No. 46. Furthermore, the petitioners did not pursue any litigation in furtherance of acquiring Plot No. 46, rather all the actions of the petitioners were with respect to acquiring Plot No. 111. The petitioners have acted to their detriment by foregoing their rights in Plot No. 46 and waiting for several years in expectation of the alternate allotment. Having induced the petitioners to alter their position, DDA cannot be permitted to resile from its representation.

26.4 DDA has failed to point out how the said allotment of alternate plot is prohibited by any statutory prohibition or overriding public interest at large. Nothing has been placed on record on behalf of DDA to demonstrate any justification for departure from its previous stance of allotment of alternate plot. The DDA has also failed to show as to how the allotment of Plot No. 111 would upset the scheme of Nazul Rules, 1981.

27. The case, therefore, is squarely covered by the Doctrine of Promissory Estoppel. Allowing DDA to go back on its promise would result in manifest injustice to the petitioners. DDA is bound to honour its representation.
28. Further, Note No. 17 categorically mentions that Plot No. 46 is not fit for residential purposes and in light of the same the petitioners were



requested to give up the same in lieu of an alternate plot. Subsequently, DDA contends that since Plot No. 46 has already been allotted to the petitioners, no alternate plot can be allotted. Even though it is the stance of DDA that Plot No. 46 is not fit for residential purposes, the same is being given to the petitioners as a residential property. In the light of the above facts, DDA cannot be allowed to approbate and reprobate.

29. Accordingly, the writ petition is allowed and DDA is directed to allot the alternate Plot No. 111, Block No. E-1, Sector 7, Rohini to the petitioners or in the alternative any other residential plot of similar size and value in the same vicinity as an alternate to Plot No. 46, Pocket E-2, Sector-7, Rohini.
30. Upon such allotment and execution of Conveyance Deed for the alternate plot, the Conveyance Deed dated 16.04.2021 executed in favour of petitioners for Plot No. 46 shall stand cancelled and possession thereof shall be deemed to have reverted back to the DDA.
31. The petition is disposed of in the aforesaid terms.

JULY 16th, 2026/(MU)

JASMEET SINGH, J.