

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

Civil Appeal No(s). 5797-5798 OF 2023

BANKEY BIHARI SOCIAL WELFARE SOCIETY

Appellant(s)

VERSUS

DELHI DEVELOPMENT AUTHORITY & ANR.

Respondent(s)

WITH

CIVIL APPEAL NOS. 6857-6858 OF 2026

O R D E R

Civil Appeal No(s). 5797-5798/2023

1. These appeals arise out of the judgments and orders dated 13.03.2023 and 21.04.2023 passed by the National Consumer Disputes Redressal Commission (NCDRC) in Consumer Case No. 1381 of 2018 and Review Application No. 138 of 2023 respectively.

2. Delhi Development Authority (DDA), the respondent herein, allotted a plot of land admeasuring 3000 sq. mtrs. PSP-1, Plot No. 15, Sector 22, Rohini, Delhi to the appellant on 26.03.2012. The actual size of the plot handed over to the appellant was 2940 sq. mtrs. only, and to make good the difference in the size of the plot

which is less than 2% of the allotted plot, DDA returned an amount of Rs. 34,58,000/- to the appellant on 11.11.2019.

Signature Not Verified
Digitally signed by
KAPIL TANDON
Date: 2026.10.27
17:48:49 IST
Reason: I am the author of this document.

3. When DDA was not taking necessary steps, to execute lease deed for grant NOC etc., the appellant approached the NCDRC by filing an original application alleging deficiency of service. The NCDRC by its judgment dated 13.03.2023 allowed the appeal and directed as follows:-

"... Consequently, the Consumer Complaint is partly allowed with the following directions:-

(i) The Opposite Party Authority is directed to refund 34,58,000/- i.e., the excess amount of 60 sq. mtr. charged by them alongwith interest @12% p.a. w.e.f. the date of deposit of bid amount till the date of realization within 6 weeks from today, in addition to the actual amount of interest charged by the Opposite Party Authority and paid by the Complainant. on the amount of ₹34,58,000/- while granting extension of time for making the payment of the balance bid amount of ₹12,96,00,050/-. It is made clear that if the aforementioned amount is not refunded within the aforesaid period, the rate of interest will increase to 15% p.a. instead of 12% p.a.

(ii) The Opposite Party Authority is directed to execute the lease deed of the Plot in favour of the complainant within 6 weeks from today.

(iii) The Opposite Party Authority is directed to grant N.O.C. for the purpose of construction and appropriately extend the period of completion of construction from the date of execution of lease deed and grant of NOC.

(iv) Keeping in view the facts and circumstances of the case, the Opposite Party Authority shall pay ₹1,00,000/- towards cost of litigation to the Complainant within four weeks from today."

4. The appellant filed a review before the NCRDC, for non-grant of certain other reliefs but the review came to be dismissed on 21.04.2023.

5. The sole submission of Mr. Venkita Subramoniam, learned

counsel appearing on behalf of the appellant is that DDA is not justified in raising demands relating to ground rent. He would also submit that the claim of ground rent will be subject to relevant rules and regulations formulated by the DDA and that the amount claimed would be far less than what is demanded.

6. From the judgment and order passed by the NCDRC, it is evident that the issue relating to ground rent is neither raised nor considered. We have also not been shown any demands as regards ground rent. Under these circumstances, we are of the opinion that there is no occasion for us to examine the issue of ground rent. However, it is made clear that if there is any such demand, the appellant will be entitled to adopt such remedies as may be permissible in law to challenge the legality and validity of such ground rent. We express no opinion on the issue.

7. The judgment of the NCDRC is in favour of the appellant and the appellant may seek execution of the directions of the NCDRC. It is open to the respondents to contest the execution on such just and proper grounds that may be available to them in law. It is for the executing court to consider and dispose of the execution petition on its own merit.

8. With this clarification, the civil appeals stand disposed of.

CIVIL APPEAL NOS. 6857-6858/2026

9. These appeals against the very same judgment of the NCDRC is filed by the DDA. Mr. C Mohan Rao, learned senior counsel appearing

for the appellant assisted by Ms. Malvika Kapila, learned AoR, submits that the amount of Rs. 34,58,000/- which was returned to the allottee is in consonance with Clause 2E of the Scheme which is as follows:

**"DETAILS OF TERMS AND CONDITIONS
2. ELIGIBILITY**

a) ...

b) ...

...

e) No change in the name of individual bidder/bidders will be allowed under any, circumstances without the prior approval of the lessor (DDA) in writing and in case consent is given, the lessor is entitled to recover 50% portion of the unearned increase (UEI) as per policy and terms & conditions of the Lease proforma.

The area of plots announced are only approximate, and the persons whose bids are accepted should be prepared to accept variation of upto 5% either way in the area announced, subject to adjustment of cost in proportion to the amount of the accepted bid."

10. Mr. C Mohan Rao, submits that in view of specific clauses of the scheme, the allottee would not be entitled to any interest on return of the amount, and therefore the direction of the NCRDC to pay 12% p.a. on the amount refunded is illegal and unjustified. While we are in agreement with Mr. C. Mohan Rao that refund of amounts in excess of the plot size is covered by Clause 2E of the scheme, we are of the opinion that the direction to pay interest is not to be interfered in the facts and circumstance of the case. We would, however, modify the rate of interest from 12% p.a. to 6% p.a. to balance the equities between the parties. Our order is

confined to the facts and circumstances of the case and shall not be treated as a precedent.

11. With this limited clarification, the civil appeals stand disposed of.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.
[ALOK ARADHE]

NEW DELHI;
OCTOBER 15, 2026

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Civil Appeal No(s). 5797-5798/2023

BANKEY BIHARI SOCIAL WELFARE SOCIETY

Appellant(s)

VERSUS

DELHI DEVELOPMENT AUTHORITY & ANR.

Respondent(s)

WITH

C.A. No. 6857-6858/2026 (XVII-A)

FOR PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES ON IA 67298/2024

FOR STAY APPLICATION ON IA 67299/2024

FOR CONDONATION OF DELAY IN FILING APPEAL ON IA 67300/2024

FOR EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT ON IA 67301/2024

IA No. 67299/2024 - STAY APPLICATION

Date : 15-10-2026 These appeals were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
HON'BLE MR. JUSTICE ALOK ARADHE

For Appellant(s) : Mr. Venkita Subramoniam T.r- 1904, AOR

Mr. Ritesh Saxena, Adv.

Mr. Raman V. R., Adv.

Mr. Hari Vishnu, Adv.

Ms. Megha Sharma, Adv.

Mrs. Meenakshi Jha, Adv.

Mr. C M Rao, Sr. Adv.

Ms. Malvika Kapila, AOR

Ms. Harbani Shinh, Adv.

Ms. Apoorva Jain, Adv.

Mr. Kanishk Sachdeva, Adv.

For Respondent(s) : Mr. C M Rao, Sr. Adv.

Ms. Malvika Kapila, AOR

Ms. Harbani Shinh, Adv.

Ms. Apoorva Jain, Adv.

Mr. Kanishk Sachdeva, Adv.

Mr. Venkita Subramoniam T.r- 1904, AOR

Mr. Ritesh Saxena, Adv.

Mr. Raman V. R., Adv.

Mr. Hari Vishnu, Adv.

Ms. Megha Sharma, Adv.

Mrs. Meenakshi Jha, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. The Civil Appeals are disposed of in terms of the Signed Order.
2. Pending application(s), if any, shall stand disposed of.

(KAPIL TANDON)
ASTT. REGISTRAR-cum-PS

(NIDHI WASON)
ASSISTANT REGISTRAR
(Signed Order is placed on the file)