



## न्यायालय मुख्य आयुक्त दिव्यांगजन

COURT OF THE CHIEF COMMISSIONER FOR PERSONS WITH DISABILITIES (DIVYANGJAN)  
 दिव्यांगजन सशक्तिकरण विभाग/Department of Empowerment of Persons with Disabilities (Divyangjan)  
 सामाजिक न्याय और अधिकारिता मंत्रालय/Ministry of Social Justice & Empowerment  
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**CASE NO. 13574/1141/2022**

**In the matter of:**

Shri Rajesh Gupta

...Complainant

**Versus**

The Vice Chairman,  
 Delhi Development Authority

...Respondent

**1. Gist of the Case:**

1.1 Shri Rajesh Gupta, on behalf of New Global Vision Society (a charitable organization running reputed special schools and training programs in Delhi NCR), filed a complaint dated 25.11.2022 regarding irregularities in a DDA land auction. The Society, which provides services for children with disabilities and holds partnerships with various government and international bodies, participated in a DDA e-auction on 22.04.2022 to purchase two institutional plots (Plot No. 12 & 13 in Sector-34, Rohini) to establish a Special School cum Teacher Training Institute.

1.2 The Society was declared the highest bidder (H1) for both plots, quoting ₹5.02 crore for Plot 12 and ₹2.66 crore for Plot 13, and deposited ₹20 lakh as EMD. While the DDA accepted the bid for Plot 12 and issued a Letter of Intent, it rejected the bid for Plot 13 without explanation and refunded the EMD.

1.3 Despite six months having passed, DDA neither finalized the allotment for Plot 12 nor refunded the additional amount of ₹1.06 crore paid towards it. The Society alleges unauthorized retention of funds and seeks immediate refund of the full ₹1.25 crore.

**2. Notice Issued to the Respondent:**

2.1 A Notice dated 02.12.2022 was issued to the Vice Chairman, Delhi Development Authority, New Delhi for forwarding their comments within 30 days. However, no reply /response was received from the Respondent despite the issuance of a Reminder on 11.01.2023 and the lapse of the statutory time limit.

**3. Hearing (1):**

3.1 A hearing was conducted online through video conferencing on 27.04.2023.

3.2 During the hearing, the representative of the Respondent sought time to file a reply. This Court granted the final opportunity to file a reply by the Respondent within 2 weeks.

#### **4. Reply and Rejoinder of the Parties:**

4.1 The Deputy Director (Institutional Branch), the Respondent (DDA) submitted that an E-auction for 50 institutional plots was held on 22.04.2023. According to DDA guidelines, if a region has three or fewer plots, all bids must be referred to the Threshold Committee.

4.2 For Plot No. 12 (ID 263, Rohini Phase-V), the Complainant was the highest bidder with ₹5,01,96,022/- (reserve price: ₹2,64,96,022/-). A Letter of Intent was issued on 26.05.2022, requiring payment by 31.05.2022 (or 02.06.2022 with penalty). The Complainant paid ₹1,05,59,006/- on 04.06.2022, two days late. Due to this delay, DDA cancelled the allotment on 24.08.2022, forfeited the EMD of ₹20,00,000/-, and refunded the remaining amount on 06.01.2023.

4.3 For Plot No. 13 (ID 264), the Complainant was the sole bidder with a marginally higher bid than the reserve price. The Threshold Committee rejected the bid, and the EMD of ₹20,00,000/- was refunded on 02.06.2022.

4.4 In the Rejoinder dated 22.08.2023, the Complainant alleged that DDA acted with malafide intent by issuing the Letter of Intent (LOI) on 26.05.2022 but backdating it to 25.05.2022, thus reducing the payment window for a large amount of ₹1,05,59,006/-. The Complainant raised several concerns, including:

- a. Delay of one month in issuing the LOI.
- b. Backdating of the LOI by one day.
- c. No fault on Complainant's part for delayed payment by two days.
- d. No cancellation letter or prior communication issued.
- e. Delayed refund of ₹1,05,59,006/- without explanation.
- f. Refund made only after a complaint to CCPD on 25.11.2022.
- g. No formal communication about EMD forfeiture.
- h. Allotment cancellation and EMD forfeiture were revealed only in DDA's legal reply.
- i. Allegation of DDA using Complainant's funds arbitrarily.
- j. Auction for Plot No. 13 proceeded despite a single bid, which was then rejected without explanation.
- k. Lack of transparency on DDA's internal policies and processes.
- l. Return of EMD for Plot No. 13 was done without any notice or cover letter.

#### **5. Record of Four Hearings**

5.1 Hearings were conducted in this matter in hybrid mode on 27.04.2023 (time granted to Respondent to file reply), 18.12.2023 (Respondent's counsel heard; this Court flagged absence of reasonable accommodation, 17.05.2024 (Court noted a *prima facie* case for condonation and encouraged resolution with mutual understanding, and on 01.09.2025 (further submissions recorded; clarity sought by the court on status of allotment of the subject plots and speaking/reasoned Order for forfeiture and Section 37 facilitation and adherence to the Principles of Natural

Justice emphasised.

#### **6. Record of Proceedings:**

6.1 The Court commenced the proceedings by inquiring from the Respondent whether the written submissions filed before the Court on the present day had also been served upon the Complainant. The learned Counsel for the Respondent replied in the negative, citing administrative difficulties. Accordingly, the Court directed the Respondent to reiterate the contents of the said submissions for the convenience of the Complainant.

6.2 The Respondent thereafter read the relevant paragraphs addressing the queries previously raised by the Court. Upon conclusion, the Court invited the Complainant to respond to the submissions of the Respondent.

6.3 The Complainant, on the issue of delay, submitted that the requisite payment had been made within 7 days and that the delay of two hours was solely attributable to the bank. It was therefore argued that the Complainant could not be held responsible for such delays. With respect to the refund made by the Respondent, the Complainant submitted that the refund had been processed without any proper written application or explanatory note clarifying the manner of calculation.

6.4 On the issue of compiled return, the Complainant submitted that, as per the database of the plot auction, no plots had been earmarked for Persons with Disabilities (PWDs). Further, the Complainant flagged that, despite the previous order of this Court directing the Delhi Development Authority (DDA) to refund an amount of ₹20,00,000/-, the Respondents had failed to comply.

6.5 The Court then inquired from the Complainant whether any amount remained pending with the Respondent. The Complainant reiterated the non-refund of the aforesaid sum of ₹20,00,000/-. The Court sought an explanation from the Respondent on the said non-payment and delay in refund.

6.6 The learned Counsel for the Respondent submitted that, being a government department, several procedural steps and formalities are involved in processing such payments, which inevitably lead to delay. The Counsel further reiterated that the Complainant's payment had, in fact, been delayed beyond the prescribed 7-day period and highlighted that the policy governing such matters is extremely strict. Regarding the calculation of the refund, the learned counsel expressed his inability to furnish the same at that moment and sought some more time.

6.7 On the specific issue of the ₹20,00,000/- refund, the Counsel for the Respondent submitted that, since the Complainant had already participated in the e-auction, the said amount stood forfeited and hence could not be refunded.

6.8 The Complainant, in response, submitted that responsibility for the delay could not be fastened upon them as the delay was caused solely by the bank. The Complainant further emphasized that the guidelines stipulate that the applicant must pay the amount within seven 7 days, and not necessarily received by the Respondent within that period. On the issue of forfeiture, it was submitted that no communication, whether by letter or email, had ever been received informing the Complainant of such forfeiture. The only two communications received were those confirming the allotment of a flat, which has not been honoured.

## 7. Observations

7.1 This Court is neither mandated with nor does it have any intention to rewrite auction conditions, but it has a bounden duty under the RPwD Act to ensure that public authorities do not, by arbitrary or disproportionate administration, deprive persons with disabilities (or organisations serving them) of rights guaranteed under the RPwD Act. The submissions, both oral and written, make it clear that the DDA has shown a rigid stand in so far as the adherence to the timelines in depositing the booking amount/EMD by the Complainant is concerned, even in the face of its own continued non-compliance with Section 37 of the Act. However, the same alacrity is not evident when it is their turn to refund the money not due to them.

7.2 Section 37 is central in this fact-matrix. The Complainant's project—a Special School-cum-Teacher Training Institute—falls squarely within Section 37(c)'s vision of concessional-rate allotment/set-ups for disability-serving institutions. Section 37 is reproduced as under:

***"37. Special schemes and development programmes—The appropriate Government and the local authorities shall, by notification, make schemes in favour of persons with benchmark disabilities, to provide,—***

- (a) five per cent. reservation in allotment of agricultural land and housing in all relevant schemes and development programmes, with appropriate priority to women with benchmark disabilities;*
- (b) five per cent. reservation in all poverty alleviation and various developmental schemes with priority to women with benchmark disabilities;*
- (c) five per cent. reservation in allotment of land on concessional rate, where such land is to be used for the purpose of promoting housing, shelter, setting up of occupation, business, enterprise, recreation centres and production centres."*

7.3 DDA has placed no notified scheme or reservation/concessional framework for institutional land disposal before this Court. Where a statutory reservation/concession regime is contemplated by Parliament, policy silence or a one-size-fits-all auction cannot override the programme-enabling duty.

7.4 Even where disposal is through auction, disability-purpose projects trigger a duty to: (i) earmark categories/slots or provide a preference window consistent with Section 37; (ii) ensure speaking reasons for any rejections by committees (such as Threshold Committees); and (iii) apply reasonable procedural accommodations (e.g., computing deadlines from date of issuance/dispatch, buffer for bank cut-offs/holidays, multi-channel alerts).

7.5 DDA also failed to explain why relaxation in timelines to a successful bidder qualified for reservation under Section 37, was not a reasonable and practicable solution in this case. As such, the two-day variance is a classic case for reasonable accommodation and proportionality review. The Respondent has shown no loss or prejudice arising from the banking lag, nor provided a speaking pre-forfeiture notice weighing accommodation considerations.

7.6 The Hon'ble Supreme Court in *Dresser-Rand S.A. v. Bindal Agro Chem Ltd. & KG Khosla Compressors Ltd.* (2006) 1 SCC751 has recognised an LOI as

ordinarily an intimation of intent. In *Poddar Steel Corp. Vs Ganesh Engineering Works* (1991) 3 SCC 273, it distinguishes essential from ancillary tender terms and held that non-essential deviations may be waived without compromising fairness. Here, an LOI date/issuance gap coupled with an alleged 48-hour bank-processing lag calls for accommodation rather than penalty.

7.7 In *Kailash Nath Associates v. DDA* (2015) 4 SCC 136, the Apex Court held that forfeiture is not automatic, unless a proved breach causing loss is evident. A bare stipulation cannot justify penal retention. In the present facts, the Respondent has neither demonstrated loss nor explained why minimal condonation was impermissible.

7.8 In the *Silppi Constructions Contractors v. UOI & Anr*, (2019) SCC Online SC 1133 and the *Tata Cellular v. UOI* (1994) 6 SCC 651, while the Apex Court acknowledges that tender matters warrant restraint by judicial authorities, intervention is justified against arbitrary, irrational or unreasoned action. In this Court's recommendatory domain, the same fairness yardstick applies.

## 8. Recommendations

### A. Case-specific

8 . 1 **Plot No. 12 (ID-263):** On verification that the booking amount was duly deposited through with a small delay, partly contributed by the lag in bank processing, DDA shall condone the variance as a measure of reasonable accommodation and reinstate the allotment, if the plot is still available, on the same terms, adjusting any lawful penalty already intimated by LOI. If reinstatement is impossible (e.g., plot already lawfully disposed), DDA shall refund the EMD of ₹20,00,000 with interest not less than savings-bank rate from 03.06.2022 (debit) till actual credit, within 30 days.

8 . 2 **Plot No. 13 (ID-264):** DDA shall issue to the Complainant a speaking communication within 30 days setting out the Threshold Committee's reasons, the policy parameters applied, and whether any Section 37-aligned facilitation was considered.

### B. Systemic (Principle of Natural Justice; Section 37)

8 . 3 **Adherence to Pre-forfeiture due process:** Before any future forfeiture/cancellation, DDA shall issue a prior, reasoned show-cause notice detailing the proposed action and invite the party's response; a speaking order shall then be served and uploaded on the portal in accessible formats.

8.4 **Section 37 compliance & policy window:** In consultation with MoHUA and DEPWd, DDA shall frame and notify a Section 37 Disability-Infrastructure Window for institutional land disposal, providing at minimum:

- (a) earmarking or a preference window for disability-purpose projects (education, skilling, rehabilitation);
- (b) procedural accommodations in payment/verification (treat initiated payments as timely upon proof; buffers for bank cut-offs/holidays);
- (c) incorporate provisions for mandatory adherence to Harmonised

Guidelines 2021 in all allotment letters/LOIs issued for prospective land use for constructing public buildings;

(d) speaking reasons for any Threshold Committee rejection affecting disability-purpose bids.

**8 . 5 Section 37 Compliance Affidavit:** DDA shall file before this Court a Section 37 Compliance Affidavit disclosing:

- (a) all notified schemes implemented by/through DDA under Section 37;
- (b) whether 5% reservation is operational in housing and institutional plot disposals, including auctions;
- (c) criteria/process for concessional-rate allotments under Section 37;
- (d) data of the last three years on allotments to PwBDs/PwBD-run organisations;
- (e) time-bound steps to rectify any gaps, and
- (f) public disclosure measures (website/portal) in accessible formats.

**8.6 Publication & transparency:** DDA shall update its website/auction portal to conspicuously display in accessible format - (a) Section 37 entitlements (reservation/concessions), (b) refund/forfeiture matrix, (c) Threshold Committee criteria, and (d) accessible templates for speaking orders.

**8 . 7 Reasonable Accommodation Protocol:** DDA shall adopt and publish a protocol for disability-responsive relaxations and process accommodations in auctions/allotments, consistent with Section 3 and Rule 3.

## **9. Reporting Duty and Statutory Consequences**

9.1 The Respondent shall report action taken on each recommendation within three months of receipt of this Order or furnish reasons for non-acceptance in accordance with Section 76 of the Act, failing which, this Court may be constrained to initiate penal action under Section 89 (contravention of Act/rules) and Section 93 of the Act.

9.2 Subject to compliance and reporting as above, the case is disposed of in these terms.

**(S.Govindaraj)**  
**Commissioner for Persons with Disabilities**