



CWP-18754-2026

-1-

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

129

CWP-18754-2026

Date of decision:20.07.2026

M/S PRO LABORATORIES PRIVATE LIMITED ...PETITIONER

VERSUS

STATE OF HARYANA AND OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE DEEPINDER SINGH NALWA

Present: Mr. Kshitiz Goel, Advocate and
Mr. Krishan Kanha, Advocate
for the petitioner.

Mr. Deepak Vashisth, DAG, Haryana,
for respondent No.1.

Ms. Svaneel Jaswal, Advocate,
for respondents No.2 and 3.

SUVIR SEHGAL, J.

1. This petition has been filed under Articles 226/227 of the Constitution of India for writ of mandamus to direct respondents to refund an amount of Rs.4 lakhs deposited by petitioner as bid security, along with interest at the rate of 18% per annum.

2. Pleaded case of petitioner, a private limited company, is that it participated in two tenders and deposited a bid security of Rs.2 lakhs for each tender. Online bids opened on 31.12.2015 and remained valid for a period of 180 days from the date of opening, which expired on 29.06.2016. It has been specifically averred that no contract was executed within the validity period, nor was the validity of the bid extended. Conditional letters

**CWP-18754-2026****-2-**

of acceptance were issued by respondents on 16.07.2016, Annexures P-5 and P-6, respectively, requiring petitioner to furnish a performance bank guarantee along with some documents. Petitioner replied vide letters dated 22.08.2016, Annexures P-7 and P-8, respectively, that bid validity had expired and it was no longer interested in the contract. Request was also made for refund of bid security. Thereafter, petitioner sent reminders dated 20.10.2016, Annexures P-9 and P-10, respectively, however, respondents issued a show cause notice dated 02.11.2016, Annexure P-11, calling upon petitioner as to why penal action such as forfeiture of earnest money/bid security and blacklisting should not be initiated. Petitioner submitted a detailed reply on 18.11.2016, Annexure P-12, and thereafter sent various representations between 12.09.2017 and 15.12.2020, Annexures P-13 to P-18, respectively.

3. Counsel for the petitioner contends that respondents never responded to any of representations or legal notice and have refused to return bid amount. It is his contention that respondents cannot retain the amount without any justification and the security amount should be refunded along with interest. On advance notice, respondents are represented by counsel, who have opposed the petition on ground of delay.

4. Having heard counsel for the parties and perusing the paper book, this Court finds that present petition suffers from gross, inordinate and unexplained delay and laches. It is an admitted position that grievance of petitioner arose in the year 2016 as bid validity expired on 29.06.2016. A conditional acceptance letter was issued on 06.07.2016 and a show cause notice proposing forfeiture was issued on 02.11.2016. Petitioner categorically refused to proceed with the contract and demanded refund of



CWP-18754-2026 -3-

security deposit. Instead of taking recourse to legal remedy, petitioner sent various representations and filed the instant petition in the year 2026. This demonstrates a staggering delay of nearly a decade from the date when the cause of action arose.

5. Petitioner has attempted to explain the prolonged delay by placing reliance upon representations allegedly sent to respondents between 2017 and 2020. It is a well-settled proposition of law that submitting representations neither extends the period of limitation nor it justifies laches. A litigant cannot sleep over his rights for a decade and then approach the writ court expecting relief merely because it was sending communication to the authorities. Law assists the vigilant, not those who sleep over their rights. Even if last representation, which is in shape of legal notice dated 15.12.2020, Annexure P-18, is taken into account, there is still an absolute and unexplained silence for over five years before approaching this Court. Writ jurisdiction under Article 226 of the Constitution is a discretionary and extraordinary remedy, which cannot be invoked at whim and fancy. This Court declines to exercise its discretion in favour of a litigant, who has shown lethargy in pursuing its legal remedy.

6. For the foregoing reason, present writ petition is dismissed solely on the ground of delay and laches, without expressing any opinion on the merits of petitioner's claim.

(SUVIR SEHGAL)
JUDGE

20.07.2026
sheetal

(DEEPINDER SINGH NALWA)
JUDGE

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No