

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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CWP-15356-2018

Decided on : 06.06.2018

Sunil Kumar

... Petitioner

Versus

Haryana Land Reclamation & Development Corporation Ltd. & others

... Respondents

**CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA
HON'BLE MR.JUSTICE ANUPINDER SINGH GREWAL**

Present: Mr. Vijay Pal, Advocate, for the petitioner.

G.S. Sandhawalia, J. (Oral)

The impugned order dated 01.06.2018 (Annexure P-7), passed by the respondent-Corporation, is only a show cause notice, as the documents furnished for the e-tender have been found not to be as per the terms and conditions of the tender notice, especially clause 17. In such circumstances, the execution of the Memorandum of Understanding (MOU) has not been executed and the letter dated 31.05.2018 (Annexure P-4), whereby the petitioner had been asked to deposit half of the offered amount, has been held to remain in abeyance. In such circumstances, once the contract has not been completed and a final MOU has not been entered between the parties, this Court is of the opinion that the present writ petition is premature.

Counsel very candidly points out that the amount received by the Corporation has also been refunded to the petitioner and an order is likely to be passed by the Corporation, rejecting the petitioner's offer.

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In such circumstances, the present writ petition is dismissed, being premature. Needless to say that if the representation dated 04.06.2018 (Annexure P-13), which has allegedly been made to the Corporation, will be kept in mind, while passing any order by the Corporation, by giving reasons for rejection of the offer. Petitioner shall also be at liberty to challenge any order, to be passed, which is adverse to him.

**(G.S. SANDHAWALIA)
JUDGE**

JUNE 06, 2018
sailesh

**(ANUPINDER SINGH GREWAL)
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No