

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

**CWP No. 92 of 2017  
Date of decision: 20.02.2018**

**Manju Kaushik W/o Sh. Rakesh Kaushik R/o H.No. 54, Bhagat Singh Colony, Near Bhora Public School, Ballabgarh.**

**.....Petitioner**

**Vs.**

**Haryana Urban Development Authority and others**

**.....Respondents**

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL  
HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL**

Present: Mr. Manoj Kumar Sood, Advocate, for the petitioner.  
Mr. Deepak Sabharwal, Advocate for the respondents-HUDA

**Ajay Kumar Mittal,J.**

1. Prayer in this petition filed under Articles 226/227 of the Constitution of India is for a direction to the respondents to issue the challan after the bid which was submitted by the petitioner in e-auction on 24.08.2016 as Annexure P.3. Further direction has been sought to the respondents to accept 10 per cent of the bid amount and issue the allotment letter as per the terms and conditions of the e-auction. Prayer has also been made for restraining the respondents from re-auctioning the site for which the petitioner had already given the bid on 24.08.2016.

2. A few facts relevant for the decision of the controversy involved as narrated in the petition may be noticed. The respondents issued an advertisement for conducting e-auction of various sites in Faridabad. As per advertisement, the petitioner had to download the Brochure which contained

the terms and conditions of the e-auction and the date on which the auction was to take place. The registration charges were ₹ 1000/-. The petitioner deposited the said amount and got herself registered for e-auction. The user name and password were provided to the petitioner for e-auction. Before e-auction, the petitioner had to deposit security for participating in e-auction. She deposited ₹ 1,69,160/- on 18.08.2016 for Dhaba Site No. 84, Sector 58, Faridabad. As per the auction notice, the e-auction for Dhaba Site in question was to be conducted on 24.08.2016. The petitioner gave the bid of ₹ 85,58,000/- against the reserve price of ₹ 84,58,000/-. The bid was registered with the respondents. As no other bid was received by the respondent department, the bid of the petitioner was the highest and the e-auction was closed at 5:00 PM on 24.08.2016. As per procedure, after the bidding, the challan was to be generated and 10 per cent of the bid amount had to be deposited till 25.08.2016. Since only one bid was received by the respondent department, challan was not generated on 25.08.2016. The petitioner contacted respondent No.2 with regard to deposit of 10 per cent of the bid amount, but the said respondent did not issue challan and thus, 10 per cent of the amount could not be deposited on 25.08.2016, though the petitioner was having sufficient balance in her account to pay the said amount. After e-auction, respondent No.2 gave the statement that they were only able to sell one site in Sector-58, Faridabad which was conducted from 22.08.2016 to 24.08.2016 and that with regard to other sites, they would conduct e-auction again. The petitioner met respondent No.2 many times and prayed for issuing the allotment letter as she was ready to pay the amount but respondent No.2 had neither issued the challan after the bidding nor rejected the bid. Respondent No.2 had not issued any order or communication after bidding took place on 24.08.2016. Now, the petitioner has come to know that

respondents are again conducting e-auction of all the sites including the one for which she had given the bid. According to the petitioner, after bidding for the site in question, substantial right had accrued in her favour and now respondents without taking any decision on her bid, cannot put the same site on e-auction. Hence the instant writ petition by the petitioner.

3. A written statement has been filed by the Estate Officer, HUDA, Faridabad on behalf of respondent Nos. 1 & 2, wherein it has been inter alia stated that the petitioner participated in the e-auction after accepting the terms and conditions. She is now estopped from challenging the non-acceptance of her bid in the e-auction. She was the only bidder for the site in question and the competent authority did not accept the bid on the ground that the site did not fetch the adequate price. It has been further stated that even if the public auction had been completed and the petitioner was the highest bidder, no right had accrued to her till the issuance of confirmation letter to her. On these premises, prayer for dismissal of the petition has been made.

4. We have heard the learned counsel for the petitioner.

5. Examining the undisputed facts, admittedly, the respondents issued an advertisement for conducting e-auction for various sites in Faridabad. Before e-auction, the petitioner had deposited security for participating in e-auction amounting to ₹ 1,69,160/- on 18.08.2016. The e-auction for Dhaba site in question was conducted on 24.08.2016 and bid of the petitioner was registered with the respondents. The e-auction was closed at 5:00 PM on 24.08.2016. 10 per cent of the bid amount was to be deposited till 25.08.2016. The petitioner was the sole bidder and, therefore, no challan was generated. Respondent No.2 announced that they were able to sell only

one site in Sector 58, Faridabad and with regard to other sites, they would conduct e-auction again.

6. Clause 3 of the terms and conditions of the e-auction as per brochure Annexure P.1 reads thus:-

“HUDA reserves the right to accept or reject any or all the bids or withdraw any of the sites or cancel/postpone the e-auction without assigning any reasons thereof.”

Further clause 4 reads thus:-

“Offer will be received subject to the reserve price. The Competent Authority, HUDA have the right to accept the bid up-to or beyond such reserve price.”

7. A perusal of Clause 3 quoted above shows that right to accept or reject any or all the bids or withdraw any of the sites or cancel/postpone the e-auction without assigning any reasons thereof has been given to HUDA. Further as per Clause 4, it has been provided that the offer will be received subject to the reserve price. The Competent Authority has been given the right to accept the bid upto or beyond such reserve price. In the present case, the petitioner was the sole bidder as no other bid was received. Thus, as per stand taken by the respondents in the written statement, the bid of the petitioner was not accepted on the ground that the site did not fetch the adequate price. Further, it was entirely within the domain of the respondent authorities to accept or reject the bid keeping in view the overall interest. Learned counsel for the petitioner has not been able to produce any material on record to prove that the action taken by the respondents is either malafide, illegal or arbitrary.

8. Moreover, identical issue arose before this Court in Civil Writ Petition No. 26470 of 2015 (*Windsoft Technologies (An Educational Trust)*)

***Vs. Haryana Urban Development Authority and others***, decided on July 12, 2016. The said question was adjudicated against the petitioner.

9. In view of the above, we do not find any merit in the writ petition and the same is hereby dismissed. Learned counsel for the petitioner prayed for refund of the amount deposited by her. However, it would be in the fitness of things, that the amount deposited by the petitioner is refunded to her in accordance with law. Ordered accordingly.

**(Ajay Kumar Mittal)**  
**Judge**

**February 20, 2018**  
**‘gs’**

**(Anupinder Singh Grewal)**  
**Judge**

Whether speaking/reasoned  
Whether reportable

**Yes**  
**Yes**