

CWP No. 7922 of 2018 (O&M)

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

**CWP No. 7922 of 2018 (O&M)
Date of decision: 25.03.2019**

Lal Chand

... Petitioner

Versus

State of Haryana and others

... Respondents

**CORAM: HON'BLE MR. JUSTICE KRISHNA MURARI,
CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI, JUDGE**

**Present: Mr. Dharminder Singh Randhawa, Advocate,
for the petitioner.**

Mr. Deepak Balyan, Additional A.G. Haryana.

**Mr. Prateek Gupta, Advocate,
for respondents No.2 and 3.**

KRISHNA MURARI, CHIEF JUSTICE (Oral)

By means of this writ petition under Article 226 of the Constitution of India, petitioner has approached this Court seeking following main reliefs:-

“(i) Issue a writ in the nature of Certiorari for quashing the order dated 22.03.2018 (Annexure P-2) vide which the contract of multiple parking allotted vide letter No. 3700/DRCS/PKL dated 29-12-2017 (P-1) has been cancelled and the petitioner has been further debarred from participating in auction of any type being illegal, arbitrary, discriminatory and unconstitutional;

(ii) Issue a writ in the nature of Certiorari for quashing the e-tender notice issued on 24-03-2018 (Annexure P-3-) for the

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allotment of multiple parking Sector-1, Panchkula;

(iii) Issue any other writ, order or direction which this Hon'ble Court may deem fit and proper in the peculiar facts and circumstances of the case."

So far as order dated 22.03.2018 (Annexure P-3) is concerned, it consists of three parts, i.e. (i) cancellation of the contract of multi-storey parking lot at District Secretariat, Sector-1, Panchkula, awarded in favour of the petitioner, (ii) forfeiture of the security amount, and (iii) debarment of the petitioner from participating in any future auction by the District Red Cross Society, Panchkula.

Learned counsel for the petitioner concedes that so far as first part of the impugned order, pertaining to cancellation of the contract, is concerned, the same is rendered infructuous due to efflux of time.

So far as second part is concerned, since the contract has been cancelled on account of violation of condition No.11 of the tender letter, forfeiture of the security amount also cannot be said to be unjustified. So far as third part with respect to the debarment of the petitioner from participating in any future auction for an indefinite period, is concerned, it is contended that the same is bad in law for want of notice and opportunity of hearing. Thus, the same cannot be sustained.

Mr. Prateek Gupta, learned counsel for respondents No.2 and 3 could not dispute the fact that the order has been passed without any notice or opportunity of hearing and the debarment for an indefinite period is against the settled legal position.

In the facts and circumstances, third part of the order dated 22.3.2018 (Annexure P-3), blacklisting the petitioner for an indefinite

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period, is hereby set aside. Respondent No.3 is directed to take a fresh decision in this regard after notice and affording opportunity of hearing to the petitioner, within three weeks from the date of production of a certified copy of this order.

The petition accordingly stands disposed of.

(KRISHNA MURARI)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

March 25, 2019

AK Sharma

Whether speaking / reasoned:
Whether Reportable:

YES
NO