IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

110+214

Civil Writ Petition No.1972 of 2021 (O&M)
Date of Decision: March 1st, 2021

Rohit Garg

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH
HON'BLE MR. JUSTICE ASHOK KUMAR VERMA

Present: Mr. Chetan Mittal, Senior Advocate
with Mr. Nitin Sherwal, Advocate
for the applicant-petitioner.

Mr. Ankur Mittal, Additional Advocate General, Haryana.

(PROCEEDINGS THROUGH V.C.)

AUGUSTINE GEORGE MASIH, J.

Petitioner was a successful bidder in the auction dated 18.02.2019 and had deposited the requisite 10% of the bid amount for the purpose of issuance of Regular Letter of Allotment. The said allotment letter had not been issued despite the petitioner making various requests and efforts. Petitioner has approached this Court praying for issuance of a writ of certiorari to quash letter dated 22.10.2019 (Annexure P-2) intimating the petitioner that the bid has not been accepted and thereafter letter dated 05.01.2021 (Annexure P-4) declaring the petitioner unsuccessful in the auction by the Deputy General Manager (C&H), Haryana State Industrial and Infrastructure Development Corporation Ltd.-respondent No.3, which according to the petitioner is an incompetent authority, without assigning any reason or granting an opportunity of hearing, which action being arbitrary, illegal, perverse, without jurisdiction, unjustified and against the principles of natural justice deserve to be set aside. A writ of mandamus has also been prayed directing the respondents to issue him the Regular Letter of Allotment being a successful bidder in the voice auction of Commercial Towers (Tower/Block-D) in IMT/Export Complex at Panipat, held on 18.02.2019.

2. In brief the facts are that the petitioner, in pursuance to the allotment scheme floated by Haryana State Industrial and Infrastructure Development Corporation (HSIIDC), Panchkula, of Commercial Towers IMT/Export Complex at Manesar and Panipat through voice auction to be held on 18.02.2019, applied for the same by depositing an amount of ₹15 lakh as earnest money through demand draft dated 14.02.2019. Petitioner participated in the voice auction and offered a bid of ₹6.25 crore for site mentioned at Sr. No.2 of the brochure i.e. Tower/Block-D of Commercial Towers in IMT/Export Complex at Panipat measuring 1728 square meters. As per the petitioner, the auction committee of HSIIDC, finding it very less, asked the petitioner to increase the bid, which the petitioner enhanced to ₹7 crore. However, after negotiations, petitioner raised the bid to ₹8 crore to get the site, which was, according to him, accepted by the auction committee. Petitioner, being a successful bidder, was asked by the auction committee to deposit 10% of the bid amount i.e. ₹80 lakh after adjusting the amount of earnest money deposit. Petitioner, accordingly, deposited the remaining amount of ₹65 lakh by way of RTGS on 20.02.2019 in the account of HSIIDC in Union Bank of India, Chandigarh. Rest of the amount was to be paid as per the schedule after issuance of the Regular Letter of Allotment by the respondents as per the terms and conditions of the auction brochure, copy whereof has been placed

on record as Annexure P-1.

3. Petitioner waited for issuance of Regular Letter of Allotment and had been contacting the respondents every now and then. To the surprise of the petitioner, after a gap of more than eight months, he received a letter dated 22.10.2019 (Annexure P-2) issued by the Deputy General Manager (C&H)-respondent No.3, requiring the petitioner to furnish bank account details for refund of RTGS made on 20.02.2019 in pursuance to the bid dated 18.02.2019 as the said bid had not been accepted. No reasons were mentioned in the said letter for the non-acceptance of the bid. The said communication being arbitrary, without any basis and justification, shocked the petitioner.

4. Petitioner approached the respondents various times requesting for withdrawal of the illegal letter dated 22.10.2019 (Annexure P-2) and for issuance of the allotment letter. When nothing came out of the efforts of the petitioner, he submitted a representation dated 30.09.2020 (Annexure P-3) before the Chief Minister, Haryana, highlighting his grievance which was referred to the Managing Director, HSIIDC, to take a decision in the meeting of the Board of Directors. Petitioner ultimately has received a letter dated 05.01.2021 (Annexure P-4) from the Deputy General Manager (C&H)-respondent No.3 along with a demand draft dated 14.02.2019 of ₹15 lakh deposited by the petitioner towards earnest money deposit. It is through this letter that the petitioner was declared as unsuccessful in auction after almost two years from the date of auction and deposit of the requisite amount. In this communication also, neither any reason was assigned nor was any opportunity of hearing granted, which is in violation of principles

of natural justice and illegal, arbitrary, *mala fide*. In the said communication, it was mentioned that on two earlier occasions i.e. 13.11.2019 and 04.03.2020, petitioner has been called upon to submit the details of his bank account so that the amount deposited by the petitioner could be refunded but the petitioner had not provided the same.

5. Petitioner asserts that he was astonished and anguished to find that prior to communicating the decision with regard to declaring the auction bid of the petitioner as unsuccessful vide communication dated 05.01.2021, respondents had already initiated the process of conducting fresh auction of the site in question vide its brochure for E-auction dated 29.12.2020 (Annexure P-5). Petitioner put forth his grievance by way of an email dated 22.01.2021 (Annexure P-6) and protested in the manner the auction in which the petitioner was successful has not been accepted and a fresh auction has been ordered. Request was also made for withdrawal of the fresh auction to be held.

6. Petitioner, in the light of the above, has approached this Court by way of present writ petition challenging the letters dated 22.10.2019 (Annexure P-2) and 05.01.2021 (Annexure P-4) received by him from Deputy General Manager (C&H), HSIIDC-respondent No.3 on the ground that the said communications do not indicate or assign any reason for non-acceptance of the bid of the petitioner nor was any opportunity of hearing given to the petitioner, which action of the respondents being violative of the principles of natural justice, illegal, unconstitutional, against the rights of the petitioner, is not sustainable.

7. It is asserted that the public authority is required to act

responsibly and that too within a reasonable period of time, for which reliance has been placed upon the judgment of this Court passed in *CWP No.15975 of 2000* titled as *Lalit Kumar and another Versus State of Haryana and others*, decided on 03.12.2013, where this Court had held while dealing with the allotment of plots by Haryana State Agricultural Marketing Board that the delay in finalizing the auction and rejecting it at a belated stage would not be acceptable. Petitioner has also challenged the impugned letters on the ground that no decision has been taken by the competent authority as the said letters have been communicated by the Deputy General Manager of HSIIDC and no order of the Chairperson/Managing Director has ever been communicated to the petitioner with regard to the non-acceptance of the bid or declaring him unsuccessful. The decision, therefore, taken by an incompetent authority would not bind the petitioner as the same would be illegal. It has been asserted that as per condition No.I (1) as per the brochure dated 18.02.2019, HSIIDC had a right to accept or reject the bid or withdraw any property from the auction on the spot and not thereafter. The impugned letters have been issued to the petitioner after a period of more than eight months and thereafter 23 months, which would be contrary to the terms and conditions of the brochure itself.

8. Petitioner, on the basis of the information received on an application dated 21.01.2020 (Annexure P-7) moved under the Right to Information Act, asserts that although the indicative price was given as ₹12 crore but in the pre-bid meeting held on 05.02.2019, it was explained that at times, HSIIDC intends to dispose of the properties lying with them with no

buyers in the market. It is with this in mind that the concept of indicative price against reserved price has been introduced, where if first auction of a particular site is unsuccessful, bidders could offer a lower bid against the value indicated in the brochure bringing in a concept of flexibility irrespective of the market value/DC rates etc. Petitioner had accordingly proceeded to participate in the auction and had increased his bid amount from 6.25 crore to ₹8 crore and that too on asking of HSIIDC auction committee on 18.02.2019 and has also deposited the amount as sought for by the auction committee after having accepted his bid and declaring him a successful bidder at the fall of the hammer. The said amount was also deposited by the petitioner within the time stipulated i.e. 48 hours. It is, therefore, asserted that the petitioner has completed all the formalities and the respondents have arbitrarily not accepted the bid of the petitioner.

Reference has also been made to the minutes of meeting dated 22.05.2019 held under the Chairmanship of the Chief Minister with various ministers and dignitaries of the respondents, wherein a decision was taken with regard to the policy for disposal of HSIIDC inventory through indicative bidding process, wherein the factum that there has been bearish real estate market and unrealistic reserve prices leading to the unsuccessful auctions of the plots/sites finds mentioned. Assertion has thus been made that the reverse bidding having been permitted, the bid of the petitioner for ₹8 crore, which was highest bid for the site, was required to be accepted, especially when no reasons have been assigned for rejection of the same.

It is, therefore, prayed that the writ petition deserves to be accepted by setting aside the impugned letters dated 22.10.2019

(Annexure P-2) and 05.01.2021 (Annexure P-4) and for declaring the petitioner a successful bidder.

9. Written statement on behalf of respondents No.2 to 4 has been filed, wherein it has been mentioned that the challenge to the impugned letters is misconceived as the bid given by the sole bidder (petitioner) was 33% lower than the indicative/reserved price of the site, which was liable to be rejected at the outset. It is asserted that merely giving a bid does not vest any right in the bidder to seek the allotment in his favour as the auction is only an invitation of offer. The bidder does not acquire any right in his favour even if his bid is the highest until and unless the same is accepted by the competent authority. Referring to the terms and conditions of the brochure, it has been asserted that the Corporation has reserved the right to accept or reject any or all the bids and thus the rejection of the bid of the petitioner is within the power of the respondent-Corporation. It has also been asserted that it was specifically mentioned that no reasons would be assigned for such rejection or non-acceptance of the bid. Bidders have a limited right to equity and fair treatment in the matter of evaluation of competitive bids offered by interested person in response to the notice inviting tenders. Disposal of the public property by the State or its instrumentalities partakes character of a trust and the move adopted for disposal of the said property needs to be fair and transparent. Apart from this, the authority accepting or refusing the bid, should take action free from arbitrariness or favouritism. These being the principles, the respondents have followed the same and violated none.

On the factual aspect, it is asserted that as per Clause C (1) of the brochure/bid document, an intending bidder was required to register by depositing an amount towards earnest money deposit to take part in the auction. Petitioner had deposited ₹15 lakh in pursuance thereto. On 18.02.2019, the bid which ultimately was submitted by the petitioner, was to the tune of ₹8 crore against the indicative/reserve price of ₹12 crore, which was almost 33% lower than the indicative price. Although bidding below the indicative/reserved price was allowed, however, the same was subject to acceptance by the competent authority of HSIIDC. Since the petitioner had submitted a bid of ₹8 crore, he was required to remit an amount equivalent to 10% of the quoted bid amount within 48 hours after adjustment of earnest money deposit by the highest bidder for consideration of his bid as in the eventuality of successful bidder failing to deposit the said amount, the bid stood rejected and the earnest money deposited would be forfeited to the Corporation. This is at the initial stage of bid alone, which is subject to the approval of the authority.

It is stated that on acceptance of the bid, the bidder is required to remit 15% of the quoted amount of the bid as per Clause D (3) of the brochure. Merely because the petitioner had deposited 10% of the bid amount does not mean that the bid had been accepted. Right, if any, would accrue in favour of the bidder only when the bid is accepted and the payment is made towards the allotment as per the terms.

10. Since the respondents were of the view that the bid amount of ₹8 crore was on the lower side, market valuation of the site was got done from two empanelled architects M/s. Vistara Consultants and S. Sourabh and Associates, who had given their reports. As per M/s. Vistara

Consultants, the fair market price was ₹10.33 crore and as per S. Sourabh and Associates, it was ₹9.33 crore. This reflected clearly that the market value of the site was much higher than the bid submitted by the petitioner and further the last auction held in the year 2005 for Tower A for the site measuring 2592 square meters fetched ₹13.26 crores. This depicted that the bid given by the petitioner was on a much lower side. The competent authority had taken a decision for not accepting the bid of the petitioner and, therefore, letter dated 22.10.2019 (Annexure P-2) was issued conveying the decision about non-acceptance of the bid submitted by the petitioner and asked him to confirm the bank account number and to submit a copy of the cancelled cheque in order to process the refund of the amount. Reminders were also sent on 13.11.2019, 29.11.2019 and 04.03.2020 but without any response.

Once again, letter dated 05.01.2021 had been issued calling upon the petitioner to submit the cancelled cheque so that the amount deposited by the petitioner could be refunded. The demand draft of ₹15 lakh, which was submitted by the petitioner as earnest money deposit for participation in the auction was also returned along with the said letter.

11. The stand taken by the respondents for not accepting the bid of the petitioner is that the respondents were within their right to reject the bid of the petitioner as per the terms of the brochure. Further the bid submitted by the petitioner i.e. ₹8 crore was substantially low by about 33% of the indicative/reserved price of ₹12 crore and was also lower to the valuation price and, thus, the non-acceptance of the bid of the petitioner was in public interest as the action of the respondent-Corporation is rationale and

justified as the very purpose of the auction was for generation of revenue, which would not be achieved. The loss of revenue would be a good ground for rejection of a bid. In support of this stand, reliance has been placed upon the judgment of this Court in *CWP No.29916 of 2019* titled as *Sanjay Garg and another versus State of Haryana and another*, decided on 29.11.2019, where loss of revenue has been held to be a valid reason for rejection of the highest bid unless shown to be *mala fide* or motivated for extraneous considerations. With reference to the stand of the petitioner that the decision has not been taken by the competent authority, the same is not sustainable as the decision has been taken by the competent authority, what has been done is only that the decision has been conveyed through the letters dated 22.10.2019 (Annexure P-2) and 05.01.2021 (Annexure P-4).

12. As regards the delay, it has been explained that the petitioner was duly informed about the decision taken with regard to non-acceptance of his bid vide communication dated 22.10.2019 (Annexure P-2). He was also called upon to submit his bank account details so that the amount of earnest money deposit and the balance of 10% of the bid amount deposited by the petitioner could be refunded, to which no response was received despite various requests submitted. Referring to Section 10 of the Indian Contract Act, 1872, it has been asserted that for a contract to be enforceable, the requirement is of an acceptance thereof. An auction constitutes only an invitation or offer and unless the same is accepted, even if a person is a highest bidder, no right for enforcing such a bid would be maintainable. In support of this assertion, reliance has been placed upon the judgment of the Supreme Court in *Haryana Urban Development Authority*

and others Versus Orchid Infrastructure Developers Pvt. Ltd. 2017 (4) SCC 243. In the light of the above, prayer has been made for rejection of the writ petition being devoid of merit, especially when no right has accrued to the petitioner.

13. Learned senior counsel for the petitioner has argued the case on the lines of the pleadings and has pressed into service a Full Bench judgment of this Court in *Subhash Chand Versus State of Haryana and others 2007 (3) R.C.R. (Civil) 548* to assert that although the highest bidder at an auction may not have a vested right but the concerned authority can refuse to accept the bid only for relevant reasons, which it is bound to record. Such reasons must not only be reasonable but also relevant and the concerned person is required to be given an opportunity to project his viewpoint. Every State action has to be reasonable and not arbitrary and any decision, which prejudicially affects any person must be in consonance with the principles of natural justice.

A reference has also been made to the Division Bench judgment of this Court in *Raghbir Singh Versus State of Haryana and others 2014 (5) R.C.R. (Civil) 142* to contend that the action of the State has to be reasonable, fair and just and in consonance with the rules of law. A bidder cannot be put to loss in spite of running after the State agencies from the date of auction till the passing of the impugned order.

Relying upon the judgment of the Hon'ble Supreme Court in *Mohinder Singh Gill and another Versus The Chief Election Commissioner, New Delhi and others AIR 1978 SC 851*, he asserts that the order passed by a statutory functionary when to be tested, validity is to be judged by the reasons so mentioned and cannot be supplemented by fresh reasons in the shape of affidavit by taking any additional ground in the affidavit. Reasons could not be further added to the order under challenge. Reference has also been made to the judgment of this Court passed in *CWP No.15975 of 2000* titled as *Lalit Kumar and another Versus State of Haryana and others,* decided on 03.12.2013. He, on this basis, asserts that the petitioner is entitled to the prayer made in the present writ petition by setting aside the impugned letters as the action of the respondents is unreasonable, arbitrary, unjust and not in accordance with law.

14. On the other hand, Mr. Ankur Mittal, learned counsel for the respondents, has submitted on the basis of the factual aspects that there has been no delay on the part of the Corporation as the communication has been made to the petitioner with regard to the non-acceptance of the bid on the basis of the valuation of the property carried out as at the very outset, it was found that the bid, which has been submitted by the petitioner was on the lower side i.e. 33% less than the indicative/reserved price. He further asserts that there being no concluded contract between the petitioner and the respondent-Corporation, the writ petition would not be maintainable as there is no enforceable right conferred upon the petitioner. Merely because he is the highest bidder would not be a ground enough to file a writ petition and for support of the same, he placed reliance upon the judgment of the Supreme Court in the case of Orchid Infrastructure Developers Pvt. Ltd. (supra). He asserts that simply because he has submitted 10% of the bid amount would not confer any right on him unless the bid of the petitioner is accepted by the competent authority.

Reliance has also been placed by him on the judgment of the

Supreme Court in *Meerut Development Authority Versus Association of Management Studies and another 2010 (8) R.C.R. (Civil) 2848* to contend that the power of judicial review does not confer upon the Court to look into the merits or correctness of the decision but with the manner in which the decision is taken or the order is made. The Court cannot substitute its own opinion for the opinion of the authority deciding the matter.

Relying upon the judgment of the Supreme Court in *Laxmikant and others Versus Satyawan and others 1996 AIR (SC) 2052,* he contends that in a public auction, which takes place, the highest bidder does not get any right to property under auction even though he has deposited the earnest money. Unless the bid is accepted by the competent authority, no right is conferred upon the bidder, although some percentage of the bid amount has been deposited. For similar aspect, reliance has been placed upon the judgment of the Supreme Court in *Rajasthan Housing Board Versus G.S. Investments and another 2007(1) SCC 477***.** Emphasis has also been placed by the learned counsel for the respondents in the case of Sanjay Garg (supra) to contend that loss of revenue by acceptance of the bid of a highest bidder has been held to be a valid reason for rejection of the highest bid as in the present case. Prayer has thus been made for dismissal of the writ petition.

15. We have considered the submissions made by the counsel for the parties and with their assistance, have gone through the pleadings and the judgments referred by them.

16. Brochure which is appended along with the writ petition as Annexure P-1 spells out the terms and conditions for voice auction of

Commercial Towers. Clause 'B' gives the details as to how to participate in the auction. According to this, earnest money deposited has to be made by the intending bidder, who is required to register himself/herself for participation in the auction. Prices have been kept as indicative prices. Bids below indicative price have also been made permissible as per Clause B (2). Clause B (3) clearly spells out that the Corporation may without any reason withdraw any or all sites from auction at any stage. HSIIDC reserved the right to accept or reject any or all the bids or cancel/postpone the auction without assigning any reason thereof.

17. Petitioner had participated for Item No.2 as detailed in Clause 'C'. Indicative price thereof is ₹12 crore. Clause 'D' lays down the payment terms, according to which the successful/highest bidder is required to remit an amount equivalent to 10% of his quoted bid amount within 48 hours of closing of auction. In case of failure to do so, the bid shall stand rejected and the earnest money deposited for participation in auction shall stand forfeited to the Corporation. Sub-clause 3 of Clause 'D' talks of issuance of the Regular Letter of Allotment in favour of a successful bidder after acceptance of the bid. Rest of the formalities with regard to the deposit of the amount follows thereafter, such as requirement of deposit of another 15% of the quoted bid amount within 30 days of the date of Regular Letter of Allotment. Clause 'I' deals with other terms and conditions. According to sub-clause 1 thereof, the HSIIDC shall have a right to accept/reject any bid or withdraw any property from the auction on the spot without assigning any reason. Sub-clause 12 of Clause 'I' states that the offer will be received subject to indicative price and to the right of the competent authority,

HSIIDC to accept the bid up to or beyond such indicative price.

18. In the light of the above terms and conditions for the auction, it is apparent that merely on the deposit of the earnest money or 10% of the quoted bid amount, the successful/highest bidder would not be entitled to the issuance of Regular Letter of Appointment unless acceptance of the bid. Even after the deposit of 10% of the quoted bid amount, it is only an offer on the part of the bidder. The contract does not conclude unless this offer is accepted by the competent authority. The contention of the petitioner, therefore, that he being the highest bidder would be entitled to issuance of a Regular Letter of Allotment, is misplaced. This is for the reason that the respondent-Corporation had reserved the right to accept or reject any or all the bids without assigning any reason thereof. This is apparent from sub-clause 3 of Clause 'B' as also sub-clause 12 of Clause 'I'. The petitioner, therefore, cannot press as a matter of right that he being the highest bidder, was entitled to acceptance of the said bid. The judgments on which reliance has been placed by the counsel for the respondents hold the same in clear and categoric terms. Reference in this regard can be made to the judgment in Rajasthan Housing Board (supra), Laxmikant and others (supra), Orchid Infrastructure Developers Private Limited (supra).

19. Hon'ble Supreme Court in the case of Orchid Infrastructure Developers Private Limited (supra) with regard to the maintainability of the suit in the absence of concluded contract has not only held that highest bidder has no vested right to have the auction concluded in his favour but has further held that the Government or its authorities could validly retain power to accept or reject the highest bid in the interest of public revenue. There is no right acquired and no vested right accrued in favour of a bidder

merely because his bid amount was highest and he had deposited 10% of the bid amount and the allotment letter had never been issued to the bidder because of non-acceptance of the bid as in the present case. Law on this aspect has been referred to in detail in the said judgment and thereafter in para 16, it has been held as follows:-

> *"16. In the light of the aforesaid discussion, it is evident that in the absence of a concluded contract, i.e. in the absence of allotment letter and acceptance of highest bid, the suit by the plaintiff was wholly misconceived. Even if non-acceptance of the bid was by an incompetent authority, the court had no power to accept the bid and to direct the allotment letter to be issued. Merely on granting the declaration which was sought that rejection was illegal and arbitrary and by incompetent authority, further relief of mandatory injunction could not have been granted, on the basis of findings recorded, to issue the allotment letter, as it would then become necessary to forward the bid to competent authority – Chief Administrator - for its acceptance, if at all it was required."*

20. As regards the contention of the counsel for the petitioner that the rejection of the bid of the petitioner is not by the competent authority, we had called for the original records, which have been received by us. On perusal of the same, we find that the matter has been duly considered by the competent authority i.e. the Managing Director, HSIIDC and reasons have also been assigned for rejection of the bid of the petitioner, which stand has been indicated in the written statement filed by the respondents. The contention of the petitioner thus cannot be accepted.

21. The submission of the counsel for the petitioner that the reasons, which have been assigned for non-acceptance of the bid of the petitioner, are not acceptable and no reasons at a subsequent stage can be

added, suffice it to say that the letters dated 22.10.2019 (Annexure P-2) and 05.01.2021 (Annexure P-4), which have been impugned by the petitioner, are merely communications of the decision taken by the competent authority and not the decisions itself. Reasons are very much available on the file, which we have perused. The respondents have also depicted the same in the reply, which has been filed, according to which the petitioner was the only single bidder, who had submitted a bid of ₹8 crore as against the indicative/reserved price of ₹12 crore, which was almost 33% lower than the indicative price. At the very outset, the said price was found to be on the lesser side. On consideration of the matter, market valuation of the site was got done to ascertain the correct current position to clear any doubt from M/s. Vistara Consultants and S. Sourabh and Associates, the two empanelled architects. According to their assessment, they quoted the fair market value of the site at ₹10.33 crore and ₹9.33 crore respectively, which clearly indicate that the market valuation of the site was much higher than the bid submitted by the petitioner. A bid of a similar size site for Tower 'A' was received at ₹13.26 crore in the year 2005, which also showed that the bid, which has been submitted by the petitioner was on the lower side which would lead to loss of revenue to the respondent-Corporation. This exercise of auction had been resorted to for the purpose of generating revenue, which purpose would not be achieved by accepting a bid which is much lower than the market value and would not be in public interest and would be against the very purpose of generating revenue for which the whole exercise has been carried out.

The rejection of the bid, therefore, by the competent authority, cannot be said to be without any basis, justification or arbitrary, rather it has acted in the public interest for ensuring that the public property is not sold at lower rates than the market value.

22. The judgments on which reliance has been placed by the learned counsel for the petitioner would not be applicable to the present case as this Court has found the decision of the competent authority to be in accordance with law. We are in agreement with the judgment of the Division Bench of this Court in the case of Sanjay Garg (supra), where a coordinate Bench had held that the decision of the competent authority to come to a conclusion that acceptance of the highest bid would cause of loss of revenue to be a valid reason for rejection of the highest bid unless laced with *mala fide* or motivated by extraneous considerations. We do not find any of the grounds which would render the decision of the competent authority illegal or unsustainable.

23. In view of the above, finding no merit in the present writ petition, we dismiss the same.

24. In the light of the dismissal of the writ petition, CM No.2595-CWP of 2021 stands disposed of as infructuous.

(AUGUSTINE GEORGE MASIH)
JUDGE

March 1st, 2021 **(ASHOK KUMAR VERMA)**
Puneet **JUDGE**

Whether speaking/reasoned: Yes

Whether Reportable: Yes