IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Civil Writ Petition No.20943 of 2022(O&M)
Date of Decision: December 14, 2022

Amit Kishan Madan ... Petitioner

Versus

State of Haryana and others ... Respondents

Civil Writ Petition No.20937 of 2022(O&M)
Date of Decision: December 14, 2022

Anjali Madan ... Petitioner

Versus

State of Haryana and others ... Respondents

AND

Civil Writ Petition No.21889 of 2022(O&M)
Date of Decision: December 14, 2022

Anju Miglani ... Petitioner

Versus

State of Haryana and others ... Respondents

CORAM: HON'BLE MR. JUSTICE HARINDER SINGH SIDHU
HON'BLE MR. JUSTICE LALIT BATRA

Present: Mr. Akshay Bhan, Senior Advocate with
Mr. Shantanu Bansal, Advocate
for petitioner in CWP-20937, 20943-2022.

Mr. Aashish Chopra, Senior Advocate with
Mr. Alok Mittal, Ms. Mehar Nagpal, Advocates
for petitioner in CWP-21889-2022.

Ms. Tanisha Peshawaria, DAG Haryana.

Mr. Deepak Sabherwal, Advocate
for respondent-HSVP.

HARINDER SINGH SIDHU, J.

This order shall dispose of CWP-20937-2022, CWP-20943-2022 and CWP-21889-2022 as the issue involved in these petitions is identical.

The facts have been taken from CWP-20943-2022.

This petition has been filed praying for quashing condition No.3 of the Letter of Intent (for short 'LOI') dated 19.05.2022 (Annexure P-4) as per which the remaining 75% of the bid amount (after deposit of 25% of the amount) is required to be paid in lump-sum without interest within a period of 120 days from the date of dispatch of the LOI, failing which the LOI shall stand withdrawn without any further notice and 25% of the amount deposited shall stand forfeited. The challenge to this condition is premised on the ground that it is in violation of the terms and conditions of the E-Auction Policy dated 28.03.2022 (Annexure P-1) (for short “Policy 2022”)

It has been prayed that respondents be directed to adhere to the terms and conditions as stipulated in the E- auction Policy 2022 which gives an option of making payment in six half yearly equal installments.

An E-Auction Notice (Annexure P-2) for auction of the commercial properties on 19.04.2022 was uploaded on the website by respondent- Haryana Shehri Vikas Pradhikaran (HSVP). As per this notice E-auction of Residential and Commercial Properties in Gurugram, Panchkula and Faridabad Zones was to be held on 19.04.2022. It contained list of Commercial Properties which were to be e-auctioned. The petitioner has annexed the same as Annexure P-2.

21 properties listed were in Gurugram-I, 17 were in Gurugram-II, 5 were in Rewari, 2 were in Narnaul and 2 were in Dharuhera. The properties comprised Booths with or without basements, DSS (Double Storey Shop) with basement with rear courtyard, SCO site with basement with courtyard, DSS without basement, Three storey SCO with basement, and kiosk sites etc. It also included a Five storey showroom with basement. Against each property, details of the sector/urban estate, plot number, category and size in meters, area in square meters, total number of plots, permissible FAR, base price, EMD in rupees and Job Number were mentioned.

Intending to participate in the E-auction, the petitioner on 18.04.2022 deposited 5% of the base price i.e. Rs.59,48,300/- in respect of Plot No.336, Sector 29, Gurugram for registration/participation in the E-auction. The E-auction was conducted on 19.04.2022. The petitioner was declared the successful bidder for Plot No.336, Sector 29, Urban Estate, Gurugarm with a bid price of Rs.18,25,15,900/- against the base price of Rs.11,89,65,900/-. The petitioner deposited 10% of the bid amount on 20.04.2022 (after adjusting 5% of the amount already paid at the time of registration). Thereby he had made a total deposit of Rs.1,23,03,290/-.

The petitioner received the Letter of Intent (LOI) dated 19.05.2022 (Annexure P-4) for allotment of the plot on 19.05.2022. As per condition No.2 of the LOI he was required to pay another 15% of the quoted bid amount within 30 days of the dispatch of the LOI in order to make 25% of the price of the plot. As per condition No.3 of the LOI the petitioner was required to pay the remaining 75% of the bid amount in lump sum within a period of 120 days of the issue of the LOI, failing which the 25% amount already deposited would be forfeited to the credit of HSVP.

The petitioner deposited 15% of the bid amount on 15.06.2022 i.e., within 30 days of issue of LOI. Thereby, the petitioner has deposited a total of Rs.4,55,66,745/- which constitutes 25% of the bid amount.

The case set up by the petitioner is that the E-auction conducted on 19.04.2022 in pursuance to the E-Auction notice (Annexure P-2) was governed by the Policy 2022. As per Clause 31 of the Terms and Conditions prescribed therein, two options were available in respect of payment of the 75% amount. As per the first option, 75% of the bid amount was to be paid in lump sum within a period of 120 days from the date of dispatch of LOI without interest, failing which the LOI would be withdrawn without any further notice and 25% of the amount deposited would stand forfeited. The other option was that 75% of the bid amount shall be paid in 6 equal half yearly installments alongwith interest @12% per annum on the balance amount. The first installment was required to be paid on or before 6 months from date of issue of LOI.

As the LOI received by the petitioner was not in consonance with the E-auction Policy 2022, the petitioner sent an e-mail dated 08.06.2022 (Annexure P-6) to respondent affirming that he would pay the remaining 75% of the bid amount in 6 equal half yearly installments along with simple interest at the rate of 12% per annum on the balance amount as per the terms of E-Auction Policy 2022. No response was received by the petitioner to this e-mail. The petitioner, thereafter, sent another an e-mail dated 09.06.2022 (Annexure P-7) stating that he had made the bid relying on the E-auction Policy 2022 and was willing to deposit 75% of the balance amount in 6 equal half yearly installments with interest at the rate of 12% p.a. on the balance amount. In the e-mail he further stated that the LOI sent to him was not as per the abovesaid policy and the format of LOI, annexed with E-auction Policy 2022. He wrote that the matter required a clarification. However, in view of the settled legal position, he would presume that the payment has to be made by him in installments. No response was received by the petitioner to this e-mail as well.

It is contended that condition No.3 of the LOI is contrary to the E-auction Policy 2022 and is liable to be quashed. The petitioner is willing to pay the balance 75% amount in 6 equal half yearly installments as per the second option contained in Clause No.31 of the E-auction Policy 2022.

It is also contended that the petitioner has learnt that the Plot No.336 auctioned in favour of the petitioner is under encroachment. A liquor vend is situated on the said plot. The petitioner has approached the respondents requesting them to remove the liquor vend. It is pleaded that the encroachment extends to the neighbouring Plot No.335 which was auctioned to the wife of the petitioner who has sent communications dated 01.07.2022 and 04.07.2022 requesting the authorities to remove the encroachments but to no avail.

In the written statement filed on behalf of respondents No.2 and 3 - HSVP, it is stated that the respondents issued the notice for auction of commercial properties in Gurugram including Commercial SCO Site No.336, Sector 29 Gurugram (for short “SCO”). The auction was scheduled for 19.04.2022 and was on **'As is where is basis'**. A perusal of the notice (Annexure P-2) reveals that against the SCO, in the last column the **'JOB No'** is mentioned. The Job No. connotes the Architectural Control Sheet of the SCO. There is no mention in the notice (Annexure P-2) that any of the properties being auctioned are governed by the Zoning Plan.

The present SCO was put to auction as per the E-Auction Policy dated 20.05.2021 (Annexure R-2/1) (for short 'Policy 2021').

The Policy 2022 as suggested by its title ***'Regarding e-auction policy in respect of independent commercial properties which are governed by Zoning Plan'*** was in respect of independent Commercial properties which are governed by the Zoning Plan. The petitioner has not made any averment that SCO is governed by the Zoning Plan to make it covered under the Policy 2022. No Zoning Plan has been annexed with the petition. It is asserted that the petitioner is wrongly pleading that his case is governed by the Policy 2022 so that he may buy time for making payment of the 75% amount.

The written statement then makes reference to certain provisions of the The Haryana Building Code, 2017 relating to Architectural Control Sheets :

(A) ***Clause 1.2 (ix)***

*(ix) **"Architectural Control Sheet"** shall mean sheet of drawing with directions signed by the Competent Authority and kept in his office showing the measures of architectural control ;*

*(B) **Clause 3.5***

Constructing building as per Architectural Control Sheet

(1) The applicant shall obtain Architectural Control Sheet approved by an authorized officer of the Competent Authority, by applying on plain paper and as per rate fixed by Competent Authority. The applicant is not required to get the building plan sanctioned from the Competent Authority if the Architectural Control Sheet is adopted for execution in total. Provided the applicant constructs the building strictly in accordance with the standard design.

(2) The applicant shall, however, have to obtain formal permission from the Competent Authority for starting construction of the building and shall also intimate date of commencement of construction of building to the Competent Authority.

*(C) **Clause 6.1***

Use of site, type and character of building

(1) Type and character of building, including ancillary buildings, that may be erected or re-erected on a site and the purpose for which these may be used shall not be other than shown in the Development Plan or the approved layout plan or sector plan or zoning plan.

(2) Where the site does not form part of such layout or sector plan or zoning plan, the use shall be in conformity with the use of the surrounding area, or use prescribed in development plan and the decision of the Competent Authority shall be final in this respect.

(3) Every building that may be erected or re-erected on a

site shall, in addition to the foregoing restriction, comply with the restriction shown in the Architectural Control Sheets, wherever applicable, shall have precedence over the zoning plan or the building Code.

(4) Every building that may be erected or re-erected on site shall, in addition to other restrictions under this Code, comply with the provisions made in the National Building Code of India (amended from time to time), wherever this building Code is silent.

It is stated that a reading of the above clauses of the Haryana Building Code makes it clear that the use and type of site shall be governed by the land uses prescribed in the Development Plan which in present case is commercial. The approved layout plan also provides for commercial use and type of property is SCO three storey with basement. As per the Haryana Building Code wherever the Architectural Control Sheets are provided for, the same shall have precedence over the Zoning Plan. The maximum permissible ground coverage, permissible basement, maximum permissible Floor Area Ratio (FAR), maximum permissible height in respect of Shop-cum-Flat (SCF) or Shop-cum-Office (SCO) or Shop-cum-Office-cum-Flat (SCOF) or Double Storey Shop (DSS) purposes or for shopping booths shall be as per the Architectural Control Sheets.

It is urged that it is clear on face of record that the present SCO is governed by Architectural Control Sheets. In this regard, Job No.2727 which connotes Architectural Control Sheet was duly mentioned in the notice. A copy of the job sheet No.2727 has been annexed as Annexure R-2/3 with the reply. It is asserted that there does not exist any Zoning Plan of the present SCO.

It has further been explained that Architectural Control Sheets are standard designs. The building is to be constructed as per said sheet/design and no approval of building plan is required. In case of sites governed by Zoning Plan, an allottee is required to get the building plan approved within the parameters laid down in the Zoning Plan before raising construction.

It is stated that the due date for payment of remaining 75% of quoted bid amount was 15.09.2022. However, instructions dated 23.02.2021 have been issued as per which where 75% amount has not been deposited within due date, then allottee may be allowed to deposit the same with 15% penal interest for the delayed period subject to condition that the payment shall be made within 30 days after the stipulated period. The said period will expire on 14.10.2022 in present case. In case, payment of remaining 75% is not made within the said period, the allotment shall stand cancelled and deposited amount shall stand forfeited.

Regarding the alleged encroachment on the site it is asserted that the petitioner participated in the auction with open eyes. The auction was held on "A**s is where is basis".** It is not open to the petitioner to contend that he would not pay the amount on the ground that the site suffers from certain disadvantages.

It is asserted that as per the terms and conditions of the auction and LOI, the petitioner is under legal obligations to complete the 100% payment in the manner indicated therein. As per condition of LOI, regular allotment letter was to be issued only on payment of 100% amount. It is asserted that possession stage is an event which was to happen after the payment of 100% quoted bid amount. The consequences of not offering possession are also specified in Clauses No.34, 35, 36 of E-auction Policy 2021. The petitioner is required to apply for physical possession of the SCO after depositing 100% amount.

On facts, it is asserted that the liquor vend is situated over SCO site Nos.333 and 334 and not on present SCO. It is reiterated that once a person participated in an auction held on 'As is where is basis', he cannot thereafter be heard to say that he would not pay the balance of the price/premium on the ground that the site suffers from certain disadvantages or on the ground that amenities are not provided.

Mr. Akshay Bhan and Mr. Aashish Chopra, Ld. Senior Counsel appearing for the petitioners have argued that the petitioners have acted in due compliance of the Policy 2022. The auction notice dated 19.04.2022 does not specify the terms and conditions of the auction. There was nothing to indicate that the E-auction would be governed by the Policy 2021. The respondents cannot take the benefit of their failure to clearly specify the terms and conditions of the auction.

The plot allotted to the petitioner is within the Zoning Policy of HSVP. The respondents have failed to adduce any evidence to the effect that the plot allocated to the petitioner fall outside the Zoning Policy. The contention of the respondents to the effect that the case of the petitioner is governed by Architectural Control Sheets is misleading. The contention that Job No.2727 in the Auction Notice corresponds to the Architectural Control Sheets is misleading, inasmuch as the Architectural Control Sheet is a document which is maintained in the office of the respondents. Job No.2727 indicates a drawing number only and the same cannot be accessed through the auction notice, which is only a pdf document and has no link embedded to enable perusal of the drawing. The purpose of E-auction is to facilitate seemless transactions and reduce cumbersome paperwork. In case the petitioner is required to time and again visit the office of respondents for inspection of document, the same would be contrary to the very purpose of conducting proceedings online. Equity lies in favour of the petitioner who acted with due diligence by making timely payments and raising genuine queries by way of repeated correspondence. The respondents did not answer the concerns and queries of the petitioner.

Mr. Sabharwal, Ld. Counsel for respondents - HSVP countered the submissions of the petitioners as per the stand taken in the written statement. He argued that the E-auction Policies of 2021 and 2022 are clear in their terms. The Policy 2022 was only in respect of Independent Commercial properties which are governed by the Zoning Plan e.g., Commercial Complex, Shopping Mall, Multiplex, etc. The other building/sites/ properties were governed by the Policy 2021. He stated that the petitioners had not annexed the complete E-auction notice with the petition. They had only annexed the part of the notice containing the list of properties that were to be auctioned. He has placed on record the E- auction notice.

The same is as under:

Azadi Ka Amrit Mahotsav

Haryana Shehri Vikas Pradhikaran Offers e-Auction of

Residential and Commercial Properties in Gurugram, Panchkula and Faridabad Zone

On 19th April, 2022

Commercial Properties in Gurugram Zone

Sr. No.	Sector/ Urban Estate	No. of Plots
1	4, Gurugram	6
2	5, Gurugram	8
3	9, Gurugram	9
4	10, Gurugram	6
5	10A, Gurugram	6
6	12A, Gurugram	3
7	14, Gurugram	1
8	15-I, Gurugram	7
9	16, Gurugram	4
10	18, Gurugram	5
11	21, Gurugram	4
12	22, Gurugram	2
13	JAIL LAND, Gurugram	2
14	29, Gurugram II	12
15	31, Gurugram II	1
16	38, Gurugram II	1
17	42, Gurugram II	1
18	45, Gurugram II	9
19	46, Gurugram II	7
20	53, Gurugram II	8
21	56, Gurugram II	4
22	62, Gurugram-II	5
23	65, Gurugram II	7
24	3, Rewari	7
25	MTS KOSLI	8
26	1(PART-1), Narnaul	7
27	4A, Dharuhera	4

Residential Properties in Gurugram Zone

Sr. No.	Sector/ Urban Estate	No. of Plots
1	5, Gurugram	2
2	7Extn, Gurugram	4
3	9, Gurugram	5
4	9A, Gurugram	4
5	10, Gurugram	4
6	10A, Gurugram	1
7	12A, Gurugram	1
8	15-II, Gurugram	3
9	21, Gurugram	8
10	22, Gurugram	8
11	23-23A, Gurugram	6
12	37C, Gurugram	14
13	1-PAT, Ptaudi	3
14	38, Gurugram-II	7
15	39, Gurugram-II	8
16	40, Gurugram-II	4
17	42, Gurugram-II	5
18	45, Gurugram-II	10
19	46, Gurugram-II	4
20	49, Gurugram-II	5
21	50, Gurugram-II	5
22	51, Gurugram-II	6
23	52, Gurugram-II	7
24	57, Gurugram-II	5
25	18-DEF, Rewari	11
26	10, Mahendergarh	7
27	6, Dharuhera	10

[illegible] Properties in Panchkula Zone

Sr. No.	Sector/ Urban Estate	No. of Plots
1	1, Panchkula	9
2	6, Panchkula	10
3	5, Panchkula	7
4	20, Panchkula	16
5	21, Panchkula	10
6	25, Panchkula	10
7	I-MDC, Panchkula	4
8	20, Kaithal	31
9	5, Karnal	14
10	12, Karnal	5
11	Old Tehsil Complex	2
12	2, Kurukshetra	13
13	3, Kurukshetra	2
14	30, Kurukshetra	4
[illegible]	I-[illegible]-C	7

Residential Properties in Panchkula Zone

Sr. No.	Sector/ Urban Estate	No. of Plots
1	4, Panchkula	4
2	21, Panchkula	7
3	25, Panchkula	11
4	26, Panchkula	18
5	27, Panchkula	11
6	30, Pinjore	15
7	26, Ambala	33
8	5, Kurukshetra	1
9	15, Jagadhari	23
10	18, Jagadhari	10
11	4, Karnal	19
12	18, Kaithal	7
13	21, Kaithal	3

Loan Facility From Leading Banks

Residential Properties in Faridabad Zone

Sr. No.	Sector/ Urban Estate	No. of Plots
1	62, Faridabad	3

Registration will close one day before the scheduled date of e-Auction, at 5 pm.

e-Auction Portal https://hsvphry.org.in
e-Auction will start at 10:00 AM

* The competent authority can withdraw any site from e-auction without any notice.

Commercial Properties in Faridabad Zone

Sr. No.	Sector/ Urban Estate	No. of Plots
1	3, Faridabad	9
2	7, Faridabad	8
3	8, Faridabad	8
4	24, Faridabad	9
5	25, Faridabad	24
6	28, Faridabad	18
7	55, Faridabad	8
8	18(P-1), Faridabad	15
9	18(P-2), Faridabad	8
10	20-A, Faridabad	18
11	21-D, Faridabad	17

Helpline Number: 8360516807 (9 AM to 5 PM), 1800-180-3030 (8AM TO 5 PM)

For any queries email us at eauctionquery.hsvp@gmail.com

*In continuation of advertisement dated 29.03.2022

Chief Administrator
Haryana Shehri Vikas Pradhikaran

The detailed information of the sites and terms & conditions of e-auction will be available on https://hsvphry.org.in.

He contended that the Auction notice provided an e- mail address of HSVP at which any query relating to the E-auction could be addressed. It also contained two Helpline Numbers at which calls could be made between 8.00 AM to 5.00 PM. It also mentioned the address of the E-portal of the HSVP, where the detailed information of the sites and terms and conditions of E-auction would be available. The Policy 2021 and the Policy 2022 can be easily accessed on the E-portal of the respondent HSVP. It was for the petitioner to acess the policies and see as to which Policy would apply and arrange his affairs accordingly. If the petitioners had any doubt about the terms and conditions of the E-auction they could have addressed their queries before participating in the E-auction. He emphatically urged that the petitioners have raised this issue only to buy time for making the payments.

The primary question that requires consideration is as to which policy would govern the E-auction in question. According to the petitioners it is the Policy 2022, whereas, according to the respondents it is the Policy 2021.

One thing is clear. The E-auction notice did not specify the policy which would govern the E-auction. There was no reference in it to any policy. But the E-auction notice mentioned the address of the E-portal of the HSVP, where the detailed information of the sites and terms and conditions of E-auction would be available. Both the policies could be easily accessed on the E-portal. The E-Auction notice also provided an e- mail address of HSVP at which any query relating to the E-auction could be addressed. It also contained two Helpline Numbers at which calls could be made between 8.00 AM to 5.00 PM.

In the light thereof, the argument of the petitioner based on there being no specification in the E-auction notice about the policy governing the E-auction, cannot be accepted.

To ascertain as to which policy would govern the present E-auction one would necessarily have to refer to the policies.

A perusal of the E-Auction Policy 2021 reveals that it is the `Revised e-auction policy' as is clearly stated in the covering letter whereby this policy was circulated to all concerned.

It reads:

"HARYANA SHEHRI VIKAS PRADHIKARAN

To

1. *All the Zonal Administrators,*
   HSVP (in the State).
2. *All the Estate Officers,*
   HSVP (in the State).

Memo No.CCF-HSVP/AO-I/Acctt—I/2021-87546 dated 20.05.2021.

Subject: Revised e-auction policy.

Please refer to this office letter issued under memo no. CCF-HSVP-AO-I- 2020/85235-237 dated 16.06.2020 regarding revise e-auction policy.

In this regard, the revised e-auction policy issued vide the above letter under reference has been further amended. A copy of the same is sent herewith for information and further necessary action.

This issues with the approval of Hon'ble Chief Minister-cum-Chairman, HSVP.

DA/as above

sd/-
Account Officer-I,
For Chief Administrator,
HSVP, Panchkula"

This letter in turn refers to the office letter dated 16.06.2020 regarding revison of E-auction policy. It records that the revised E-auction policy issued vide that letter has been further amended. A copy of the same was is being sent for information and further necessary action.

It also records that this policy has been issued with the approval of the Hon'ble Chief Minister-cum-Chairman HSVP.

The Title/ Heading of the Policy reads :

"BROCHURE CONTAINING DETAILED TERMS AND CONDITIONS FOR E-AUCTION OF RESIDENTIAL/ INSTITUTIONAL/ COMMERCIAL PROPERTIES/ BUILDINGS/SITES"

It further contains the detailed terms and conditions under the heading

"TERMS AND CONDITIONS FOR E-AUCTION OF RESIDENTIAL, INSTITUTIONAL AND COMMERCIAL, SITES/BUILDING"

It then lists the terms and conditions from clauses 1 to 52.

From a perusal of the above, it appears plain that this policy governed E-auction of all kinds of buildings/ sites, whether residential, institutional or commercial properties. It appears that at that point in time it was the only policy governing E-auctions of *RESIDENTIAL, INSTITUTIONAL AND COMMERCIAL SITES/BUILDING,* the policy existing before that having been amended by this policy.

The relevant provisions of the Policy 2021 are as under:-

"HARYANA SHEHRI VIKAS PRADHIKARAN

BROCHURE CONTAINING
DETAILED TERMS AND CONDITIONS FOR E-AUCTION OF
RESIDENTIAL/INSTITUTIONAL/COMMERCIAL
PROPERTIES/BUILDINGS/SITES

"On as is where is basis"
IN ESTATE OFFICE HSVP ....

1.	*Event No.*	
2.	*Start of e-auction*	***AT 10.00 AM _____*** *and will continue till the bids are received for a particular site.*
3.	*Close of e-auction*	*No new round for e-auction will start after 6.00 PM.*
4.	*Registration and E-service charges*	*The intending bidder has to register for each group of properties located in same Urban Estate or in different Urban*

		Estates in which he/she is interested to participate in order to generate user-id and password for e-auction. However, based on selection of the properties, the bidder has to deposit non refundable e-service charges of Rs. 1000/- (One thousand only) for each property group separately. The registration fee is to be deposited online http://hsvphry.org.in on or before the schedule date and time.
5.	*Online Payment of Earnest Money Deposit (EMD)*	*All the intending bidders are required to deposit earnest money equivalent to 05% (Five percent) of the base price for the property (for which he/she is intending to participate) through Debit Card/NEFT/RTGS/Net Banking/by generating Challan for e-auction. In case the bidder intends to bid for more than one property in the same group or different properties in the different groups then separate EMD (05%) of base price shall be required to be deposited. The e-payment of EMD shall be made in the stipulated time period specified under clause 'C' relating to "HOW TO PARTICIPATE" of this brochure.*

CONTACT US:

1.	*Head Office*	*Plot No. C-3, Sector 6, Panchkula.*
2.	*Field Office*	*Estate Officer, HSVP concerned*
3.	*Link for E-Auction Portal*	*Link for E-auction is available on HSVP website* ***http://hsvphry.org.in***
4.	*Helpline No.*	*18001803030*
5.	*E mail*	*eauctionhsvp@gmail.com*
6.	*Help Desk*	*Technical support assistance during e-auction will be available on telephone number (to be provided by the bank).*
7.	*Help Desk Timing*	*Monday to Saturday (9.00 AM to 6.00 PM) on working days only at HSVP Helpline No. 18001803030.*

TERMS AND CONDITIONS FOR E-AUCTION OF RESIDENTIAL, INSTITUTIONAL AND COMMERCIAL, SITES/BUILDING

A. DEFINITIONS :-

*1. **Base Price**: The base price of a property put to auction shall be the current Collector rate of that area of that financial year fixed by District Collector for that particular property including the factor of FAR. Bids for e-auction shall start from the base price. However, the base price is not necessarily the reserve price of a property.*

***2.** **CA** :- CA means Chief Administrator of Haryana Shehri Vikas Pradhikaran.*

*3. **EMD** :- EMD means Earnest Money Deposit in respect of the property for which intending bidder wants to bid.*

*4. **FAQ** :- FAQ means Frequently Asked Questions on E-Auction Portal.*

***5.** **HSVP** :- HSVP means Haryana Shehri Vikas Pradhikaran.*

*6. **LOI** :..:LOI means Letter of Intent which is issued to the successful bidder on making the payment of 10% of the bid amount.*

*7. **Pradhikaran** :- Pradhikaran means Haryana Shehri Vikas Pradhikaran.*

*8. **Reserve Price:** The reserve price shall be decided by the Committee constituted for the purpose. The reserve price shall remain confidential and shall be used for evaluating the highest bid (for accepting or rejecting a bid).*

Provided that in case a property is not disposed of in two consecutive e-auctions for the reason that the highest bid (H-1) is below the reserve price, then the reserve price of the said property shall be reduced by 05% and if in the subsequent auctions, the site/plot is not sold, the reserve price will further be reduced by 05% for each failed auction subject to condition that reserve price shall not be reduced below 20% of ·the originally fixed reserve price.

*8 (a) **Successful Bidder:** - Successful bidder shall be the bidder whose bid has been accepted by the competent authority/the respective committee empowered to take decision.*

*8 (b) **Highest Bidder:** -Highest bidder shall be the one who has given the highest bid either above reserve price or below reserve price.*

*8 (c) **Days**: - Days means the working day not declared a holiday under the provisions of Negotiable Instrument Act, 1881. However, for the purpose of decision making by HSVP or the Government it shall be working days in the Govt. of*

Haryana.

8 (d) ***Competent Authority****: - Competent Authority means the Authority competent to accept or reject the bid, including the Chief Administrator, HSVP and the Committees constituted by the Pradhikaran /Government for the purposes of decision making from time to time.*

xxx xxx xxx

30. After acceptance of the bid and verification of requisite document, the successful bidder will be issued Letter of Intent (LOI) by the Estate Officer concerned. The LOI will be sent through registered post and through email at the registered address and email id of the successful bidder. All the payment schedule of the bid amount is linked with the date of dispatch of LOI through email. HSVP will not be responsible if LOI is not received by the Successful bidder due to change in his correspondence address or email id. It will be in the interest of such bidder to get his correspondence address or email id, if any, updated from time to time. The allottee will be further required to deposit another 15% of the quoted bid amount within 30 days from the date of dispatch of LOI. In case of failure to deposit the said amount within the above specified period, the LOI shall stand automatically withdrawn without any further notice in this behalf and the 10% amount deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for damages.

31. Thereafter, remaining 75% of the bid amount shall have to be paid within a period of 120 days from the date of dispatch of LOI without interest, failing which the LOI shall stand withdrawn without any further notice in this behalf and the 25% amount deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for damages.

32. The payments due to HSVP shall be made either through online payment on HSVP Website gateway or through off line mode (except in case of registration fee and EMD) by generating challan through the HSVP website and depositing the same in the authorized banks.

E. ALLOTMENT LETTER

33. On payment of 100% amount of the bid the successful bidder will be issued allotment letter.

F. POSSESSION

34. After depositing the 100% amount of the bid, the successful bidder will have to apply for delivery of physical possession of plot/building. After taking the physical possession of the plot/building by the allottee, HSVP will not be responsible for any kind of encroachment and third party *litigation pertaining to the plot/building.*

35. In case the possession of the property is not delivered by the HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @ 5.5% (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by the successful bidder/allottee till the date of delivery of possession. However, such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.

36. If due to stay by the Court or litigation or any other circumstances beyond control i.e. force majeure, HSVP is not able to deliver possession of the property within three months after deposit of full (100%) bid amount, the full amount deposited by successful bidder shall be refunded back. The successful bidder will not have any claim, on this property in question or any other property of the HSVP including allotment of alternative site/plot.

G. CONSTRUCTION

37. The conditions for construction of building on the auctioned property shall be governed by the Architectural control or zoning plan of the property prepared in accordance with the Haryana Building Code, 2017 as amended from time to time. The building shall be constructed after getting the building plans sanctioned from the Estate Office concerned, HSVP. The successful bidder/allottee shall not make any alteration/addition to the structure constructed on the property without prior/explicit written permission of the Estate Officer concerned. Any violation of the provisions of Haryana Building Code-2017 and the Architectural control shall attract action as per provisions of HSVP Act-1977.

xxx xxx xxx"

On the other hand, a perusal of the covering letter, whereby, the Policy 2022 was circulated reveals that it was on the **"Subject: "Regarding e-auction policy in respect of independent commercial properties which are governed by Zoning Plan".**

It reads:

"HARYANA SHEHRI VIKAS PRADHIKARAN

To

1. All the Zonal Administrators,
HSVP (in the State).
2. All the Estate Officers,
HSVP (in the State).

Memo No. CCF-HSVP-CAO-AO-I-Acctt-I-2022/42397 dated 28.03.2022.

Subject: Regarding e-auction policy in respect of Independent commercial properties which are governed by Zoning Plan.

In reference to this office memo no. CCF-HSVP-AO-I-2021/87546 dated 20.5.2021, vide which the e-auction policy for sale of residential, commercial and institutional properties was issued.

The above policy has been further modified in respect of independent commercial properties which are governed by Zoning Plan same is enclosed herewith for information and further necessary action.

This issues with the approval of Hon'ble Chief Minister-cum-Chairman, HSVP.

sd/-
DA/ As above *Account Officer-I,*
For Chief Administrator,
HSVP, Panchkula

Endst. No. CCF-HSVP-AO-I-Acctt-I-2022 dated:

A copy alongwith the copy of the policy is forwarded to the following for information :-

1. The Chief Engineer-I and II, HSVP.
2. The Chief Town Planner, HSVP, Panchkula.
3. The Legal Remembrancer, HSVP, Panchkula.
4. The Chief Architect, HSVP, Panchkula.
5. The CITO with the request to upload the policy on the website of the HSVP.

sd/-
DA/ As above *Account Officer-I,*
For Chief Administrator,
HSVP, Panchkula"

The letter makes a reference to the memo dated 20.5.2021, vide which the e-auction policy for sale of residential, commercial and institutional properties was issued. It states that this policy has been further modified in respect of `Independent commercial properties which are governed by Zoning Plan' and the same was being enclosed.

From the above, it is clear that the E-auction Policy 2021 which governed the E-auction for sale of residential, commercial and institutional properties had been further modified only in respect of "Independent commercial properties which are governed by Zoning Plan" and that only this class of properties would be governed by the modified policy.

The Title/ Heading of this policy terms it as :

"BROCHURE CONTAINING
DETAILED TERMS AND CONDITIONS FOR E-AUCTION OF
INDEPENDENT COMMERCIAL PROPERTIES/BUILDINGS/SITES WHICH ARE GOVERNED BY ZONING PLAN E.G. COMMERCIAL COMPLEX, SHOPING MALL, MULTIPLEX ETC."

It is apparent that the Brochure contains the detailed terms and conditions for E-auction of `Independent Commercial Properties/ Buildings/ Sites which are governed by the Zoning Plan e.g. Commercial Complex, Shopping Mall, Multiplex etc'.

By no stretch of imagination can it be construed that the E-auction Policy 2022 would govern E-auction of all kinds of properties. It is only in respect of the specific class of properties as mentioned therein.

The relevant clauses of Policy 2022 read as under:-

"New Policy

HARYANA SHEHRI VIKAS PRADHIKARAN

BROCHURE CONTAINING
DETAILED TERMS AND CONDITIONS FOR E-AUCTION OF
INDEPENDENT COMMERCIAL PROPERTIES/BUILDINGS/SITES WHICH ARE GOVERNED BY ZONING PLAN E.G. COMMERCIAL COMPLEX, SHOPING MALL, MULTIPLEX ETC.

"On as is where is basis"
IN ESTATE OFFICE HSVP ....

1.	*Event No.*	
2.	*Start of e-auction*	***AT 10.00 AM _____*** *and will continue till the bids are received for a particular site.*
3.	*Close of e-auction*	*No new round for e-auction will start after 6.00 PM.*
4.	*Registration and E-service charges*	*The intending bidder has to register for each group of properties located in same Urban Estate or in different Urban Estates in which he/she is interested to participate in order to generate user-id and password for e-auction. However, based on selection of the properties, the bidder has to deposit non refundable e-service charges of Rs. 1000/- (One thousand only) for each property group separately. The registration fee is to be deposited online http://hsvphry.org.in on or before the schedule date and time.*
5.	*Online Payment of Earnest Money Deposit (EMD)*	*All the intending bidders are required to deposit earnest money equivalent to 05% (Five percent) of the base price for the property (for which he/she is intending to participate) through Debit Card/NEFT/RTGS/Net Banking/by generating Challan for e-auction. In case the bidder intends to bid for more than one property in the same group or different properties in the different groups then separate EMD (05%) of base price shall be required to be deposited. The e-payment of EMD shall be made in the stipulated time period specified under clause 'C' relating to "HOW TO*

		PARTICIPATE" of this brochure.

CONTACT US:

1.	*Head Office*	*Plot No. C-3, Sector 6, Panchkula.*
2.	*Field Office*	*Estate Officer, HSVP concerned*
3.	*Link for E-Auction Portal*	*Link for E-auction is available on HSVP website* ***http://hsvphry.org.in***
4.	*Helpline No.*	*18001803030*
5.	*E mail*	*eauctionhsvp@gmail.com*
6.	*Help Desk*	*Technical support assistance during e-auction will be available on telephone number (to be provided by the bank).*
7.	*Help Desk Timing*	*Monday to Saturday (9.00 AM to 6.00 PM) on working days only at HSVP Helpline No. 18001803030.*

xxx xxx xxx

30. After acceptance of the bid and verification of requisite documents, the successful bidder will be issued Letter of Intent (LOI) by the Estate Officer concerned. The LOI will be sent through registered post and through email at the registered address and email id of the successful bidder. All the payment schedule of the bid amount is linked with the date of dispatch of LOI through email. HSVP will not be responsible if LOI is not received by the Successful bidder due to change in his correspondence address or email id. It will be in the interest of such bidder to get his correspondence address or email id, if any, updated from time to time. The allottee will be further required to deposit another 15% of the quoted bid amount within 30 days from the date of dispatch of LOI. In case of failure to deposit the said amount within the above specified period, the LOI shall stand automatically withdrawn without any further notice in this behalf and the 10% amount deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for damages.

31. Thereafter, remaining 75% of the bid amount shall have to be paid either in lumpsum within a period of 120 days from the date of dispatch of LOI without interest, failing which the LOI shall stand withdrawn without any further notice in this behalf and the 25% amount

deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for damages.

or

In 6 equal ½ yearly installments alongwith interest @12% per annum on the balance amount the first installment i_nthis regard will have to be paid on or before 6 months from date of issue of LOI. In case of default in payment penal interest @ 3% . will be charged extra over and above the normal rate of interest (the rate of interest may vary as decided by the Pradhikaran from time to time). In case the allottee fails to deposit 75% amount together with 12% interest on the installment and 3% penal interest of first five installments, if any, on the due date of 6th installment, the bid/allotment letter shall stand cancelled without any further notice in this behalf and the 25% amount alongwith interest payable to HSVP shall stand forfeited in favour of HSVP against which successful bidder shall have no claim for damages.

32. The payments due to HSVP shall be made either through online payment on HSVP Website gateway or through off line mode (except in case of registration fee and EMD) by generating challan through the HSVP website and depositing the same in the authorized banks.

E. ***Allotment Letter***

33. On payment of the 100% amount of the bid, bidder will be issued allotment letter in case he opt the payment of 75% amount in lumpsum within a period of 120 days from date of issue of LOI. In case, the bidder opt for payment of 75% of the balance amount in 6 half yearly installments, in that case the allotment letter will be issued after receipt of the option and as per the payment of 25% of the bid amount.

F. ***POSSESSION***

34.(i.) In case bidder opt for 75% payment in lumpsum than after depositing the 100% amount of the bid, the successful bidder will have to apply for delivery of physical possession of plot/building. After taking the physical possession of the plot/building by the allottee, HSVP will not be responsible for any kind of encroachment and third party litigation pertaining to the plot/building.

(ii.) In case bidder opt for 75% payment in installments than after depositing 25% of the bid amount and issue of allotment letter, the successful bidder will have to apply for delivery of physical

possession of plot/building. After taking the physical possession of the plot/building by the allottee, HSVP will not be responsible for any kind of encroachment and third party litigation pertaining to the plot/building.

35. In case the possession of the property is not delivered by HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @ 5.5 % (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by the successful bidder/allottee till 'the date of delivery of possession. However such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.

36. If due to stay by the Court or litigation or any other circumstances beyond control i.e force majeure, HSVP is not able to deliver possession of the property within three months after deposit of full (100%) bid amount, the full amount deposited by successful bidder shall be refunded back. The successful bidder will not have any claim, on this property in question or any other property of the HSVP including allotment of alternative site/plot.

F. CONSTRUCTION

37. The conditions for construction of building on the auctioned property shall be governed by the Architectural control or zoning plan of the property prepared in accordance with the Haryana Building Code, 2017 as amended from time to time. The building shall be constructed after getting the building plans sanctioned from the Estate Office concerned, HSVP. The successful bidder/allottee shall not make any alteration/addition to the structure constructed on the property without prior/explicit written permission of the Estate Officer concerned. Any violation of the provisions of Haryana Building Code-2017 and the Architectural control shall attract action as per provisions of HSVP Act-1977.

xxx xxx xxx xxx"

It is the case of the respondents in their reply that the SCO in respect of which the petitioner is the highest bidder is governed by Architectural Control Sheets. In this regard, Job No. 2727 which connotes Architectural Control Sheet was duly mentioned in the E-auction notice. A copy of the job sheet No.2727 has been annexed with the reply. To the contrary there is no mention in the notice (Annexure P-2) that any of the properties being auctioned are governed by the Zoning Plan. It is asserted that there does not exist any Zoning Plan of the present SCO. The petitioner has not made any averment in the petition that SCO is governed by the Zoning Plan to make it covered under the policy. No Zoning Plan has been annexed with the petition to substantiate that the SCO in respect of which the petitioner is the highest bidder is governed by the Zoning Plan.

Though Ld. Counsel for the petitioners have orally asserted that the properties in question are governed by the Zoning Plan, but no such plan has been placed on record to rebut what has been stated in the written statement of the respondents that there does not exist any Zoning Plan of the present SCO.

In the light thereof it is difficult to accept the assertion of the petitioner about the SCO being governed by the Zoning Plan and not by the Architectural Control Sheets.

The Brochure gives illustrations/ examples of the kinds of 'Independent Commercial Properties/ Buildings/ Sites which are governed by the Zoning Plan' to which it applies. The examples given are Commercial Complex, Shopping Mall, Multiplex etc. No doubt SCO is also a commercial property, but it is regulated by the Architectural Control Sheets. Further, an SCO cannot be characterized as a Commercial Complex, Shopping Mall, Multiplex or some similar kind of building/site to which alone the Policy 2022 applies.

It is well settled that terms used in trade, business, commerce are to be understood in their common sense and usage. Even a lay person will understand the distinction between SCO and a Commercial Complex, Shopping Mall or Multiplex. This distinction is also clearly borne out from the Haryana Building Code,2017 where there are different norms regarding Permissible Ground Coverage, Permissible Basement, Maximum Permissible Floor Area Ratio, Maximum Permissible Height etc. for SCO, SCF, Booths etc. vis a vis Commercial Complex, Shopping Mall or Multiplex.

Thus, there is no merit in the contention of the petitioner that the E-auction dated 19.04.2022 was governed by the Policy 2022. We agree with the respondents that this E-auction is governed by the Policy 2021 and the LOI is in consonance therewith.

The other argument of the petitioner based on the alleged existence of a liquor vend on the site also does not commend to us. In the first place the respondents in their reply have denied that there is a liquor vend existing on site. It has been asserted that the liquor vend is situated over SCO site No.333 and 334 and not on present SCO. No counter to this has been filed by the petitioner.

Further, even if there is, in fact, such a vend in existence it cannot absolve the petitioner of his liability to pay the amount in terms of the applicable policy and the LOI particularly as the plot was auctioned on 'As is where is basis'

Further, as per the Policy 2021 it is only on payment of 100% of amount that the allotment letter is to be issued. As per Clause 34 of the policy after depositing the 100% amount of the bid, the successful bidder has to apply for delivery of physical possession of plot/building. As per Clause 35 in case the possession of the property is not delivered by the HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @ 5.5% (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by the successful bidder/allottee till the date of delivery of possession.

This issue of liability of the successful bidder to pay as per the schedule prescribed particularly in a case where the property is auctioned on 'As is where is basis' has been considered by the Hon'ble Supreme Court in number of cases.

In **Aggarwal Associates (Promoters) Ltd. v. DDA, (2010) 15 SCC 380**, the petitioner – the highest bidder was required to make the payment of the balance 75% amount within 45 days from the date of issue of the demand letter. Instead of fulfilling that requirement, he wrote to respondent-DDA that DDA was not in possession of the property as it had transferred the possession to MCD (Horticulture Department). The petitioner filed writ petition alleging that MCD was claiming title of the plot which had been auctioned by DDA in his favour. The petition was dismissed by the High Court holding that DDA was bound to deliver possession of the property only after the petitioner had deposited the balance 75% of the bid money, which, admittedly, he had not deposited. On appeal, Hon'ble the Supreme Court upheld the view of the High Court holding that the appellant could claim possession of the property only after collecting the allotment-cum-demand letter and on deposit of 75% of the balance bid money.

It was observed as under:

> ***"10.*** *We agree with the view taken by the High Court. Before complying with the terms and conditions provided in the auction-notice the appellant tried to take possession of the property by putting up his board at the site. The appellant could claim possession of the property only after collecting the allotment-cum-demand letter and on deposit of 75% of the balance bid money. Admittedly, the appellant had not deposited the amount and instead started projecting the case as if DDA was not in a position to deliver the possession of the auctioned property to him as DDA had already transferred the possession of the auctioned property to MCD. The appellant could take all these pleas only after performing his part of the obligation under the terms and conditions of the auction-notice. DDA in its written statement before the High Court had taken a categorical stand that the appellant did not act in consonance with the terms and conditions of the auction-notice. That DDA was in possession of the plot and was always ready to hand over possession of the property provided the appellant complied with the terms and conditions of the auction-notice. We are of the considered view that since the appellant had failed to comply with the terms and conditions of auction, he had no right to claim either the possession or the allotment of the plot in his favour. The plot was sold to him on an "as-is-where-is basis". It had been made clear in the terms and conditions of the auction that it would be presumed that the intending purchaser has inspected the site and had familiarised himself with the prevalent site conditions in all respects before giving*

the bid. The appellant cannot be heard to say that he did not familiarise himself with the prevalent conditions which existed on the site. Instead of collecting allotment-cum-demand letter and paying the balance amount the appellant tried to enter into possession of the property by erecting its board at the site. The appellant did not have the right to enter into possession of the property before collecting the allotment-cum-demand letter and the payment of the balance amount. Since the appellant failed to comply with the terms and conditions of the auction-notice there was no concluded contract between the parties.

***11.** The counsel in the end prayed that in equity and fairness the earnest money deposited by him should be refunded to him. We do not find any merit in this submission. As the transaction fell through by reason of the default or failure of the purchaser, the earnest money could be forfeited as per terms and conditions of the auction-notice. The terms agreed between the parties have to be considered while considering the question of the forfeiture of the earnest money. On facts we find that the appellant tried to play smart to take possession of the property without getting the demand-cum-allotment letter in his favour and the payment of the balance bid money. A person who pleads for equity has to act fairly. Since the appellant did not act fairly, he is not entitled to any sympathetic consideration of his demand for refund of the earnest money. The prayer is rejected."*

In **Punjab Urban Planning & Development Authority v. Raghu Nath Gupta, (2012) 8 SCC 197,** PUDA had auctioned commercial plots on "as is where is" basis. The purchasers accepted the terms and conditions of the allotment. At the time of allotment basic facilities were not provided. The allottee did not pay the instalments on time. It was held that after having accepted the offer of the plot in public auction with a super imposed condition of `as is where is' the allottees could not say that they are not bound by the terms and conditions of the auction notice.

It was observed as under:

> ***"16.*** *We may also refer to another judgment of this Court in UT Chandigarh Admn. v. Amarjeet Singh [(2009) 4 SCC 660 : (2009) 2 SCC (Civ) 273] , in which, after having referred to the judgment of this Court in Shantikunj Investment case [(2006) 4 SCC 109] , this Court held as follows: (Amarjeet Singh case [(2009) 4 SCC 660 : (2009) 2 SCC (Civ) 273] , SCC p. 672, paras 19-20)*
>
> > *"19. … In a public auction of sites, the position is completely different. A person interested can inspect the sites offered and choose the site which he wants to acquire and participate in the auction only in regard to such site. Before bidding in the auction, he knows or is in a position to ascertain, the condition and situation of the site. He knows about the existence or lack of amenities. The auction is on 'as-is-where-is basis'. With such knowledge, he participates in the auction and offers a particular bid. There is no compulsion that he should offer a particular price. …*
> > *20. Where there is a public auction without assuring any specific or particular amenities, and the prospective purchaser/lessee participates in the auction after having an opportunity of examining the site, the bid in the auction is made keeping in view the existing situation, position and condition of the site. If all amenities are available, he would offer a higher amount. If there are no amenities, or if the site suffers from any disadvantages, he would offer a lesser amount, or may not participate in the auction.* ***Once with open eyes, a person participates in an auction, he cannot thereafter be heard to say that he would not pay the balance of the price/premium or the stipulated interest on the delayed payment, or the ground rent, on the ground that the site suffers from certain disadvantages or on the ground that amenities are not provided."***
>
> ***17.*** *We are of the view that the judgment in Amarjeet*

Singh [(2009) 4 SCC 660 : (2009) 2 SCC (Civ) 273] is a complete answer to the various contentions raised by the respondents. We may reiterate that after having accepted the offer of the ***commercial plots in a public auction with a superimposed condition i.e. on "as-is-where-is" basis and after having accepted the terms and conditions of the allotment letter, including instalment facility for payment, the respondents cannot say that they are not bound by the terms and conditions of the auction notice****, as well as that of the allotment letter. On facts also, we have found that there was no inordinate delay on the part of PUDA in providing those facilities."*

Thus, there is no merit in this contention of the petitioners as well.

As per the Policy 2021 and the LOI/s issued, the petitioner/s were required to pay the balance 75% of the bid amount within 120 days of the issue of LOI. That period has already expired.

However, while reserving orders in this case on 14.10.2022 it was directed that till the pronouncement of orders the plot of the petitioner/s be not cancelled.

Thus, while we find no merit in these petitions, but in our view considering the substantial amount/s already deposited by the petitioner/s and especially the fact that they had filed the petitions well prior to expiry of 120 days from the issue of LOI and also the extended period of 30 days as provided in terms of Instructions dated 23.02.2021, it would meet the ends of justice, if the petitioners are given some reasonable time to pay the remaining 75% amount.

Accordingly, these petitions are disposed of with the direction that if the petitioner/s pay the remaining 75% amount/s within thirty days from today along with interest @ 15% per annum *(calculated from the expiry of 120 days from the date of issue of respective LOI/s till payment)*, the plot/s of the petitioner/s be not cancelled, failing which the respondents would be at liberty to act in terms of the E-Auction Policy 2021 and the respective LOI/s.

(LALIT BATRA)
JUDGE

(HARINDER SINGH SIDHU)
JUDGE

December 14, 2022
gian

Whether Speaking / Reasoned	Yes
Whether Reportable	Yes / No