

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

CWP-12593-2023

DATE OF DECISION: 13.07.2023

LALIT KUMAR

.....PETITIONER

VS.

STATE OF HARYANA AND OTHERS

.....RESPONDENTS

**CORAM: HON'BLE MR. JUSTICE G.S. SANDHAWALIA
HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN**

Present: Mr. S.S. Dinarpur, Advocate,
for the petitioner.

Mr. Deepak Sabherwal, Advocate,
for the respondents-HSVP.

G.S.SANDHAWALIA, J. (ORAL)

1. The action of the respondents-HSVP in asking for depositing the balance amount of the plot which was put in open e-auction on 31.08.2022 is subject matter of challenge in this petition.
2. Apparently, the petitioner has only paid 25% of the bid amount against plot No. 77-P, Sector 57, Urban Estate, Gurugram-II, whereas the terms and conditions of the Letter of Intent dated 06.11.2022 (Annexure P-2) would go on to show that the balance 75% of ₹57,37,050/- had become payable without interest within a period of 120 days. The condition of Clause No. 3 specifically provide that the Letter of Intent would stand withdrawn without any further notice in this behalf and the 25% amount deposited shall stand forfeited.

3. The said clause is now sought to be kept in abeyance and the prayer is not to invoke the same, on the ground that the site in question was not developed.

4. A perusal of the e-auction conditions, Annexure P-1, in pursuance of which the petitioner made the bid, would go on to show that in case the possession of the property was not delivered by the HSVP within 30 days after receipt of the application, it would become liable to pay interest @ 5.5% till the date of the delivery of the possession as per Clause No. 38.

5. Similarly, if there was any stay or litigation and possession of the property was not liable to be delivered within 3 months after deposit of the full bid amount, the full amount would be refunded, as per Clause No. 39.

6. As per Clause No. 37, possession would only be given after depositing the 100% of the bid amount and the bidder have to apply for delivery of the physical possession.

7. The said clauses read as under:-

“E. POSSESSION

37. After depositing the 100% amount of the bid, and issue of allotment letter the successful bidder will have to apply for delivery of physical possession of plot/building. But in respect of properties where the bidder has an option to make the payment of 75% of the bid amount in installments in those cases after issuance of allotment letter the successful bidder will have to apply for physical possession of the plot/building.

After taking the physical possession of

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

38. 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% p.a. (or as may be fixed by the Pradhikaran from time to time) on the amount due and 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.

39. 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.”

8. Thus, keeping in view the above clauses, we are of the considered opinion that the right as such to seek possession would only arise after the petitioner has deposited 100% of the bid amount and in case the HSVP still fails to give the possession, the amount would be refunded within 30 days along with interest as per Clause No. 38. Apparently, the interest element would be payable only till expiry of a period of 3 months, and the amount is to be refunded thereafter.

9. In such circumstances, we are of the considered opinion that having accepted the terms and conditions of the e-auction, the petitioner

cannot turn around thereafter, to challenge the same, on one ground or other, and not comply with the condition of the 100% deposit.

10. Resultantly, we do not find any ground to invoke the extraordinary writ jurisdiction, at this point of time.

11. Consequently, the petition stands dismissed in *limine*.

(G.S. SANDHAWALIA)
JUDGE

July 13, 2023
nitin

(HARPREET KAUR JEEWAN)
JUDGE

Whether Speaking	Yes
Whether Reportable	No