

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

(116)

CWP-13170-2023

Decided on : 10.08.2023

Chanchal Chhabra

.....Petitioner(s)

Versus

Haryana Shehri Vikas Pradhikaran and others

.....Respondent(s)

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

Present: Mr. P.R. Yadav, Advocate for the petitioner (s).

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

G.S. Sandhawalia, J. (Oral)

Challenge in the present writ petition filed under Article 226/227 of the Constitution of India is to the e-auction policy dated 16.06.2020 (Annexure P-9) wherein there is a provision of forfeiture of the 10% and 25% of the amount deposited. Challenge has also been raised to the public notice (Annexure P-15) whereby 18% interest has been fixed for the purpose of condonation of delay regarding the deposits to be made for the plots, whose status was cancelled in the PPM System on 03.12.2022.

2. Apparently the petitioner had applied for the Plot No.583, Sector-40, Gurugram measuring 83.60 square meters, in view of an e-auction and had bidded for ₹1,45,17,400/-. The 10% amount had been deposited and letter of intent had been issued on 10.01.2022 (Annexure P-4). As per the pleadings itself, the petitioner had made good deficiency of 10% by depositing ₹10,95,040/- on 29.11.2021 (Annexure P-3). As per the requirement of letter

of intent, she was to deposit another 15% which was ₹21,77,610/- within a period of 30 days, as per Clause-2. As per Clause-3, the remaining 75% was to be deposited within 120 days from the dispatch of the letter of intent. Clause-2 & 3 read as under:-

“2. You shall be further required to deposit another 15% of the quoted bid amount i.e. Rs.2177,610.00 (RS. TWENTY-ONE LAKHS SEVENTY-SEVEN THOUSAND SIX HUDRED TEN RUPEES ONLY) in order to make the 25% price of the said plot/building/site within a period of 30 days from the date of dispatch of this Letter of Intent (LOI) on the registered email id of the successful bidder. In case of failure to deposit the said amount within the above specified period, the LOI shall stand automatically withdrawn without any further notice in this behalf and the 10% of the bid amount deposited by you shall stand forfeited to the Pradhikaran against which you shall have no claim for allotment of site/plot/building or damages or interest.

3. Thereafter, remaining 75% amount i.e. Rs.1,08,88,050.00 (RS. ONE CRORE EIGHT LAKHS EIGHTY-EIGHT THOUSAND FIFTY RUPEES ONLY) of the bid amount of the above said plot/building/site shall be paid in lump-sum without interest within a period 120 days from the date of dispatch of the Letter of Intent, 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 allotment of site/plot/building or damages or interest.”

3. It is the case of the petitioner that due to Covid-19 pandemic, the needful could not be done. A representation (Annexure P-5) has been given. Apparently, the respondents had vide public notice (Annexure P-15) in view of the Covid-19 situation extended the period of deposit regarding the bid and had given last chance to the bidders/allottees, who had purchased the residential/commercial and institutional plots in the e-auction after 22.06.2021

and whose plots status stood cancelled on 03.12.2022. As per the said public notice for the condonation of delay for 30 days, the interest was to be levied @ 15% and the balance 75% of the bid amount was to be paid as per the e-auction policy, keeping in view the letter dated 23.02.2021 which is apparently in continuation of the main policy dated 16.06.2020 (Annexure P-9). The 18% interest element was fixed for payment deposited beyond that period. As per the public notice dated 02.05.2023 (Annexure P-18), the cut-off-date was extended to 02.06.2023. The petitioner had instead of depositing the amount chose to file the present writ petition challenging the rate of interest.

4. Mr. Yadav has vehemently argued that the interest element @ 18% was exorbitant, which was not expected from a government authority.

5. We are of the considered opinion that the extension as such was in the form of OTS to give the benefit to the persons who had defaulted. The letter of intent is the basic agreement between the petitioner and the respondent-authority was specific that the amount as mentioned in Clause-2 & 3 would be forfeited in the case of non-deposit within a specified period. The policy as such for extension of the period thereafter was only the lifeline extended to the allottees and they were bound to deposit the amount. Having failed to deposit the same, now they cannot turn around and challenge the terms of the interest element. It is to be noticed that when the matter came up for hearing on 04.07.2023 another opportunity was given to the petitioner by observing as under:-

“Counsel for the petitioner prays for time to seek instructions whether the petitioner is willing to pay ₹1,30,00,000/- which are due as balance 90% amount, as per the Letter of Intent dated 10.01.2022 (Annexure P-4), since it has been brought to our notice that due to Covid-19 the extension had been granted on

10.02.2023, which was in force till 02.06.2023. The present writ petition was filed on 02.05.2023 during the currency of the said extension granted by the authority.

Adjourned to 11.07.2023.”

6. Today, Mr. Yadav has submitted that the petitioner is not in a position to deposit the balance amount.

7. Keeping in view the above background we are of the considered opinion that the challenge as such to the interest element would be baseless since it was only a concession granted to the defaulters to make good the deficiency. The lifeline was never utilized and the second lifeline extended by us has also not been utilized by the petitioner. Challenge to the policy (Annexure P-9) is also baseless as apparently the petitioner’s contract got finalized with the HSVP on the issuance of letter of intent and clause of terms have already been reproduced above. The petitioner had accepted the contract by depositing 10% of the bid amount and, thus, the contract stood concluded *inter se* the parties.

8. Resultantly, we do not feel that it is a fit case to exercise our extra-ordinary writ jurisdiction. The writ petition stands dismissed, accordingly in limine.

(G.S. SANDHAWALIA)
JUDGE

(HARPREET KAUR JEEWAN)
JUDGE

10.08.2023
Naveen

Whether speaking/reasoned :	Yes	
Whether Reportable :		No