

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(115)

CWP-19050-2023

Decided on : 31.08.2023

Pankaj Chanana & another

.....Petitioner(s)

Versus

State of Haryana & another

.....Respondent(s)

**CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA
HON'BLE MR.JUSTICE ALOK JAIN**

Present: Mr.Gaurav Gupta, Advocate for the petitioner (s).

Mr.Pankaj Kundra, Advocate, for
Mr.Deepak Sabherwal, Advocate, for respondent No.2-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 order dated 22.01.2023 (Annexure P-5) being illegal, erroneous, arbitrary and for directions to issue letter of intent to the petitioner keeping in view the terms of the advertisement.

2. The case of the petitioner is that he had applied for SCO No.207, Sector-3, Naraingarh, Ambala (Haryana) against advertisement dated 20.07.2022 (Annexure P-1) whereby the detailed terms and conditions were mentioned in the brochure. The reserve price was fixed at Rs.57,65,800/- and he had deposited 5% of the reserve price amounting to Rs.2,89,290/- for participating in the e-auction. He had bid for Rs.57,85,800/- a mere Rs.20,000/- more than the said reserve price and claimed to be the highest bidder since he had been asked to deposit another sum of Rs.2,90,290/- by the respondents as per the e-mail dated 13.12.2022. It is his case that refund was ordered after 16 days as per e-mail dated 22.01.2023 (Annexure P-5) and his bid was not accepted. Resultantly, the present writ petition has been filed.

3. Counsel for the petitioner has vehemently submitted that the letter of intent was liable to be issue once he had deposited 10% of the bid amount as per the advertisement (Annexure P-1). As per the impugned communication dated 22.01.2023 (Annexure P-5), the bid was not accepted by the competent authority as per Clause 17 of the e-auction policy/brochure document and on that account, the 10% bid amount was being refunded.

4. A perusal of Clause 17 would go on to show that the competent authority-HSVP reserved the right to accept or reject any bid or withdraw any or all the properties from the e-auction. The said clause reads as under:

“17. The competent authority of HSVP reserves the right to accept or reject any bid or withdraw any or all the properties from the e-auction or cancel/postpone the e-auction, without assigning any reason.

xxxx

33. 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.”

5. The reason for the rejection is apparent that only Rs.20,000/- was the bid amount over and above the reserve price and therefore, the competent authority did not accept the bid of the petitioner. Even otherwise, we are of the considered opinion that merely being the highest bidder would not give an absolute right to seek enforcement for issuance of the letter of intent. The said issue had also been adjudicated upon by a Division Bench in CWP-13656-2023 titled *Mahavir Singh Vs. Haryana Shehari Vikas Pradhikaran & others* decided on 07.08.2023, of which one of us (G.S.Sandhawalia J.) was the author, while placing reliance upon the judgment of the Apex Court in **Haryana Urban Development Authority and others vs. Orchid Infrastructure Developers Pvt. Ltd., AIR 2017 SC 882**. Resultantly, for the reasons given in the said order, we feel that no case is made out to entertain the present writ petition as the amount was refunded at the earliest just after a period of one month, as per Clause 17 of the advertisement (Annexure P-1) and no letter of intent was issued as per Clause 33.

6. Accordingly, in view of the above discussion, the present writ petition is dismissed in limine.

(G.S. SANDHAWALIA)
JUDGE

August 31, 2023
Sailesh

(ALOK JAIN)
JUDGE

Whether speaking/reasoned :	Yes	
Whether Reportable :		No