

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

115

2023:PHHC:109192-DB

CWP-18328-2023

Date of Decision: 22.08.2023

Rakesh Malik

.....Petitioner(s)

Versus

State of Haryana and others

....Respondent(s)

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

Present: Mr. Kamal Dahiya, Advocate,
for the petitioner.

G.S.SANDHAWALIA, J. (Oral)

1. Prayer made in the present writ petition filed under Articles 226 and 227 of the Constitution of India is for issuance of letter of intent to the petitioner being highest successful bidder regarding Plot No.411 measuring 10 marlas auctioned in the urban area of Sector 75, Faridabad in an auction held on 22.02.2023.

2. The case of the petitioner is based on the fact that against the reserve price of Rs.77,51,800/-, he had given a bid for Rs.1,17,01,800/- and deposited the requisite 10% amount of Rs.11,70,180/- on 21.02.2023. Instead of issuing a letter of intent and accepting his bid, the amount was refunded 74 days later and, therefore, the cause of action has arisen. It is his case that the new reserve price has now been fixed for Rs.1,28,26,400/- for the same plot and the property was thereafter again put to auction on 23.06.2023 and thereafter again in July, 2023, which remains unsold. It is also pertinent to notice that the petitioner had filed a civil suit for injunction and thereafter has

withdrew the same without taking any liberty as such to file the present writ

petition, which would be clear from order dated 01.07.2023 (Annexure P-8). The issue of the highest bidder having any right has already been deliberated and decided by us in **CWP-13686-2023, Mahavir Singh vs. Haryana Shehari Vikas Pradhikaran and others** decided on 07.08.2023, wherein 14 cases were disposed of. The aspect of fixing of the wrong reserve price was kept in mind while examining the records. Apparently herein also, the reserve price as such has gone up considerably to Rs.50,00,000/- and, therefore, the issue of public money is also involved. The said principle was also dilated upon in the above said judgment while taking a cue from the judgment of the Apex Court in **Haryana Urban Development Authority and others vs. Orchid Infrastructure Developers Pvt. Ltd., AIR 2017 SC 882**.

3. In such circumstances, we do not find any further ground to entertain the writ petition being covered by *Mahavir Singh's case (supra)* and in the absence of any concluded contract, the petitioner has no legal vested right on the basis of which a writ of mandamus can be issued. The present writ petition accordingly is dismissed in limine in view of the reasons given in the above-said case.

(G.S. SANDHAWALIA)
JUDGE

22.08.2023
shivani

(HARPREET KAUR JEEWAN)
JUDGE

Whether reasoned/speaking
Whether reportable

Yes
No