

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

(107)

CWP-18805-2023

Decided on : 04.10.2023

Sagar Value

.....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. Ajit Malik, Advocate for the petitioner (s).

Mr. Deepak Sabharwal, Advocate for 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 cancellation of allotment of the two Plots bearing No.1756, Sector-13 and Plot No.1457, Sector-25, Part-II, Panipat on the ground of non-payment of remaining amounts of the plots as per the schedule. The petitioner is seeking the benefit of restoration under the One Time Settlement (OTS) on the ground that he was never informed about the said scheme.

2. A perusal of the writ petition would go on to show that the petitioner has firstly tried his luck by filing a complaint before the District Consumer Disputes Redressal Commission, Panipat and thereafter a civil suit, which was dismissed as withdrawn on 23.03.2023 (Annexure P-6). It has also been averred that the respondents have come up with the Policy dated 03.05.2023 (Annexure P-7) that the time to deposit the dues and clear all the outstandings alongwith interest was extended till 02.06.2023.

3. Counsel for the petitioner is not in a position to dispute the fact that the petitioner had bidden for the plots in question as per the terms and conditions of the advertisement and letters of intent were issued regarding the

auction in which he was successful on 23.09.2020. Apparently, as per the terms and conditions of the allotment letter he was required to deposit the balance 25% within 30 days from the date of dispatch of the letter of intent. Apparently, regarding Plot No.1457, Sector-25, Part-II, Panipat the price was ₹50,45,500/- and the petitioner had deposited 25% of the total value of the plot, as per the letter of intent dated 08.01.2021 (Annexure P-2). However, as per Clause-3 of the said letter, he was required to deposit the balance 75% amount i.e. ₹37,84,125/- and on the failure of the same, the 25% amount was to be forfeited to HSVP. The said clause reads as under:-

“3. Thereafter, remaining 75% amount i.e. Rs. 37,84,125.00 (Rs. Thirty Seven Lakhs Eighty Four Thousand One Hundred Twenty Five Six Rupees only) of the bid amount of the above said plot /building/site shall be paid in lump-sum without interest within a period of 120 days from the date of dispatch of this letter of intent, failing which the LOI shall stand withdrawn without any further notice in this behalf and 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.”

4. Thus, apparently for the said plot in question the petitioner had never been issued any allotment letter and the letter of intent was only to be issued after he had made 100% of the bid amount, as per Clause-5. As per Clause-6, the property shall continue to belong to HSVP until the entire bid amount alongwith interest and any other outstanding dues are not fully paid.

5. Resultantly, on his own account the petitioner has not deposited the amount and as per the terms *inter se* the parties, the amount had to be forfeited and no fault as such can be found on account of the respondents regarding the said plot. Regarding the period of extension which had been granted as per the policy which expired on 02.06.2023, nothing has been

shown whether the petitioner has approached the respondents or not, even for putting forth his case before the said period that he is willing to deposit entire dues alongwith interest. In such circumstances, this Court is not in a position to interfere regarding the relief which is claimed.

6. Regarding another Plot No.1756, Sector-13, Panipat, the price of the plot was ₹32,34,675/-, as per the letter of intent dated 08.01.2021 (Annexure P-1). It is the petitioner's own case that he did not deposit the 15% amount by 06.02.2021 to make good of the balance 25% within 30 days. Clause-2 of the said letter provides that the letter of intent which was issued shall automatically stand withdrawn without any further notice. The said clause reads as under:-

“2. You shall be further required to deposit another 15% of the quoted bid amount i.e. Rs.4,85,201.00 (Rs. Four Lakh Eight Five Thousand Two hundred one 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 emailed of the successful bidder. In case of failure to deposit the said amount within above specified period, the LOI shall stand automatically withdrawn 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.”

7. Apparently, from the said period the petitioner took no steps and thereafter as noticed above the respondent-authority also granted lifeline by the policy dated 03.05.2023 (Annexure P-7) to deposit the dues, which the petitioner did not avail. The said policy had been put in public domain and the petitioner now cannot complain that he was not informed personally about the said policy. In such circumstances, once the letter of intent itself stood withdrawn on the non-deposit of the balance 15%, we do not find any reason

to interfere, since as per clause-2 the 10% of the bid amount was also to be stand forfeited and the allottee can have no claim for damages or interest against such action.

8. Resultantly, we do not find any ground to call upon the respondents to file their response. The writ petition is, accordingly, dismissed in limine.

(G.S. SANDHAWALIA)
JUDGE

(HARPREET KAUR JEEWAN)
JUDGE

04.10.2023
Naveen

Whether speaking/reasoned :	Yes	
Whether Reportable :		No