

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

113

2023:PHHC:125031-DB

**CWP No.21270 of 2023
Date of Decision: 22.09.2023**

Sh. Shiv Dhan

.....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: Dr. Deepak Jindal, Advocate,
for the petitioner.

G.S.SANDHAWALIA, J. (Oral)

1. Challenge in the present writ petition filed under Articles 226 and 227 of the Constitution of India is to the e-auction of the plots in Mandi Township, Cheeka on the ground that Plot No.20 measuring 1 kanal in Sector R-III, Mandi Township, Cheeka, Kaithal has been put to auction vide Annexure P-4 at a reserve price of Rs.97,72,500/-. The claim is based on the fact that the petitioner was as successful bidder for the said plot way back on 18.06.1994 for Rs.9,37,000/-. Resultantly, a writ in the nature of mandamus is prayed for directing the respondents to accept the remaining price of the plot which could not be paid due to paucity of funds.

2. A perusal of the letter dated 09.09.1996 (Annexure P-2) addressed to the Administrator, HUDA, Panchkula would go on to show that apparently the plot was cancelled on 01.07.1996 vide letter No.1427 by the respondent and the amount of Rs.93,700/- deposited was forfeited due to the non-deposit of the balance 15% which was to make good the 25% for the contract to be completed *inter se* the parties. For all these long years, the petitioner did not represent except making a representation (Annexure P-3)

to the then Transport Minister to get the 10% returned back or get the plot.

3. Keeping in view the above, we are of the considered opinion that at this belated stage, no writ of mandamus for issuing such directions can be issued. Apparently, the contract was never completed since the balance 15% was never deposited and keeping in view the law laid down in ***Chaman Lal Singhal vs. HUDA and others, (2009) 4 SCC 369***, there was no requirement also for the respondents to adhere to the principles of natural justice and the provisions of Section 17 of the Haryana Urban Development Authority Act, 1977 would not apply. It has been observed in the said judgment that no agreement or contract would come in between the allottee and the respondent-authority on account of the non-payment of the full amount of 25%.

4. Resultantly, we are of the considered opinion that only because prices have increased manifold over the last twenty five years, as noticed above, the petitioner now is agitating for the said grievance without having any legal and sustainable right. In the absence of the same, no writ at this belated stage in the nature of mandamus can be issued in favour of such a litigant.

5. Accordingly, the present petition stands dismissed.

(G.S. SANDHAWALIA)
JUDGE

22.09.2023
shivani

(HARPREET KAUR JEEWAN)
JUDGE

Whether reasoned/speaking
Whether reportable

Yes
No