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

CWP-5937-2024

Date of Decision : 21.05.2024

Kamla

..... Petitioner

Versus

State of Haryana and others

..... Respondents

**CORAM : HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present : Mr. Nitin Kadian, Advocate
for Mr. Yashveer Kharb, Advocate
for the petitioner.

Mr. Deepak Sabherwal, Advocate
for the respondent(s)-Haryana Shaheri Vikas Pradhikaran
(HSVP).

VIKRAM AGGARWAL, J

1. The petitioner prays for the issuance of a writ of certiorari quashing the communication dated 01.09.2022 (Annexure P-4) issued by respondent No.2 vide which the letter of intent dated 16.05.2022 (Annexure P-2) issued to the petitioner in respect of Plot/SCO site No.37, Sector 6, Panipat (hereinafter referred to as 'the disputed plot') had been cancelled. She further prays for the issuance of a mandamus commanding the respondents to issue allotment letter qua the disputed plot and to hand over the possession of the same to the petitioner.

2.1. The facts, as pleaded, are that on 11.03.2022, the respondent(s)-Haryana Shehri Vikas Pradhikaran (in short 'HSVP') invited online

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applications for participation in e-Auction of plots/SCO in Sector 6, Panipat.

The petitioner got herself registered for the said auction after depositing the prescribed fee of ₹1,000/- alongwith earnest money deposit (EMD) of ₹4,52,400/-.

2.2. The auction was held on 30.03.2022 in which the petitioner emerged as the highest bidder qua the disputed plot, having given the highest bid of ₹93,47,000/-. As per the petitioner, the reserve price had been indicated as ₹90,47,000/- and, therefore, the bid of the petitioner was higher than the reserve price.

2.3. A further sum of ₹4,82,300/- was deposited by the petitioner on 31.03.2022 to complete 10% of the total sale consideration. Accordingly, the disputed plot was allotted to the petitioner and letter of intent dated 16.05.2022 was issued.

2.4. In terms of the provisions/clauses of the letter of intent, the petitioner deposited a further sum of ₹14,02,050/- on 22.05.2022 being 15% of the total sale consideration and thereby deposited 25% of the total sale consideration.

2.5. The balance sale consideration of ₹70,10,250/- was also deposited from 19.08.2022 to 02.09.2022 which was well before the stipulated due date i.e. 12.09.2022.

2.6. However, on 01.09.2022, the petitioner received an e-mail from respondent(s)-HSVP stating that the letter of intent had been issued on account of a technical glitch on the part of the bank and, therefore, the same was cancelled unilaterally without issuing any notice to the petitioner.

3. Aggrieved by the said act of the respondents, the petitioner has



knocked the doors of this Court.

4. At the outset, learned counsel representing the respondents submits that the bid of the petitioner amounting to ₹93,47,000/- had been wrongly accepted despite the same being below the reserve price. He submits that at that point of time, a counter offer had been given to the petitioner and she had been called upon to accept the allotment of the plot for a total sale consideration of ₹1,09,01,400/- alongwith interest. In response to the said counter offer, vide communication dated 21.09.2022, the petitioner had expressed her willingness to accept the same. Such counter offers were again given to the petitioner on 22.01.2024 and 01.05.2024. In response to the counter offer dated 22.01.2024, the petitioner had accepted the same vide communication dated 24.01.2024. Learned counsel has produced communications dated 21.09.2022, 24.01.2024 and 01.05.2024 in the Court today and the same are taken on record as Mark-X, Mark-Y and Mark-Z respectively. He submits upon instructions that the respondents are still willing to give the same counter offer (as stated above) to the petitioner and if she accepts the same, the disputed plot would be duly allotted to her.

5. To this, learned counsel for the petitioner submits upon instructions that the petitioner is willing to accept the counter offer of ₹1,09,01,400/- and is ready to deposit the differential amount of ₹15,54,400/- alongwith interest as has been demanded by the respondents provided the necessary portal for payment is open. Learned counsel also submits that the said payment shall be deposited within a period of two weeks from today.

6. Learned counsel for the respondents, in response, submits that the portal is already open and the petitioner would be free to deposit the



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differential amount of ₹15,54,400/- alongwith interest and that the amount due to be deposited shall be conveyed to the petitioner within a period of one week from today. After the deposit of the amount by the petitioner within one week thereafter i.e. within two weeks from today as has been stated, the allotment of the disputed plot shall be made in favour of the petitioner within one week thereafter.

7. Learned counsel for the parties, therefore, submit that the petition be disposed of in terms of the aforesaid statements given by them in Court today.

Accordingly, the instant petition is disposed of in terms of the statements given by learned counsel for the parties today in Court. Needless to mention that both sides shall be bound by the statements given by them and shall act accordingly.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

21.05.2024
mamta

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No