



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Reserved on : 06.08.2024/
: 04.09.2024
Pronounced on: 29.10.2024

- 1)

CWP No.17325 of 2024

Anil Kumar Raparia

....Petitioner

V/s

State of Haryana and others

....Respondents
- 2)

CWP No.15265 of 2024

Vikram Sachdeva

....Petitioner

V/s

State of Haryana and others

....Respondents
- 3)

CWP No.15167 of 2024

Sanjeev Garg

....Petitioner

V/s

State of Haryana and others

....Respondents

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

Present: Mr. Arpandeeep Narula, Advocate,
for the petitioner(s).

Mr. Ankur Mittal, Addl. Advocate General, Haryana with
Mr. Karan Jindal, AAG, Haryana, for the respondents-State.

Mr. Ankur Mittal, Advocate
Ms. Kushaldeep Kaur, Advocate and
Ms. Saanvi Singla, Advocate, for respondents No.4 and 5.



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1. For, the issue involved is identical in all the three writ petitions, they shall be disposed of by way of a common judgment. The facts are primarily being derived from CWP-17325-2024, titled **Anil Kumar Raparia vs. State of Haryana and others**, though reference to the facts of CWP-15265-2024 and CWP-15167-2024 shall also be made wherever necessary.

2. The petitioner assails the action of the respondents vide which, despite being the highest bidder in an e-auction, which was held for auction of industrial plots on 12.08.2021, Industrial Plot No.38, measuring 450 sq. mtr. situated in Sector 15, Industrial Estate, Dharuhera (hereinafter to be referred to as the “disputed plot”) was not allotted to the petitioner and the appeal preferred by him against the said action was also rejected vide order dated 01.05.2024 (Annexure P-16).

3. Pursuant to an advertisement (Annexure P-1) issued by the respondents for e-auction of industrial plots in Industrial Estate, Dharuhera, e-auction was held on 12.08.2021. Registration for the same was to start from 01.07.2021 and was to continue till 21.07.2021. As per the E-Brochure (Annexure P-2), an applicant was supposed to pay 5% of the reserve price as earnest money. The petitioner registered within the stipulated period and participated in the e-auction. He was declared successful and emerged as the highest bidder qua the disputed plot @ Rs.21000 per sq. mtr.

4. Vide e-mail dated 12.08.2021 (Annexure P-4), the respondents confirmed that the petitioner had booked a plot of his choice and called upon the petitioner to make the payment of due amount, failing which the EMD was liable to be forfeited. Vide e-mail dated 31.08.2021 (Annexure P-5), the petitioner was informed that the 10% price of the plot calculated at the H1 bid price was to be deposited by 03.09.2021. As per the petitioner, he made



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a payment of Rs.5,76,000/- vide NEFT/RTGS to complete the 10% of the total cost of the disputed plot. The petitioner was, thereafter, informed vide e-mail dated 21.09.2021 (Annexure P-7) that he was required to file a formal application on the e-sewa portal of HSIIDC on or before 06.10.2021 to enable it to issue a regular letter of allotment (for short "RLA").

5. However, on 29.09.2021, two nephews of the petitioner met with a road side accident, pursuant to which they remained admitted in a hospital at Rohtak for more than a week. The record has been annexed as Annexures P-9 and P-10.

6. Upon returning home on 06.10.2021, he realized the fact that the time for filing the formal application was lapsing. The petitioner then attempted to file the said application online but the same could not be submitted which led to certain communications between the parties and even filing of representations (Annexures P-11 and P-12).

7. It is the case of the petitioner that a decision (Annexure P-13) was taken by the Board of HSIIDC that where auctions had been held between 01.01.2022 to 31.03.2023, 15 days period would be granted to file formal application on the e-sewa portal and that the submission of project report would be delinked for the purpose of issuance of RLA. It is the case of the petitioner that though the petitioner was not covered by the aforesaid decision, he submitted a representation dated 01.08.2023 (Annexure P-14) which evoked no response.

8. The petitioner eventually filed an appeal against the action of the respondents, which was also rejected vide order dated 01.05.2024 (Annexure P-16). It has been averred that the disputed plot has been cancelled solely on account of the fact that the petitioner had failed to submit



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the formal application on the e-sewa portal and it was not a case of default on the part of the petitioner. Reference has been made to Clause D(4) of the E-Brochure, as per which on non-submission of the application on the e-sewa portal, failing which 10% price of the plot deposited would be forfeited. It is the case of the petitioner that this action of the respondents is illegal and arbitrary.

9. Mr. Arpandeep Narula, learned counsel for the petitioner and Mr. Ankur Mittal, learned Addl. Advocate General, Haryana and also representing respondents No.4 and 5, who had caused appearance on advance copy having been served, were heard.

10. It was submitted by learned counsel for the petitioner that the action of the respondents in cancelling the plot of the petitioner on such a trivial ground is completely illegal and arbitrary and that another opportunity should have been granted for filing the formal application on the e-sewa portal. It was submitted that the action of the respondents is unduly harsh.

11. *Per contra*, learned counsel representing the respondents submits that there is no illegality in the action of the respondents and that the plots were cancelled strictly as per terms and conditions laid down in the brochure. It was submitted that the terms and conditions of the brochure are pending upon both sides and in no manner can the respondents violate the same.

12. Having heard learned counsel for the parties, we find the writ petition to be devoid of merit.

13. The Brochure containing the procedure for e-auction and allotment of industrial plots is on record as Annexure P-2. As per Clause C(9)(g) of the Brochure, the successful bidders would be required to



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complete 10% payment (after adjusting the EMD) at the H1 bid price within 72 hours of intimation by HSIIDC and that no extension was to be given:-

“C(9)(g). The successful bidders have to complete 10% payment (after adjusting the EMD amount deposited at the time of registration) at H1 bid price within 72 hours of intimation by the HSIIDC after getting approval of the competent authority for acceptance of H1 bids, failing which 5% EMD deposited at the time of registration shall stand forfeited. No extension of time for deposit of H1 payment shall be given. It shall be the responsibility of the bidder to regularly check status of acceptance of his bid and demand of balance payment for completing 10% of H1 bid price on the e-auction portal;”

14. Further, as per Clause D(1) which deals with the post e-auction process, after the completion of the e-auction, acceptance of H1 bid by the competent authority and payment of balance 10% price of the plot by the H1 bidder, the H1 bidder would be required to file an online application for allotment of plots along with requisite documents on the home page of the e-sewa portal. Clause D(4) provides that on failing to file application on e-sewa portal, 10% price of the plot would be forfeited:-

“D(1). After completion of e-auction, acceptance of H1 bids by the competent authority and payment of balance 10% price of the plot by the H1 bidders, the H1 bidders shall be required to file an online application for allotment of plots along with requisite documents, by following the procedure defined under “How to Apply” tab on home page of e-sewa portal of HSIIDC at www.hsiidcesewa.org.in;”

xxx

xxx

xxx

D(4). The application on e-sewa portal of HSIIDC shall be required to be filled within the stipulated period, as may be conveyed by the Corporation, failing which, the 10% price of the plot deposited by the bidder shall be forfeited.”

15. Admittedly, 10% of the price of plot as envisaged by Clause C

(9)(g) was made by the petitioner. However, the online application for



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allotment of plot was admittedly not filed on the home page of the e-sewa portal within the stipulated period on account of which Clause D(4) came into operation and the amount deposited by the petitioner was forfeited. We do not find any illegality in the action of the respondents. To the contrary, they have acted as per the terms and conditions of the brochure. It has to be borne in mind that there are a number of applicants in such auctions and the cutoff date has to be scrupulously followed and non-adherence to the same would lead to a chaotic situation. No doubt, there may be persons like the petitioner who may have at the relevant time, been involved in some personal emergency. However, the action of forfeiture is automatic in view of the terms and conditions referred to above. It was then only for the respondents to consider the case of the petitioner in accordance with the relevant provisions and take a call.

16. The decision taken by the board of HSIIDC in its 377th meeting to grant a one time opportunity of 15 days where auction held between 01.01.2022 to 31.03.2023 admittedly does not apply to the petitioner's case, for the auction in the present case was held on 12.08.2021. Here also, the issue of a cutoff date would come in and it is not for this Court to stretch the dates beyond the dates fixed in the decision taken on the administrative side, which are in the nature of policy decisions.

17. The appeal was rejected not only on merits but also on the ground of maintainability, for there was no allotment till that stage and consequently no resumption. We do not find any illegality in this decision also because the petitioner was simply an H1 bidder which did not cloth the petitioner with any right.

18. It is well settled that the terms and conditions of a brochure as it



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is in the case of a prospectus in admission matters are binding upon both sides. Once an action is taken in terms of the procedure or the provisions envisaged in such a document, the same cannot be said to be illegal, arbitrary or harsh.

19. In CWP-15265-2024 also, the situation was the same. In fact, in the said case, even the 10% payment of the H1 bid amount could not be deposited by the petitioner. In terms of Clause 9(h) of the brochure in that case, the 10% payment was to be submitted within 72 hours, failing which the 5% EMD was to be forfeited. Admittedly, the said payment was not made and, therefore, under the circumstances, the 5% earnest money was forfeited. The ground taken by the petitioner that there was some issue in the network is a disputed question, which cannot be gone into in the present proceedings.

20. In CWP-15167-2024 also, the petitioner could not pay the balance amount of 10% to complete the 10% payment and, therefore, requested to refund the EMD. Here the ground was that the mother of the petitioner was unwell and she had unfortunately expired. Once the balance payment to complete 10% was not deposited, Clause 9(h) of the brochure came into operation and the EMD was forfeited. In this case, in fact, the petitioner had prayed for a refund stating that he was not interested in the plot. However, the amount was forfeited in terms of the provisions of the brochure.

21. In all the three cases, no letter of allotment had been issued and the petitioners were H1 bidders. They failed to comply with the terms and conditions laid down in the brochure, be it completion of 10% of the payment or the submission of an online form on the e-sewa portal leading to



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the forfeiture of the amount deposited by them. The action of the respondents is in conformity with the procedure laid down in the brochure and there is, therefore, not even an irregularity in the same much less an illegality. At the cost of repetition, it needs to be mentioned that these are purely administrative decisions which are not liable to be interfered with until and unless the decisions are shown to be perverse or are shown to have been taken for some extraneous consideration.

22. The cancellation of the disputed plots was in accordance with the provisions of the brochure. We do not find any illegality in the said action of the respondents and consequently find no merit in the writ petitions. Accordingly, the writ petitions are dismissed.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

Reserved on: 06.08.2024
Pronounced on: 29.10.2004
vcgarg

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No