

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

223

CWP-33287-2019

Date of decision: 12.02.2024

HITESH KAPOOR AND OTHERSPetitioners

VERSUS

STATE OF HARYANA AND OTHERSRespondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: - Mr. Pankaj Bali, Advocate
for the petitioners.

Mr. Pankaj Mulwani, DAG, Haryana.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present writ petitions is for seeking issuance of directions to respondents No.1 and 2 to refund the security amount lying deposited with the Haryana State Transport Department in lieu of auction dated 20.06.2019 in the light of the representation dated 26.09.2019 submitted by the petitioner.

Written statement of Ajay Garg, General Manager, Haryana Roadways, Karnal has been filed on behalf of respondents No.1 to 3 wherein it has been averred that the petitioner has not come to the Court with clean hands and he is claiming refund of the security amount which is claimed to

be deposited with the Haryana State Department whereas no such amount was ever deposited in the shape of security. An auction of the booths/shops at various Bus stands of the Haryana Roadways was held on 01.04.2019 as per the comprehensive policy/guidelines issued by the authorities. The date of auction was however postponed due to enforcement of the Model Code of Conduct and the existing contract of Shops/booths was extended upto 30.06.2019. The date of auction was thereafter postponed on 20.06.2019. It is contended that the petitioner No.1-Hitesh Kapoor after approval by the depot level committee participated in the auction and was the successful bidder for the lease of tea coffee shop for new Bus Stand, Karnal for a sum of Rs. 3,72,000/- as rent per month. The bid was signed by the petitioner on 20.06.2019 in the presence of members of Committee, wherein the petitioner undertook the liability that he will submit the lease/contract deed/agreement deed upto 07.07.2019 and will deposit the security amount of Rs. 14,88,000/- in the shape of fixed deposit pledged in the name of General Manager, Haryana Roadways Karnal. It was also undertaken that in the event of failure to submit the contract/agreement and deposit the security amount, the tender/bid might be cancelled and three months earnest money/advance rent might be forfeited. Besides, there is a reference to an arbitration clause (xxii) of the agreement. The same is extracted as under:

(xxii): Arbitration Clause :-

“In case of any dispute the matter may be referred by either party for arbitration to the Director General, State Transport, Haryana whose decision would be binding on both the parties.”

Learned counsel appearing on behalf of the petitioner contends that in view of the arbitration clause, he does not wish to press the instant writ petition and may be permitted to raise the said dispute as per law.

Disposed of as not pressed with liberty to the petitioner to take recourse to his alternative remedies in accordance with law.

(VINOD S. BHARDWAJ)
JUDGE

FEBRUARY 12, 2024
Vishal Sharma

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No