



State of Punjab and anotherRespondents



6. CWP No. 13573 of 2019 (O&M)
Sukhjit Kaur and othersPetitioners

Versus

State of Punjab and anotherRespondents

7. CWP No. 15633 of 2019 (O&M)
Sukhmani InternationalPetitioner

Versus

State of Punjab and othersRespondents

8. CWP No. 22270 of 2019 (O&M)
Thakur DassPetitioner

Versus

Punjab Small Industries and Export Corporation LimitedRespondents

9. CWP No. 15607 of 2019 (O&M)
Rajesh KumarPetitioner

Versus

State of Punjab and othersRespondents

10. CWP No. 16033 of 2019 (O&M)
Sameer KumarPetitioner

Versus

State of Punjab and othersRespondents



11. CWP No. 14573 of 2019 (O&M)
Kuldeep Singh and othersPetitioners

Versus

State of Punjab and othersRespondents

12. CWP No. 1942 of 2020 (O&M)
Natasha KumariPetitioner

Versus

State of Punjab and anotherRespondents

13. CWP No. 824 of 2020 (O&M)
Rajpal SinghPetitioner

Versus

State of Punjab and othersRespondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKAS SURI**

Argued by: Mr. Amit Jhanji, Sr. Advocate with
Ms. Eliza Gupta, Advocate and
Mr.Sahil Sehrawat, Advocate
for the petitioner(s)
(in CWP-12959-2011 and CWP-12689-2011).

Mr. Sumeet Mahanjan, Sr. Advocate with
Mr. Saksham Mahajan, Advocate for the petitioner(s)
(in CWP-16250-2019 & CWP-13573-2019).

Mr. Kanwaljit Singh, Sr. Advocate with
Ms. Promila Nain, Advocate for the petitioner(s)
(in CWP Nos. 14573, 15633, 16033 of 2019 & CWP-824-2020)
and for respondent No. 28 (in CWP-12959-2011).

Ms. Harveen Mehta, Advocate for the petitioner
(in CWP-15607-2019).



Mr. Ashish Gupta, Advocate for the petitioner
(in CWP-1942-2020).

Ms. Supriya Garg, Advocate for the petitioner
(in CWP-22270-2019) (through V.C.).

Mr. D.S. Sidhu, Advocate for
Mr. Vikas Bali, Advocate (in CWP-12814-2011).

Ms. Munisha Gandhi, Sr. Advocate with
Ms. Sachit Katoch, Advocate,
Mr. Vikas Chatrath, Advocate &
Mr. Preet Agroa, Advocate,
for the respondent-PSIEC.

Mr. Maninder Singh, Sr. DAG, Punjab.

Mr. Abhishek Singh, Advocate
for respondent No.8 (in CWP-12959-2011)
and for respondent No.3 (in CWP-12814-2011).

Mr. Hoshiar Singh, Advocate for
Mr. Sanjeev Sharma, Advocate
for applicant-respondent No.1
(in CM-5723-CWP-2019 in CWP-5364-2014).

Mr. Sanpreet Singh Kalra, Advocate for
Mr. S.S. Rangi, Advocate
for respondents No.28 and 29 (in CWP-12959-2011).

SURESHWAR THAKUR, J.

1. Since all the petitions (supra) arise from a common advertisement, therefore, all the petitions (supra) are amenable to be decided through a common verdict being made thereons.

CWP Nos. 12959 of 2011, 12814 of 2011, 5364 of 2011,
and 12689 of 2011

2. The writ petitions (supra) have been filed by the petitioners seeking a direction upon the respondent-Corporation concerned, to include their names in the draw of lots, which were to be held on 25.7.2011.

3. Moreover, in **CWP No. 12689 of 2011** the petitioner also seeks the quashing of the letter dated 24.6.2011, whereby he was informed that in



the meeting held on 5.4.2011, he was found ineligible by the allotment committee. However, through an order dated 20.7.2011, passed by this Court, the petitioner was allowed to participate in the draw of lots, and in the said draw of lots, he was successful. The said order becomes extracted hereinafter.

“Notice of motion for 16.8.2011.

The respondent is directed to produce the entire record with respect to the proceedings of the allotment committee wherein the petitioner was found to be ineligible. The respondent shall also produce the eligibility criteria framed by the allotment committee at the time of consideration of the petitioner’s application.

The petitioner shall be allowed to participate in the draw of lots scheduled to be held on 25.7.2011.

The petitioner’s participation, however shall not confer any right upon the petitioner.”

4. For brevity, the facts are being taken from **CWP No. 12959 of 2011.**

5. The Punjab Small Industries and Exports Corporation Limited (the respondent corporation) issued an advertisement on 13.8.2004, contents whereof are extracted hereinafter, inviting applications for the allotment of industrial plots measuring 500 square yards in the Industrial Growth Centre/Focal Point, Mohali. In response to the said advertisement, the petitioner submitted an application No. 3545 and also deposited a sum of Rs. 1.00 lac, as earnest money in the Central Bank of India vide receipt dated 27.8.2004. It is further averred therein, that vide letter dated 10.11.2004, the respondent corporation asked the petitioner to appear for the interview on 20.11.2004 at 10.00 A.M., and, in response thereto, the petitioner appeared for interview on the said date. However, since no decision with regard to the



allotment of the subject plot became communicated to him, thereupon he wrote a letter in December 2007 to the respondent-Corporation, to allot an industrial plot to him, to which also no reply was given by the respondent-Corporation. Subsequently, the petitioner sought information on 20.3.2008 under the RTI Act with regard to the status of allotment of industrial plot to him. In response thereto, the petitioner received a communication from the department concerned, that owing to the pendency of an ***SLP No. 1969 of 2006 titled as Jasbir Singh Chhabra and others versus State of Punjab etc.***, the matter regarding allotment of industrial plots has not attained finality, and, that the appropriate decision on his application would be taken after the outcome of the SLP (supra). It is further averred in the instant petition, that on 7.3.2011, a news item appeared in HT Live, that the draw of plots would be held by the respondent-Corporation on or about 31.3.2011, and, that the respondent-Corporation has been writing letters to the eligible candidates for payment of revised price. However, since the petitioner did not receive any such letter from the respondent-Corporation, therefore, he wrote letter dated 28.3.2011 asking the respondent-Corporation to include his name in the draw of lots for allotment of the industrial plot. However, no reply has been received from the respondent-Corporation.

6. It is also averred that on 16.7.2011, a news item was published in 'The Tribune' newspaper, that the draw of lots for industrial plots (supra) will be held on 25.7.2011. On the same day, the petitioner visited the office of the respondent-Corporation to know the status of his application for allotment of industrial plot, as became preferred, thus in response to the advertisement dated 13.8.2004. On enquiry, he was informed that since his



name is not mentioned in the list of eligible candidates, thereby he will not be permitted to participate in the draw of lots.

**“Industrial Plots
in Industrial Focal Point, Phase-8-B, Mohali**

Punjab Small Industries & Export Corporation Limited, a multi-dimensional Organization in the service of Industrial community offers you a Golden opportunity to own an Industrial Plot on Lease hold basis on the term and conditions specified in the prescribed application form.

<i>Name of the Focal Point</i>	<i>Size (in Sq. Yards)</i>	<i>Tentative No. of Plots</i>	<i>Rate per sq. yard (Tentative)</i>
Phase 8-B, Mohali	500	65	Rs. 2000/-

Mode of Payment: The price of the plot shall be payable as

- 1) Earnest money will be submitted along with application @ 10% of the total cost of the plot in the shape of Demand Draft in favour of “Punjab Small Industries & Export Corporation Limited” payable at Chandigarh.*
- 2) Another 30% of the total price of the plot shall be payable within a period of 30 days from the date of issue of letter of allotment.*
- 3) The remaining 60% price of the plot shall be payable either in lump-sum within a period of 60 days from the date of issue of letter of allotment without interest or in six half yearly installments with interest as applicable. The first installment will fall due after six months of the date of issue of allotment letter.*
- 4) If sufficient eligible candidates are not available in any of the reserved category, un-claimed plots falling in the concerned reserved category/size shall be treated as un-reserved and allotted under the general category.*

DECISION OF THE ALLOTMENT COMMITTEE: Decision of the Allotment Committee on applications for allotment of plots shall be final and no appeal shall lie against it.

PROJECT IMPLEMENTATION: The allottee shall ensure to commence commercial production after completing construction of factory building within 3 years of allotment.

NOTE : Please note that the number of plots indicated above are



tentative and may vary at the time of allotment. 10% extra price shall be levied for preferential/corner plots

REFUND OF EARNEST MONEY: The unsuccessful applicants would be given back their earnest money.

HOW TO APPLY: Prescribed Application forms along with terms and conditions can be had from the office of the PSIEC, head office on payment of Rs. 100/- in cash or crossed bank drafts drawn in favour of “Punjab Small Industries and Export Corporation Ltd.” payable at Chandigarh.

The applications complete in all respects along with Earnest Money in the shape of Bank Draft only Drawn in favour of Punjab Small Industries and Export Corporation Limited, payable at Chandigarh be submitted at Head Office PSIEC Chandigarh.

x x x x”

7. Tritely the reasons for declaring the present petitioners to be ineligible to participate in the draw of lots are stated in the replies/written statement furnished to the writ petitions, thus to be embodied in the recommendation of the Sub Committee. The relevant recommendations of the said sub committee with regard to the petitioners, become extracted hereinafter.

CWP No.	Name of the petitioner	Recommendation
<u>12959 of 2011</u>	Rajiv Kumar	Applicant owns a jewellery shop in Sector 35, Chandigarh could not justify requirement of land and viability of the project. Not recommended
<u>12814 of 2011</u>	Suresh Juneja	Has Plot in Phase VIII-B, Mohali could not justify requirement of additional land not recommended.
	Subhash Chand Gandhi	Running unit in Plot E-143, Phase-7, Mohali. Could not convince about additional requirement of land and expansion programme. Not recommended.



	<i>Harish Kumar</i>	<i>Applicant is Mfg. Tractor parts in E-094, Phase 7, Mohali T.O. Rs. 20 Lacs. Would employ 11 persons. V.A. 20% wants to shift. Recommended</i>
	<i>Gobind Sahai Gupta</i>	<i>Applicant is working in a glass shop. Could not explain anything about the project has no experience not recommended.</i>
	<i>Bipandeep Singh Khurana (Baba Deep Singh Industries)</i>	<i>Has own Plot F-164, Phase 8-B, Mohali could not justify additional requirement of land. Not recommended.</i>
	<i>Dalip Singh</i>	<i>Applicant is 62 years. Old Mfg. Sonalika parts in E-168, Phase 8, Mohali. Could not justify requirement of additional land. Not recommended.</i>
	<i>Vijay Kumar Chawla</i>	<i>Applicant is Mfg. Tractor parts in E-80 Phase VIII, Mohali could not justify requirement of additional land. Not recommended.</i>
	<i>Mavi Iron Store</i>	<i>Applicant firm is trader of Iron and Cement etc. Have no Mfg. Experience in the line. Could not justify implementation plan. Not recommended.</i>
	<i>Noor Spices Industries</i>	<i>Has no Mfg. experience and knowledge. Could not justify requirement of land. Lacs aptitude. Not recommended.</i>
<u>12689 of 2011</u>	<i>Shiv Kumar</i>	<i>Applicant is working in a jewellery shop. Could not justify requirement of land and viability of the project. Not recommended.</i>
<u>5364 of 2014</u>	<i>Pardeep Kumar Aggarwal</i>	--

8. The declarations vis-a-vis the ineligibility of the petitioners (supra) are well founded upon the supra validly recorded reasons.



Consequently, therebys and for the further reasons to be assigned hereinafter, the petitioners (supra) cannot become bestowed with any right, but on the basis of the subject advertisement, besides on the very same reserve price as mentioned therein thus to seek their re-participations in the draw of lots. Significantly also when the subject advertisement has been validly withdrawn through Resolution No. 288.11, passed by the Board of Directors of the respondent concerned, in its 288th meeting held on 28.3.2019.

CWP Nos. 13573-2019, 14573-2019, 15607-2019, 15633-2019, 16033-2019, 16250-2019, 22270-2019, 824-2020 and 1942-2020

9. In the writ petitions (supra), the petitioners seek the quashing of the Resolution No. 288.11, passed by the Board of Directors of the respondent concerned, in its 288th meeting held on 28.3.2019, whereby the respondent-Corporation has decided to withdraw the advertisement dated 13.8.2004, and, not to go ahead with the allotment of industrial plots measuring 500 square yards in phase VIII-B, Focal Point, Mohali, in respect whereof the draw of lots became held on 25.7.2011.

10. For brevity, facts are being taken from **CWP No. 13573 of 2019**.

11. The respondents had issued an advertisement dated 13.8.2004 in the newspaper 'The Tribune' for the allotment of 65 industrial plots measuring 500 square yards each in Phase VIII-B, Mohali. In response to the said advertisement, the petitioners applied for the said advertised plots becoming allotted in their respective favour. Subsequently, the petitioners also appeared in the interview, and, after evaluations being made of their claims, the names of the petitioners were recommended by the Sub Committee. The recommendations of the Sub Committee were submitted to the Allotment Committee for considering the allotment of plots (supra), and,



after due deliberations the Allotment Committee unanimously finalized the list of eligible candidates for consideration of allotment of industrial plots (supra). Since the number of applicants recommended for consideration of allotment in all categories, were more than the available plots in the respective categories, therefore, the Allotment Committee decided to hold the draw of lots to finalize the allotments in all categories amongst the recommended eligible applicants. It is further averred therein that after completing the process of scrutiny, the draw of lots were to be conducted on 25.7.2011. However, prior to the conducting of draw of lots, the present petitioners received a letter dated 22.3.2011, whereby they were intimated about the price of the plots being revised from Rs. 6,000/- per square yards to Rs. 10,000/- per square yards. It was also mentioned in the said letter that if the petitioners do not agree with the revision of the price, thereupon they can seek their refund of earnest money. However, the petitioners never asked for the refund of the earnest money. Consequently, whereby the petitioners therein became declared to be deemed to have accepted the revision of the price of plot @ Rs. 10,000/- per sq. yds. Moreover, whereby the petitioners are also deemed to accept five times revision of the price of the plots, besides whereby they did also evince their readiness and willingness to perform their part of the agreement, which however did not become performed by them, as they did not furnish the revised price before the respondent concerned, nor whereby any enforceable contract came into existence, nor whereby they can ask that yet an inchoate contract be enforced against the present respondent.

12. It is further averred in the instant petition, that before the



commencement of draw of lots, three writ petitions respectively bearing CWP Nos. 12959-2011, 12689-2011 and No. 12814-2011 became filed before this Court, thus challenging the action of the respondent concerned in not including the names of the petitioners in the said writ petitions, in the draw of lots. This Court vide order dated 20.7.2011, passed in CWP-12689-2011 had directed that the petitioners in the writ petition (supra) be allowed to participate in the draw of lots, scheduled to be held on 25.7.2011. The said order has already been reproduced hereinabove.

13. Subsequently, the supra stated petitioners became successful in the draw of lots held on 25.7.2011. However, in the meantime, CWP-12689-2011 became admitted by this Court vide order dated 24.1.2013, and, similar orders in the connected writ petitions became also passed. When on 11.4.2019, an application bearing CM No. 2709 of 2019 in CWP No. 12959 of 2011 came up for hearing, then the, the then learned Advocate General, Punjab made a statement, that owing to prolonged pendency of the writ petition, thus the Board of Directors of the Corporation vide resolution No. 288.11 passed in its 288th meeting held on 28.3.2019, has decided to withdraw the advertisement dated 13.8.2004, and, that consequent to withdrawal of the said advertisement, the respondent-Corporation shall proceed to allot aforesaid plots in Mohali, through the mode of e-auction, as per industrial policy notified by the State of Punjab on 31.1.2019. It is further averred therein, that when the petitioners asked for copy of the said industrial policy notified on 31.1.2019, whereupon the officials of the respondent-Corporation thus flatly refused to supply them the copy of the said policy.



Submissions on behalf of the learned counsels for the petitioner(s)

14. The learned senior counsels for the petitioner (in CWP-12689 of 2011) submits that -

(i) The falsity of the impugned letter dated 24.6.2011, whereby the petitioner was declared to be ineligible to participate in draw of lots, thus is evident from the very fact that vide letter dated 20.5.2010, the petitioner in reply to his RTI information became informed that the action regarding the allotment of plots would be taken by the competent authority, thus awaiting the verdict of the Hon'ble Supreme Court. Significantly the verdict of dismissal has been made by the Apex Court on the apposite SLP, whereby the challenge, as made to the petitioner(s) therein vis-a-vis the subject advertisement became rejected. Therefore, it is highly improbable that the eligibility of the petitioner was decided in the meeting dated 5.4.2005, as alleged in the impugned letter.

(ii) That the decision regarding the eligibility of the petitioner(s) was allegedly taken by the allotment committee in the meeting held on 5.4.2005, however, despite several applications under the RTI Act regarding the status of the application, the said decision was never conveyed to the petitioner till 24.6.2011, and, that the earnest money deposited by the petitioner was also never returned to him.

(iii) That no reasoning has been assigned by the allotment committee concerned, while holding the petitioner to be ineligible for the allotment of the plots.

(iv) That the petitioner has already been successful in the draw of lots regarding allotment of plots conducted by the respondents



concerned.

15. Furthermore, the learned counsels for the petitioners (*in CWP Nos. 12959 of 2011, 12814 of 2011 and 5364 of 2011*) submit, that the actions of the respondent-Corporation in not seeking the consent of the petitioners with regard to the revised price of the industrial plots, besides not including their names in the draw of lots for the allotment of industrial plots, are illegal, arbitrary and violative of Article 14 of the Constitution of India, and, that there was no justification on the part of the respondent-Corporation in not including the name of the petitioners in the draw of lots, proposed to be held on 25.7.2011.

16. The learned counsels for the petitioner(s) in the remaining writ petitions submit-

(i) That the State being the owner of the lands/plots in question had framed a policy dated 11.10.2002/24.10.2002 (Annexure P-2 in CWP-13573-2019), and, as per the said policy, the allotment was to be made by the allotment committee, headed by Director, Industries, Punjab, and, not by the respondent-Corporation.

(ii) That by virtue of the decision dated 5.4.2005, made by the allotment committee, and, on being successful in the draw of lots held on 25.7.2011, the right of allotment of plots vests in the present petitioners.

(iii) That since there is a binding contract between the present petitioners and the respondents, after the earnest money demanded by the respondent-Corporation, rather becoming accepted by them. Therefore, the said binding contract is liable to be specifically enforced.

(iv) That the impugned resolution dated 28.3.2019 has been



passed without giving an opportunity of hearing to the present petitioner. Therefore, it is prayed, that the impugned resolution (supra) is liable to be quashed being violative of the principles of natural justice.

Submissions on behalf of the learned senior counsel for the respondent-Corporation

17. The learned senior counsel for the respondent-Corporation submits-

(i) That the success of the aspirants in the draw of lots, does not create any indefeasible right in them rather to seek allotments of the subject plots, as the exercise of making draw of lots, is only a method to identify the allottees concerned.

(ii) That the mere submission of the application does not guarantee any vested right in the applicant concerned, to seek allotment of the plot vis-a-vis him/her.

(iii) The writ of mandamus would not lie in the present case, as no indefeasible right vests in the petitioners to seek the passings of the espoused mandamus vis-a-vis the respondents.

(iv) That the change in the policy can defeat legitimate expectations, as such, the submission of the petitioners cannot withstand judicial scrutiny.

(iv) That the non-issuance of the allotment letter would thus mean non-completion of the process, and, thus the contract cannot be deemed to have been completed at the stage of draw of lots.

(v) That the contract is not over until there is an offer, and, acceptance, as such there is no breach of contract committed on behalf of the



respondent-Corporation.

18. Therefore, it is prayed that all the writ petitions (supra) be dismissed.

Inferences of this Court

19. From an advertisement common to all the writ petitioners, thus insofar as, the petitioners in ***CWP Nos. 12959 of 2011, 12814 of 2011, CWP No. 12689 of 2011 and 5364 of 2011***, are concerned, they were not declared eligible to participate in the draw of lots. Moreover, the advertisement inviting responses from the aspirants concerned, became withdrawn through a resolution becoming passed on 28.3.2019 by the Board of Directors of the respondent-Corporation. The said resolution is contended by the respondents to be consonant with the revised industrial policy notified by the State of Punjab on 31.1.2019. Moreover, as stated in the hereinabove underlined paragraphs, the rejection of the petitioners' claim to participate in the draw of lots, is well founded upon breaches being made to the relevant criteria, as spelt in the apposite policy.

20. However, in the writ petition (supra) bearing ***CWP No. 12689 of 2011***, the writ petitioner had been permitted to participate in the draw of lots, thus through an order becoming rendered by this Court on 20.7.2011.

21. Though, all the writ petitions (supra) were listed together, and, as such, when all the counsels in the writ petitions (supra) were making joint appearance(s) before this Court, thus on behalf of all the petitioners concerned, therefore, when an application bearing CM No. 2709 of 2019 in CWP No. 12959 of 2011 came up for hearing on 11.4.2019, rather an intimation became made by the then learned Advocate General, Punjab, to



the effect, that vide resolution No. 288.11, the advertisement (supra) has been resolved to be withdrawn by the Board of Directors of the Corporation in the meeting held on 28.3.2019, besides when the said intimation was to the further effect that the subject plots would be allotted in pursuance to e-auction being held. Resultantly, the learned counsels concerned, in the instant petitions, who were present on 11.4.2019 before this Court on behalf of the petitioners concerned, and, when the supra intimation was made to this Court by the learned, the then Advocate General, Punjab, as such, the counsels in the writ petitions (supra) were required to be making consequent therewith amendments in the writ petitions (supra) but with the leave of the Court. However, no leave of this Court became espoused by the counsels for the petitioners in the writ petitions (supra), thus to make an amendment in the writ petitions (supra) to the extent that the said resolution is ultra vires, as it purportedly infringes the doctrine of promissory estoppel, nor when but obviously any amendment in consonance therewith was permitted to be incorporated in the writ petitions (supra). Resultantly, any challenge to the vires of the said resolution cannot be permitted to be orally espoused by the counsels concerned.

22. Though, oral submissions are made by the learned counsels for the petitioners in the writ petitions (supra), that dehors the requisite amendment being made in the above said writ petitions, yet the making of the resolution is void, besides it causes deep pervasive breaches to the doctrine of promissory estoppel, as becomes generated from the advertisement (supra) becoming floated, whereto the purported effective binding responses were made. Nonetheless, the said ground is also of no



legal effect, as unless the requisite amendment was permitted to be incorporated through leave in the said regard becoming granted to the petitioners, thereupon alone the said argument would become tested by this Court. However, since as stated (supra) no leave for the purpose (supra) was asked for, nor it became granted, therefore, the oral submission made by the learned counsels, is of no effect, the same being beyond pleadings, and, is rejected as such.

23. Even otherwise, the petitioners for reasons (supra) when were declared to be ineligible to participate in the draw of lots. Moreover, when the criteria in terms whereof, the subject advertisement, though became unsuccessfully challenged before this Court in a writ petition bearing CWP No. 13343 of 2004, titled as *Jasbir Singh Chabbra and others versus State of Punjab* along with other connected cases. Furthermore when the challenge as made to the subject advertisement rather by the concerned, before the Hon'ble Supreme Court of India, also resulted in the said advertisement becoming upheld. Moreover when therebys, but obviously the criteria in terms whereof, the subject advertisement became issued, also became upheld. Resultantly therebys, when the supra extracted rejection order, as became passed vis-a-vis the petitioners concerned, is well bounded within the ambit of the criteria spelt in the relevant policy. As such, the rejection of the petitioners' candidature is both well founded, besides is required to be upheld.

24. Though, it appears that since the ground of eligibility, as created against the present petitioners was the subject of adjudication in the SLP (supra), therebys it was decided that awaiting the outcome of the SLP



(supra), the petitioners be not permitted to participate in the draw of lots. Consequently, the said reason appears to be well founded, so as to avoid any conflict erupting inter se the decision made by the respondent concerned, with the one which ultimately becomes rendered by the Hon'ble Supreme Court.

25. Now, reiteratedly since the SLP (supra) became dismissed, whereby the claim of the petitioners therein, thus alike the claim of the petitioners in the writ petitions (supra) became discountenanced, whereby the petitioners in the writ petitions (supra), but cannot claim that the makings of declaration of ineligibility qua them by the respondent concerned, rather is ill founded. Resultantly whereby, this Court finds no merit in ***CWP Nos. 12959 of 2011, 12814 of 2011 and 5364 of 2011***, and, is led to dismiss them.

26. Insofar as ***CWP No. 12689 of 2011*** is concerned, it appears, that through the order (supra) passed by this Court in the petition (supra), the petitioner therein was directed to participate in the draw of lots, wherein, he was declared successful in the said held draw of lots. However, upon an intimation being made by the then learned Advocate General, Punjab, to this Court to the effect, that vide the resolution No. 288.11, the advertisement (supra) has been resolved to be withdrawn by the Board of Directors of the Corporation in the meeting held on 28.3.2019, beside when the petitioner in the writ petition (supra) apparently appears to breach the criteria spelt in the policy, pursuant whereto the subject advertisement became published. However, when the challenged criteria, which became allegedly breached, and, which became incorporated in the said advertisement, but was upheld



through a verdict becoming pronounced by the Apex Court upon the SLP (supra). Resultantly, to ensure that this Court makes parity with the judgment pronounced by the Apex Court in the SLP (supra), thereby the purported ineligibility of the petitioner in the writ petitioner (supra), thus to participate in the draw of lots, wherein, he did participate, and, also was successful, thus yet does not endow any privilege to him. The fortifying reason for making the said conclusion becomes fostered from the factum, that since only a conditional interim relief (supra) became granted to the petitioner to the extent, that the participation of the petitioner in the draw of lots, would be subject to the outcome of the writ petition. Now since the subject of the said writ petition is similar to the subject of the SLP (supra), whereons, a decision, thus upholding the said advertisement thus became passed. In sequel, as stated supra, this Court is required to be not making a verdict which conflicts with the verdict pronounced in the SLP (supra). As such, with the causes of action in the SLP being *prima facie* similar to the one, as agitated in the instant writ petition, thereby a similar thereto decision is required to be passed even by this Court.

27. In other words, the further corollary thereof, is that, especially when the litigants in SLP (supra) did *prima facie* have a grouse similar to the grouse which the petitioner in CWP-12689-2011, rather does have, besides when the said SLP has been dismissed by the Hon'ble Supreme Court. Resultantly thereby, irrespective of the petitioner in the writ petition (supra) succeeding in the draw of lots, in pursuance to his being permitted to participate in the said draw of lots, yet the supra passed order but does not endow any benefit to the petitioner in the petition (supra), simply for the



supra stated reason, that the said interim relief, but ultimately merges in the outcome adversarial to the litigants being made in the SLP (supra), who did have a grouse similar to the petitioner in the writ petition (supra). As such, to maintain consistency with the judgment rendered by the Apex Court in the SLP (supra), this Court dismisses the writ petition bearing ***CWP No. 12689 of 2011***.

28. Be that as it may, the other petitioners in the other writ petitions (***CWP Nos. 13573-2019, 14573-2019, 15607-2019, 15633-2019, 16033-2019, 16250-2019, 22270-2019, 824-2020 and 1942-2020***), appear to become declared to be eligible to participate in the draw of lots, and, were also successful in the draw of lots, which was conducted on 25.7.2011. However, prior to the some of the petitioners in the writ petitions (supra) becoming declared to be successful in the draw of lots, they were through the relevant letters thus intimated that the reserve price for the plots being revised from Rs. 6000/- to Rs. 10,000/-, with a further request to the petitioners, to in case they do not agree with the said revision, thereupon they can seek refund of their earnest money. However, it is contended that the petitioners never asked for refund of the earnest money, and, thereby the said refusal tantamounts to their accepting the revision of the reserve price from Rs. 6,000/- to Rs. 10,000/-. As such, it is contended, that the petitioners are estopped to press for a mandamus being passed upon the respondents concerned, to issue a letter of intent or the allotment letter vis-a-vis the said plots to them.

29. Though in the petitions (supra) the advertisement has been recalled through a resolution dated 28.3.2019, as became drawn, thus in terms of the industrial policy of the State of Punjab notified on 31.1.2019. Consequently, insofar as the petitioners in the petitions (supra) are



concerned, it becomes contended, that irrespective of the passing of the resolution (supra), yet with theirs becoming declared successful in the draw of lots, thereupon they are invested with a right to seek the passing of a mandamus upon the respondents concerned, for the latter issuing the allotment letter to them. Furthermore, since the inception of the offer appertaining to the said writ petitions, thus stemmed from the publication of the subject advertisement, rather resulted in an effective response thereto being made by the petitioners concerned, thus through theirs successfully participating in the draw of lots. In sequel, therebys but naturally it is contended that the issuance of letter of allotment by the respondents, was but an imperative obligation cast upon the respondents. In other words, it is contended that post the conclusion of the draw of lots, there was no permissibility for the respondents to either novate the said contract through the issuance of letters thus intimating them qua the reserve price of the plots thus becoming revised, and, that in case they did not agree to the apposite revision, thereupon they can seek refund of earnest money, nor also if the petitioners did not seek refund of the earnest money, thus the said failure on the part of the petitioners but could not cause any termination of the contract, which became entered into amongst the present petitioners and the respondent concerned, through the advertisement becoming purportedly favourably responded, and the entire sale consideration becoming deposited.

30. To make the said argument, the learned counsels for the petitioners make dependence upon a judgment rendered by the Apex Court in case titled as ***Vice Chairman and Managing Director, City and***



Industrial Development Cooperation Maharashtra and another versus Shishir Reality Private Ltd. and others, reported in ***2021 SCC OnLine SC 1141***. The relevant paragraphs of the said judgment become extracted hereinafter.

“58. When a contract is being evaluated, the mere possibility of more money in the public coffers, does not in itself serve public interest. A blanket claim by the State claiming loss of public money cannot be used to forgo contractual obligations, especially when it is not based on any evidence or examination. The larger public interest of upholding contracts and the fairness of public authorities is also in play. Courts need to have a broader understanding of public interest, while reviewing such contracts.

x x x x

64. Before we delve into the aforesaid arguments, it is imperative for us to go to have a look at certain decisions of this Court. This Court in the case of [Motilal Padampat Sugar Mills Co. Ltd. v. State of Uttar Pradesh](#), (1979) 2 SCC 409 laid down the necessity of the government being bound by the principles of promissory estoppel in the following words:

“24. ... The law may, therefore, now be taken to be settled as a result of this decision, that where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee, notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract as required by [Article 299](#) of the Constitution. ... It is indeed difficult to see on what principle can a Government, committed to the rule of law, claim immunity from the doctrine of promissory estoppel... It was [laid down by](#) this Court that the Government cannot claim to be immune from the applicability of the rule of promissory estoppel and repudiate a promise made by it on the ground that such promise may fetter its future executive action. If the Government does not want its freedom of executive action to be hampered or restricted, the Government need not make a promise knowing or intending that it would be acted on by the promisee and the promisee would alter his position relying upon it. But if the Government makes such a promise and the promisee acts in reliance upon it and alters his position, there is no reason why the Government should not be compelled to make good such promise like any other



private individual. The law cannot acquire legitimacy and gain social acceptance unless it accords with the moral values of the society and the constant endeavour of the Courts and the legislature, must, therefore, be to close the gap between law and morality and bring about as near an approximation between the two as possible. The doctrine of promissory estoppel is a significant judicial contribution in that direction. But it is necessary to point out that since the doctrine of promissory estoppel is an equitable doctrine, it must yield when the equity so requires. If it can be shown by the Government that having regard to the facts as they have transpired, it would be inequitable to hold the Government to the promise made by it, the Court would not raise an equity in favour of the promisee and enforce the promise against the Government. The doctrine of promissory estoppel would be displaced in such a case because, on the facts, equity would not require that the Government should be held bound by the promise made by it. When the Government is able to show that in view of the facts as have transpired since the making of the promise, public interest would be prejudiced if the Government were required to carry out the promise, the Court would have to balance the public interest in the Government carrying out a promise made to a citizen which has induced the citizen to act upon it and alter his position and the public interest likely to suffer if the promise were required to be carried out by the Government and determine which way the equity lies.The burden would be upon the Government to show that the public interest in the Government acting otherwise than in accordance with the promise is so overwhelming that it would be inequitable to hold the Government bound by the promise and the Court would insist on a highly rigorous standard of proof in the discharge of this burden.”

65. *In the aforesaid case, this Court held that it would not be enough for the Government to merely state that public interest requires that the Government should not be compelled to carry out the promise. It is imperative that the Government when seeking exoneration from liability of enforcing contract, must satisfy the Court as to how public interest overrides the necessity of enforcing the contract.”*

31. The principles which can be culled out from the said judgment, are that (i) the doctrine of promissory estoppel and the doctrine of legitimate expectancy, are grooved in equity, and, do not predominate the public interest or public policy. (ii) Contrarily, both the public interest and public



policy eclipse the efficacy of supra equitable doctrines. The constitutional Courts are required to be thus balancing the endowment of the doctrine of promissory estoppel to the petitioner vis-a-vis the predominant theretos thus public interests and public policies.

32. In the instant case, since much time has elapsed since the making of the subject advertisement, and, also when this Court had been fairly intimated by the then Advocate General, Punjab, that owing to immense efflux of time since the making of the subject advertisement, especially when there is an obvious escalation in the prices of the subject plots, thus the subject advertisement being rescinded through Resolution No. 288.11, as became passed by the Board of Directors of the respondent concerned, in its 288th meeting held on 28.3.2019, whereafter it was declared that the auction of the subject plots be conducted through e-auction. Resultantly when the said made intimation when but subserves the public interest, whereby also becomes eclipsed the doctrine of promissory estoppel, besides too thereby, the said doctrine becoming predominated. Moreover when, with the effective efflux of time, since the passing of the resolution, has but naturally caused escalation in the prices of the subject plots, thereby when yet the subject plots are allotted to the present petitioners, there would be an immensity of loss to the public exchequer, and, whereby but concomitantly there would be deprivation of the executions of the public welfare works. Naturally thereby, the doctrines of promissory estoppel, and, of legitimate expectancy but thereby become completely eclipsed.

33. To the contrary, the learned senior counsel for the respondent-Corporation has placed reliance upon the judgments rendered by the Apex



Court in (i) ***Padia Timber Co. Ltd. versus Board of Trustees of Vishakhapatnam*** reported in ***2021 AIR (SC) 341***, (ii) ***Delhi Development Authority versus Pushpendra Kumar Jain*** reported in ***1995 AIR (SC) 1***, (iii) ***Greater Mohali Area Development Authority versus Manju Jain*** reported in ***2010 AIR (SC) 3817***, (iv) ***Paradise Printers versus U.T.Chandigarh***, reported in ***1998 AIR (SC) 354***, (v) ***Mosmmat Bibi Sayeeda versus State of Bihar***, reported in ***1996 AIR (SC) 1936***, (vi) ***BALCO Employees Union (Retd.) versus Union of India***, reported in ***2002 (S) SCT 12*** and (vii) ***Union of India versus versus V.V.F. Ltd.***, reported in ***AIR 2020 Supreme Court 2954***. The relevant paragraphs of the said judgments become extracted hereinafter.

(i) Padia Timber Co. Ltd. versus Board of Trustees of Vishakhapatnam, reported in 2021 AIR (SC) 341.

“The High Court also overlooked Section 7 of the Contract Act. Both the Trial Court and the High Court over-looked the main point that, in the response to the tender floated by the Respondent-Port Trust, the Appellant had submitted its offer conditionally subject to inspection being held at the Depot of the Appellant. This condition was not accepted by the Respondent-Port Trust unconditionally. The Respondent-Port Trust agreed to inspection at the Depot of the Appellant, but imposed a further condition that the goods would be finally inspected at the showroom of the Respondent-Port Trust. This Condition was not accepted by the Appellant. It could not, therefore, be said that there was a concluded contract. There being no concluded contract, there could be no question of any breach on the part of the Appellant or of damages or any risk purchase at the cost of the Appellant. The earnest deposit of the Appellant is liable to be refunded.”

(ii) Delhi Development Authority versus Pushpendra Kumar Jain reported in 1995 AIR (SC) 1.

“8. Now coming to the other ground, we are unable to find any legal basis for holding that the respondent obtained a vested right to allotment on the drawl of lots. Since D.D.A. is a public authority and because the number of applicants are always more than the number of flats available, the system of drawing of lots is being resorted to with a view to identify the allottee. It is only a mode, a



method, a process to identify the allottee, i.e., it is a process of selection. it is not allotment by itself. Mere identification or selection of the allottee does not clothe the person selected with a legal right to allotment at the price prevailing on the date of drawl of lots. The scheme evolved by the appellant does not say so either expressly or by necessary implication. On the contrary, clause (14) thereof says that "the estimated prices mentioned in the brochure are illustrative and are subject to revision/modification depending upon the exigencies of layout, cost of construction etc." It may be noted that registration of applicants under the said scheme opened on September 1, 1979 and closed on September 30, 1979. About, 1,70,000 persons applied. Flats were being constructed in a continuous process and lots were being drawn from time to time for a given number of flats ready for allotment. Clause(14) of the Scheme has to be understood in this context - the steady rise in the cost of construction and of land.No provision of law also could be brought to our notice in support of the proposition that mere drawl of lots vests an indefeasible right in the allottee for allotment at the price obtaining on the date of drawl of lots. In our opinion, since the right to flat arises only on the communication of the letter of allotment, the price or rates prevailing on the date of such communication is applicable, unless otherwise provided in the Scheme. If in case the respondent is not willing to take or accept the allotment at such rate, it is always open to him to decline the allotment. We see no unfairness in the above procedure."

(iii) Greater Mohali Area Development Authority versus Manju Jain reported in **2010 AIR (SC) 3817**.

"22. Mere draw of lots/allocation letter does not confer any right to allotment. The system of draw of lots is being resorted to with a view to identify the prospective allottee. It s only a mode, a method, a process to identify the allottee i.e. the process of selection. It is not an allotment by itself. Mere identification or selection of the allottee does not clothe the person selected with a legal right to allotment."

(iv) Paradise Printers versus U.T.Chandigarh, reported in **1998 AIR (SC) 354**

"10. The next step in the argument was that the Estate Officer ought to have allotted the sites upon the receipt of applications of the appellants. The reliance was placed and emphasis was put on the word "shall" used in sub-rule (3) of Rule 8. Sub-rule (3) of R. 8 provides that when 10 per cent of the premium has been tendered, the Estate Officer shall, subject to such directions as may be issued by the Chief Administrator in that behalf, allot a site of the size applied for. We do not think that there is much force in this contention also. Generally the use of the word "shall" prima facie indicates that the particular provisions is imperative. But that is not



always so. The meaning to be given to a word depends upon the context in which it is used. The word takes the colour depending upon the context. We must ask what does the word mean in its context ? We must examine why the Rule making authority has chosen that word. After examining the purpose and scope of the rule, we must give such meaning as to render the rule workable in a fair manner. We must give that meaning which would promote the purpose and object of the rule. When there is a choice of meanings, there is a presumption that one which produces an unjust or inconvenient result was not intended. Let us now take a brief look at R. 8. If sub-rule (3) of R. 8 is construed as mandatory, then every person who applies for a site with earnest money must be allotted a site. That means the administration must receive only equal number of applications as there are sites available for allotment. That would be impracticable. The administration cannot restrict the number of applications to be received when the public are notified. Secondly, the sites are required to be disposed of by auction or allotment. If it is by allotment, it should be after considering all applications. The sites cannot be allotted by private arrangement. All the applications received must be considered and if there are more applications than the available sites, some reasonable procedure should be adopted for consideration and elimination. In our opinion, the right of every applicant under sub-rule (3) of R. 8 is only the right to have his application considered. The acceptance of application does not create a right for allotment of a site. The word "shall" used in sub-rule (3) must, therefore, be considered as not mandatory. The imperative meaning would defeat the purpose of the rule."

(v) Mosmmat Bibi Sayeeda versus State of Bihar, reported in 1996 AIR (SC) 1936

*"17. The word "vested" is defined in Black's Law Dictionary (6th Edn.) at page 1563 as "Vested. Fixed; accrued; settled; absolute; complete. Having the character or given the rights of absolute ownership; not contingent; not subject to be defeated by a condition precedent". Rights are "vested" when right to enjoyment, present or prospective, has become property of some particular person or persons as present interest; mere expectancy of future benefits, or contingent interest in property founded on anticipated continuance of existing laws, does not constitute vested rights. In Webster's Comprehensive Dictionary, [International Edn.] at page 1397 "vested" is defined as "[L] law held by a tenure subject to no contingency; complete, established by law as a permanent right; vested interest". In **State of West Bengal v. Suburban Agriculture Dairy and Fisheries Pvt. Ltd. (1993)4 Supp. (3) SCC 674** the question was whether after the abolition of the estate under the West Bengal Estates Acquisition Act 1953 the fishery right of the intermediary was saved by that Act ? A Bench of three Judges had in*



paragraph 9 and 11 that the pre-existing rights of the intermediary in the estate to which the declaration applied, shall stand vested in the State free from all encumbrances. Sections 6 does not have the effect of divesting the State of the vested right. title and interest of the intermediary. One of the rights is the right to take possession of the land held by the intermediary. The Section excluded the operation of Sections 4 and 5, viz., the interest of the respondent to retain khas possession was saved subject to his making the application in the prescribed form. It was held that the fishery rights stood vested in the State.”

(vi) BALCO Employees Union (Retd.) versus Union of India, reported in 2002 (S) SCT 12.

46. It is evident from the above that it is neither within the domain of the Courts nor the scope of the judicial review to embark upon an enquiry as to whether a particular public policy is the wise or whether better public policy can be evolved. Nor are our Courts inclined to strike down a policy at the behest of a petitioner merely because it has been urged that a different policy would have been fairer or wiser or more scientific or more logical.”

(vii) Union of India versus V.V.F. Ltd., reported in AIR 2020 Supreme Court 2954.

11. While considering the aforesaid questions and before considering the nature of the subsequent notification of 2008, few decisions of this Court on retrospectivity/clarificatory/applicability of promissory estoppel in the fiscal statute are required to be referred to, which are as under:

11.1 In the case of Kasinka Trading (supra), in paragraphs 12, 20 and 23, it is observed and held as follows:

"12. It has been settled by this Court that the doctrine of promissory estoppel is applicable against the Government also particularly where it is necessary to prevent fraud or manifest injustice. The doctrine, however, cannot be pressed into aid to compel the Government or the public authority "to carry out a representation or promise which is contrary to law or which was outside the authority or power of the officer of the Government or of the public authority to make". There is preponderance of judicial opinion that to invoke the doctrine of promissory estoppel clear, sound and positive foundation must be laid in the petition itself by the party invoking the doctrine and that bald expressions, without any supporting material, to the effect that the doctrine is attracted because the party invoking the doctrine has altered its position relying on the assurance of the Government would not be sufficient to press into aid the doctrine. In our opinion, the doctrine of promissory estoppel cannot be invoked in the abstract and the courts are



bound to consider all aspects including the results sought to be achieved and the public good at large, because while considering the applicability of the doctrine, the courts have to do equity and the fundamental principles of equity must for ever be present to the mind of the court, while considering the applicability of the doctrine. The doctrine must yield when the equity so demands if it can be shown having regard to the facts and circumstances of the case that it would be inequitable to hold the Government or the public authority to its promise, assurance or representation.

*20. The facts of the appeals before us are not analogous to the facts in Indo-Afghan Agencies [(1968) 2 SCR 366 : AIR 1968 Supreme Court 718] or M.P. Sugar Mills [(1979) 2 SCC 409 : 1979 SCC (Tax) 144 : (1979) 2 SCR 641]. In the first case the petitioner therein had acted upon the unequivocal promises held out to it and exported goods on the specific assurance given to it and it was in that fact situation that it was held that Textile Commissioner who had enunciated the scheme was bound by the assurance thereof and obliged to carry out the promise made thereunder. As already noticed, in the present batch of cases neither the notification is of an executive character nor does it represent a scheme designed to achieve a particular purpose. It was a notification issued in public interest and again withdrawn in public interest. So far as the second case (**M.P. Sugar Mills case [(1979) 2 SCC 409 : 1979 SCC (Tax) 144 : (1979) 2 SCR 641]**) is concerned the facts were totally different. In the correspondence exchanged between the State and the petitioners therein it was held out to the petitioners that the industry would be exempted from sales tax for a particular number of initial years but when the State sought to levy the sales tax it was held by this Court that it was precluded from doing so because of the categorical representation made by it to the petitioners through letters in writing, who had relied upon the same and set up the industry.*

23. The appellants appear to be under the impression that even if, in the altered market conditions the continuance of the exemption may not have been justified, yet, Government was bound to continue it to give extra profit to them. That certainly was not the object with which the notification had been issued. The withdrawal of exemption "in public interest" is a matter of policy and the courts would not bind the Government to its policy decisions for all times to come, irrespective of the satisfaction of the Government that a change in the policy was necessary in the "public interest". The courts, do not interfere with the fiscal policy where the Government acts in "public interest" and neither any fraud or lack of bona fides is alleged much less established. The Government has to be left free to



determine the priorities in the matter of utilisation of finances and to act in the public interest while issuing or modifying or withdrawing an exemption notification under Section 25(1) of the Act."

Thus, it can be seen that this Court has specifically and clearly held that the doctrine of promissory estoppel cannot be invoked in the abstract and the courts are bound to consider all aspects including the objective to be achieved and the public good at large. It has been held that while considering the applicability of the doctrine, the courts have to do equity and the fundamental principles of equity must forever be present to the mind of the court, while considering the applicability of the doctrine. It is further held that the doctrine must yield when the equity so demands if it can be shown having regard to the facts and circumstances of the case that it would be inequitable to hold the Government or the public authority to its promise, assurance or representation. It is further held that an exemption notification does not make items which are subject to levy of customs duty etc. as items not leviable to such duty. It only suspends the levy and collection of customs duty, etc., wholly or partially and subject to such conditions as may be laid down in the notification by the Government in "public interest". Such an exemption by its very nature is susceptible of being revoked or modified or subjected to other conditions. The supersession or revocation of an exemption notification in the "public interest" is an exercise of the statutory power of the State under the law itself. It has been further held that under the General Clauses Act an authority which has the power to issue a notification has the undoubted power to rescind or modify the notification in a like manner. It has been observed that the withdrawal of exemption "in public interest" is a matter of policy and the courts would not bind the Government to its policy decisions for all times to come, irrespective of the satisfaction of the Government that a change in the policy was necessary in the "public interest". It has been held that where the Government acts in "public interest" and neither any fraud or lack of bonafides is alleged, much less established, it would not be appropriate for the court to interfere with the same.

11.2 In the case of Shrijee Sales Corporation (supra), it is observed and held that the principle of promissory estoppel may be applicable against the Government. But the determination of applicability of promissory estoppel against public authority/Government hinges upon balance of equity or "public interest". In case there is a supervening public interest, the Government would be allowed to change its stand; it would then be able to withdraw from representation made by it which induced persons to take certain steps which may have gone adverse to the interest of such persons on account of such withdrawal. Once public interest is accepted as the superior equity which can override



individual equity, the aforesaid principle should be applicable even in cases where a period has been indicated for operation of the promise.

11.3 In the case of Shree Durga Oil Mills (supra), it has been held that when the withdrawal of exemption is in public interest, the public interest must override any consideration of private loss or gain. In the said case, the change in policy and withdrawal of the exemption on the ground of severe resource crunch have been found to be a valid ground and to be in public interest.

11.4 In the case of Mahaveer Oil Industries (supra), after considering the decision of this Court in the case of Kasinka Trading (supra), a similar view has been taken and it has been observed that public interest requires that the State be held bound by the promise held out by it in such a situation. But this does not preclude the State from withdrawing the benefit prospectively even during the period of the Scheme, if public interest so requires. Even in a case where a party has acted on the promise, if there is any supervening public interest which requires that the benefit be withdrawn or the scheme be modified, that supervening public interest would prevail over any promissory estoppel.

11.5. In the case of Shree Sidhballi Steels Ltd. (supra), in paragraphs 32 and 33, it has been observed and held as follows:

"32. The doctrine of promissory estoppel is by now well recognised and well defined by a catena of decisions of this Court. Where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract as required by Article 229 of the Constitution. The rule of promissory estoppel being an equitable doctrine has to be moulded to suit the particular situation. It is not a hard-and-fast rule but an elastic one, the objective of which is to do justice between the parties and to extend an equitable treatment to them. This doctrine is a principle evolved by equity, to avoid injustice and though commonly named promissory estoppel, it is neither in the realm of contract nor in the realm of estoppel. For application of the doctrine of promissory estoppel the promisee must establish that he suffered in detriment or altered his position by reliance on the promise.

33. Normally, the doctrine of promissory estoppel is being applied against the Government and defence based on executive necessity would not be accepted by the court. However, if it can



be shown by the Government that having regard to the facts as they have subsequently transpired, it would be inequitable to hold the Government to the promise made by it, the court would not raise an equity in favour of the promisee and enforce the promise against the Government. Where public interest warrants, the principles of promissory estoppel cannot be invoked. The Government can change the policy in public interest. However, it is well settled that taking cue from this doctrine, the authority cannot be compelled to do something which is not allowed by law or prohibited by law. There is no promissory estoppel against the settled proposition of law. Doctrine of promissory estoppel cannot be invoked for enforcement of a promise made contrary to law, because none can be compelled to act against the statute. Thus, the Government or public authority cannot be compelled to make a provision which is contrary to law."

Thus, as held by this Court, when the public interest warrants, the principles of promissory estoppel cannot be invoked.

It is further held that the rule of promissory estoppel being an equitable doctrine has to be moulded to suit the particular situation. It is not a hard-and-fast rule but an elastic one, the objective of which is to do Justice between the parties and to extend an equitable treatment to them."

34. Furthermore, before applying the hereinabove principles, as carried in the judgments (supra), this Court is required to bear in mind certain uncontroverted facts which have emerged to the forefront. The said facts are that the petitioners in the writ petitions (supra) in response to the advertisement, contents whereof become extracted hereinabove, though participated in the draw of lots, and, also did achieve success. However, they yet contend that the reserve price, as mentioned in the advertisement was impermissibly altered, wherebys they contend, that since therebys the promise made in the advertisement, thus became untenably reneged, as such there is no immunity to the respondents vis-a-vis the doctrine of promissory estoppel.

35. However, yet the relevant fact whereons the said principle can become well grounded, and, which requires being incisively deliberated



upon, is that, prior to the petitioners participating in the said draw of lots, theirs receiving the apposite letter(s). Now since in the said letter(s), a communication was made to the petitioners that the reserve price, as detailed in the advertisement being enhanced from Rs. 6,000/- per square yard to Rs. 10,000/- per square yard, whereafter there is a further intimation to the petitioners that in case they do not agree with the said re-offer to the initial offer, as made in the advertisement, therebys they can seek refund of the earnest money, as became furnished by them.

36. Essentially, when therebys there was a clear intimation to the petitioners, and, that too prior to theirs participating in the draw of lots, that a novated condition appertaining to the reserve price coming into existence, and, in case they do not accept the novated condition, for theirs participating in the draw of lots, therebys it was open to them to seek refund of the earnest money, as became furnished by them.

37. Therefore, if ultimately the said novated condition from the one, as was detailed in the said advertisement, did become accepted by the petitioners, through theirs yet choosing to participate in the draw of lots, therebys they are deemed to be accepting the said novated condition. As such, the petitioners cannot contend that therebys they are entitled to seek allotment of plots being made at the very same reserve price, as was mentioned in the subject advertisement. Resultantly therebys also they are also not covered within the well meaning of the doctrine of promissory estoppel. Conspicuously when after the acceptance by the present petitioners of the novated condition, therebys thus an inchoate contract came into existence, wherebys the same is not required to be enforced, as the



thereunders cast obligation upon the present petitioner remaining undischarged by them. Contrarily, the respondents can seek immunity from application against them of the doctrine of promissory estoppel, as they have candidly demonstrated their bonafides, besides have well novated the subject advertised condition. Therefore, the participations made by the petitioners in the draw of lots, but with the novated condition, rather not becoming complied with, as such, the petitioners do not have any right whatsoever to seek the allotment of plots in their favour, and, at the very same reserve price. Moreover when, neither the possession of the plots became delivered to the petitioners, nor any construction activity has been undertaken on the said plots.

38. Consequently, *CWP Nos. 13573-2019, 14573-2019, 15607-2019, 15633-2019, 16033-2019, 16250-2019, 22270-2019, 824-2020 and 1942-2020*, are also dismissed.

Final order

39. In aftermath, this Court finds no merit in all the petitions (supra), and, is constrained to dismiss them. Consequently, all the petitions (supra) are dismissed.

40. The pending application(s), if any, also stand(s) disposed of.

**(SURESHWAR THAKUR)
JUDGE**

**(VIKAS SURI)
JUDGE**

**February 20th, 2025
Gurpreet**

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