



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment reserved on: 30.01.2025

Judgment delivered on: 25.02.2025

+ W.P. (C) 994/2023, CM APPL. 3881/2023, CM APPL. 63201/2023 & CM APPL. 73185/2024

OZAR HOMES LLP (THROUGH ITS PARTNER MR NITIN KUMAR LILA)

.....Petitioner

versus

DELHI DEVELOPMENT AUTHORITY AND ANR.Respondent

Memo of Appearance

For the Petitioner: Mr. Ashwani Kumar, Ms. Iti Sharma and Mr. Aryan Jha, Advocates.

For the Respondent: Ms. Mrinalini Sen, Standing Counsel with Ms. Gauri Shyam and Ms. Pooja Kapur, Advocates for DDA

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT

MANOJ JAIN, J

1. Issue raised in the present writ petition is a very short one and it needs to be seen whether a Highest bidder can, as a matter of right, seek to have auction clinched in its favour.
2. Petitioner is aggrieved by the decision taken by the DDA whereby, its bid for *plot in question*¹ has not been accepted.
3. DDA had come up with an e-auction.
4. Four Group Housing Plots were on offer on *as is where is basis*.
5. As per NIT², reserve price for the *plot in question* was Rs. 95,86,94,400/-, calculated as per the circle rate of Rs. 70,080/- per square metre.

¹ Pocket-2 (c), Block-B, Sector-32, Rohini, Delhi measuring 13680 sq. mtr. having Plot ID No. 1248

² Notice Inviting Tender



6. The petitioner firm offered bid of Rs. 1,35,61,94,400/- for the *plot in question*. It was higher than the reserve price.
7. There were six bidders in all and the bid of the petitioner was found to be the highest one.
8. The grievance is that despite being the highest bidder, neither the *plot in question* has been allotted nor any *Letter of Intent* (LoI) has been issued to the petitioner.
9. So much so, its Earnest Money Deposit (EMD) has also been refunded, without assigning any reason.
10. Petitioner, however, also stated in the petition that it came to know that its bid had not been accepted for difference of per square metre (m²) price between the *plot in question* and one *adjacent plot*.
11. During the course of pendency of the present writ petition, when the petitioner learnt that his bid had been rejected in terms of Minutes of Meeting of *Threshold Committee*, it claimed that their firm was neither communicated anything in this regard nor such decision was sustainable. It also needs to be highlighted right here that during the pendency of present writ petition, the petitioner had submitted fresh representation, challenging such rejection of bid. However, DDA, *vide* communication dated 20.09.2023, informed the petitioner that such representation had been examined by Vice-Chairman, DDA and considering all the facts, its request to review the decision of the *Threshold Committee* could not be acceded to.
12. Learned counsel for petitioner does not dispute about the terms & conditions mentioned in NIT but submits that the rejection was arbitrary and without any rationale. It is argued that, even otherwise, DDA seemed to have applied one other policy which does not even stand attracted. Moreover,



since the petitioner had crossed the *benchmark*, the matter could not have even been referred to *Threshold Committee*. It is also contended that price comparison was neither required nor justifiable, particularly keeping in mind the key differences *qua* size and location of *plot in question* and *adjacent plot*. Reliance has been placed upon *Subodh Kumar Singh Rathour Vs. Chief Executive Officer and Others*³ and *Aman Hospitality Pvt. Ltd. Vs. Delhi Development Authority*.⁴

13. The above contentions have been controverted by learned counsel for respondent-DDA who submits that as per specific terms and conditions of the tender document, DDA had unfettered right to reject any bid, including the highest bid. It is contended that as per the stipulated terms of tender, the confirmation of the highest bid was subject to the sole discretion of *Vice Chairman, DDA* who does not bind himself to confirm the highest bid and reserves right to reject, all or any of the bid, without even assigning any reason. She submits that in the present case, rather, a conscious and reasoned decision had been taken after comparing the bid offered for adjacent plot, situated in the same sector and, therefore, there cannot be said to be any arbitrariness in the decision in question. It is stressed that merely because the petitioner was the highest bidder, it does not acquire any vested right and DDA, as a State, can always act in furtherance of protecting its financial interest.

14. Learned counsel for DDA has strongly relied upon *Sushil Kumar Jain Vs. Delhi Development Authority and Anr.*⁵ and *Shrenik Properties Pvt. Ltd.*

³ 2024 SCC OnLine SC 1682

⁴ 2006 SCC OnLine Del 1634

⁵ Judgment dated 04.08.2023 of Delhi High Court in W.P. (C) 10304/2023



*Vs. Delhi Development Authority and Another.*⁶

15. In order to comprehend and appreciate the rival contentions appropriately, it would be useful to, first, take note of the relevant terms and conditions of NIT and also to refer to the aforesaid policy which mandates constitution of *Threshold Committee*.

16. Clauses 2.4.1, 2.4.2 and 2.6 of NIT read as under:-

“2.4.1 The accepting officer, subject to confirmation of the VC, DDA, normally accept the highest Bid for a plot, provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.

2.4.2 The confirmation of the highest Bid shall be in the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the bid without assigning any reasons. Any Bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.”

2.6 Right to reject bid

i) Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.

ii) The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason.

iii) The EMD paid by the bidders, whose bids are not accepted by the Competent Authority, shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders generally within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.

(emphasis supplied)”

17. DDA also has a policy⁷ for streamlining and processing of bids. DDA, on the basis of large variations in the bids, had taken a decision to process

⁶ 2019 SCC OnLine Del 10562

⁷ F1 (Misc) E-Auction/2019/349 dated 28.06.2019



and evaluate such bids. Thus, the policy was made in order to decimate such anomaly of large variations. The manner of examination of bids and the methodology of calculation of threshold values has been prescribed in the aforesaid policy.

18. Such policy provides that during an E-Auction process, as well as after closing of E-Auction, DDA shall examine the bids as per table below:-

Condition	Sub-condition	Action to be undertaken by the Department
Single Bidder Registers for a plot	First time Auction	Plot to be withdrawn from the Auction process and put for second time Auction
	Second time Auction	Allow the Auction to be continued.
Multiple Bidder register But Single Bid Received in respect of a plot	First time Auction	Reject the Bid if it is below threshold. Accept if H1 is above the threshold. (See methodology for calculation of Threshold below).
	Second time Auction	Refer to the Committee for decision if bid is below or equal to the threshold. Accept if H1 is above the threshold.
Multiple Bids received	H1 Price below or equal to threshold	Refer to the Committee for decision.
	H1 Price above threshold	Accept the Bid

19. The present case pertains to an auction for which multiple bids had been received and according to learned counsel for the petitioner, since H1 price for the bid offered by him was above the threshold, the matter could not have been referred to *Threshold Committee* and there was no option but to accept the bid.

20. Such contention, being fallacious, is not sustainable.

21. 'Reserve price' and 'threshold value' would be two distinct terms in the present context.

22. Reserve price is, generally, calculated after keeping in mind various aspects, including the market value, location, size etc. It can also draw some support from minutes of any previously constituted *Threshold Committee*. Such reserve price is then specified in the tender document. It acts as base



price. However, after the bids are received, these can still be evaluated as per NIT and the auctioneer can assess the 'market trend' by looking into the rates offered for other plots of the same locality, in the same very auction. Such comparison can then lead them to gauge the potential value thereof and then to assess whether H1 should be accepted or not. Such potential value i.e. threshold value is, thus, manifestly diverse from reserve price.

23. If no bidder matches or crosses the base price, the auctions process, virtually, stands frustrated.

24. However, if bids are higher than base price/reserve price, the question is whether an auctioneer is rendered completely powerless, thereby left with no option but to accept such bid?

25. Answer is 'no', particularly in view of the specific terms of NIT.

26. These terms, which have already been extracted above, very clearly, indicate that no highest bidder can claim, as a matter of right, that his bid has to be necessarily accepted.

27. Clause 2.4.1 also stipulates that the highest Bid has to be not *only above the reserve price but should be competitive enough to reflect the market value of the plot auctioned for.*

28. Thus, the stipulation is two-fold.

29. Firstly, such bid has to be above reserve price.

30. Petitioner meets such first condition.

31. Secondly and more importantly, it should be competitive enough to reflect the market trend.

32. Unfortunately, the petitioner has not been able to cross this second hurdle.

33. DDA, and rightly so, considered the bids offered for *adjacent plot*



situated in same area in the same auction and came to conclusion that the bid of the petitioner was not reflecting market trend.

34. Four plots of same block of same sector were proposed to be auctioned. These were though of varying sizes from 6258 m² to 13680 m² but these all were having reserve price calculated in identical manner i.e. @ Rs. 70,080 per m².

35. The plot in question is of size 13680 m² and as per bid offered by the petitioner, his bid reflected rate as Rs. 99,137 m², which was above the reserve price based on Rs. 70,080 per m².

36. However, with respect to one other plot⁸ which was on auction in the same block, the highest bid reflected rate as Rs. 1,23,546.13 m² which is significantly higher than bid of petitioner @ Rs. 99,137 m². Calculated at said rate of Rs. 1,23,546.13 m², the plot in question could have bagged Rs. 169 crores approximately.

37. The above difference could not have been be disregarded or sidelined, indifferently and casually.

38. It was said variance which compelled DDA to reject the bid of the petitioner and said plot was directed to be placed in upcoming e-auction.

39. This Court does not find any irrationality or arbitrariness in such approach of DDA.

40. This Court also does not see any requirement of doing any further calculation in the matter to assess exact threshold value.

41. The above comparison is well-founded, irrespective of any policy.

42. As noted, the tender document itself indicates that bid should also be reflective of market trend. Even if the policy is kept aside for a moment,

⁸ plot ID 1243 measuring 7530 m²



even as per NIT, DDA can always consider whether such highest bid is competitive enough to reflect the market value of the plot in question.

43. There is nothing wrong if such exercise was done by a *threshold committee* when task of such committee is cut-out. It can do such comparison during and after closing of e-auction.

44. Moreover, when the petitioner was informed that its bid was highest, it was, in no uncertain terms, *clarified in such e-mail communication that such communication may not be taken as acceptance of Bid by the Auction Inviting Authority and that the same was subject to Approval by the Competent Authority.*

45. Therefore, visibly, no contract even stood made out or fructified.

46. It may also be mentioned that the petitioner was highest bidder with respect to one other plot as well and its such bid was also rejected by the same committee as the bid was not found to be competitive enough. Curiously, such rejection has not even been challenged by the petitioner.

47. Petitioner has relied upon *Aman Hospitality Pvt. Ltd. (supra)*. In that case, the highest bid given by the concerned bidder for a Hotel Plot was not approved by the competent authority and the Member (Finance) had opined that bid price appeared to be on lower side in comparison to other shopping/office plots and, accordingly, re-auction of the plot was advised. Petitioner challenged the aforesaid decision claiming that the rejection was illegal, arbitrary and without application of mind. In that case, re-auction did take place but no bidder came forward and it was in the aforesaid backdrop that the petitioner had challenged the rejection of his bid with respect to hotel plot. This Court came to the conclusion that decision suffered from the vices, irrationality and lack of credibility on account of



unwarranted comparison. It noted that there were wide disparities and dissimilarities with respect to the plot in question which was meant for a hotel and such hotel plot (having size of 20,000 square meters) could not have been compared with a site of shopping/office complex (having very small i.e. plot of 66 sq. mt. to 121.50 meters.) Thus, holding that there was complete non-application of mind on the part of approving authority, the petition was allowed and DDA was directed to accept the bid of the petitioner. In the case in hand, there is no such arbitrariness as both the plots are meant for group housing purpose only and moreover, there is no such huge difference in their sizes either.

48. There is no doubt that in a matter of tender or contract, action of State can be challenged by filing a writ seeking judicial review and if there is any arbitrariness or non-application of mind, such decision can be challenged by filing a writ petition. To that extent, there cannot be any dispute with respect to the observations appearing in Para-56 of *Subodh Kumar Singh Rathore* (supra). In context of public tenders, it was also observed by Hon'ble Supreme Court as under:-

“125. Public tenders are designed to provide a level playing field for all potential bidders, fostering an environment where competition thrives, and the best value is obtained for public funds. The integrity of this process ensures that public projects and services are delivered efficiently and effectively, benefiting society at large. The principles of transparency and fairness embedded in public tender processes also help to prevent corruption and misuse of public resources. In this regard we may refer to the observations made by this Court in Nagar Nigam v. Al. Farheem Meat Exporters Pvt. Ltd. reported in (2006) 13 SCC 382, which reads as under:—

“16. The law is well settled that contracts by the State, its corporations, instrumentalities and agencies must be normally granted through public auction/public tender by inviting tenders from eligible persons and the notification of the public auction



or inviting tenders should be advertised in well-known dailies having wide circulation in the locality with all relevant details such as date, time and place of auction, subject-matter of auction, technical specifications, estimated cost, earnest money deposit, etc. The award of government contracts through public auction/public tender is to ensure transparency in the public procurement, to maximise economy and efficiency in government procurement, to promote healthy competition among the tenderers, to provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference and corrupt practices by the authorities concerned. This is required by Article 14 of the Constitution.”

(Emphasis supplied)

126. *The sanctity of public tenders lies in their role in upholding the principles of equal opportunity and fairness. Once a contract has come into existence through a valid tendering process, its termination must adhere strictly to the terms of the contract, with the executive powers to be exercised only in exceptional cases by the public authorities and that too in loathe. The courts are duty bound to zealously protect the sanctity of any tender that has been duly conducted and concluded by ensuring that the larger public interest of upholding bindingness of contracts are not sidelined by a capricious or arbitrary exercise of power by the State. It is the duty of the courts to interfere in contractual matters that have fallen prey to an arbitrary action of the authorities in the guise of technical faults, policy change or public interest etc.*

127. *The sanctity of contracts is a fundamental principle that underpins the stability and predictability of legal and commercial relationships. When public authorities enter into contracts, they create legitimate expectations that the State will honour its obligations. Arbitrary or unreasonable terminations undermine these expectations and erode the trust of private players from the public procurement processes and tenders. Once a contract is entered, there is a legitimate expectation, that the obligations arising from the contract will be honoured and that the rights arising from it will not be arbitrarily divested except for a breach or non-compliance of the terms agreed thereunder. In this regard we may make a reference to the decision of this Court in Sivanandan C.T. v. High Court of Kerala reported in (2024) 3 SCC 799 wherein it was held that a promise made by a public authority will give rise to a legitimate expectation that it will adhere to its assurances. The relevant portion reads as under:—*

“18. The basis of the doctrine of legitimate expectation in public law is founded on the principles of fairness and non-



arbitrariness in Government dealings with individuals. It recognises that a public authority's promise or past conduct will give rise to a legitimate expectation. The doctrine is premised on the notion that public authorities, while performing their public duties, ought to honour their promises or past practices. The legitimacy of an expectation can be inferred if it is rooted in law, custom, or established procedure

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45. The underlying basis for the application of the doctrine of legitimate expectation has expanded and evolved to include the principles of good administration. Since citizens repose their trust in the State, the actions and policies of the State give rise to legitimate expectations that the State will adhere to its assurance or past practice by acting in a consistent, transparent, and predictable manner. The principles of good administration require that the decisions of public authorities must withstand the test of consistency, transparency, and predictability to avoid being regarded as arbitrary and therefore violative of Article 4.”

(Emphasis supplied)

128. Cancellation of a contract deprives a person of his very valuable rights and is a very drastic step, often due to significant investments having already been made by the parties involved during the subsistence of the contract. Failure on the part of the courts to zealously protect the binding nature of a lawful and valid tender, would erode public faith in contracts and tenders. Arbitrary terminations of contract create uncertainty and unpredictability, thereby discouraging public participation in the tendering process. When private parties perceive that their contractual rights can be easily trampled by the State, they would be dissuaded from participating in public procurement processes which may have a negative impact on such other public-private partnership ventures and ultimately it is the public who would have to bear the brunt thereby frustrating the very object of public interest.

129. We caution the public authorities to be circumspect in disturbing or wriggling out of its contractual obligations through means beyond the terms of the contract in exercise of their executive powers. We do not say for a moment that the State has no power to alter or cancel a contract that it has entered into. However, if the State deems it necessary to alter or cancel a contract on the ground of public interest or change in policy then such considerations must be bona-fide and should be earnestly reflected in



the decision-making process and also in the final decision itself. We say so because otherwise, it would have a very chilling effect as participating and winning a tender would tend to be viewed as a situation worse than losing one at the threshold.”

49. Here, there is nothing which may indicate that DDA had acted contrary or beyond the terms of NIT. There is nothing to show any arbitrariness either. It has also been referred in the aforesaid judgment that mere possibility of more money in public coffer would not, in itself, serve the public interest but at the same time, if claimed so, such authority is required to show the material or circumstances by which the public interest would be jeopardized. Here, DDA has made the comparison with respect to the plot situated in the same sector, which attracted better price and, therefore, it cannot be said that the decision of the DDA was actuated with malice or was arbitrary or was without application of mind.

50. Ms. Sen, learned counsel for DDA has relied upon *Sushil Kumar Jain (supra)* wherein also, the petitioner was aggrieved by the rejection of his bid despite the fact that he was the highest bidder. In that case also, the competent authority had arrived at a conclusion that the bid of the petitioner was not found competitive enough as it did not reflect true market value. Similar kind of terms & conditions were there in the *notice inviting tender (NIT)* of said auction and this Court observed that such clauses made it very clear that DDA has a right to accept or reject any or all the proposals without assigning any reason whatsoever. It observed that highest bidder was not vested with any equitable right to have an auction concluded in its favour.

Relevant Paras 9, 10 & 11 of said order are as under:-

“9. The Hon'ble Supreme Court of India in catena of judgments has held that the highest bidder is vested with no equitable right to have an auction



concluded in its favour. In the case of HUDA vs. Orchid Infrastructure Developers (P) Ltd, (2017) 4 SCC 24, in Paragraph 13 has held as under:

“13. It is a settled law that the highest bidder has no vested right to have the auction concluded in his favour. The Government or its authority could validly retain power to accept or reject the highest bid in the interest of public revenue. We are of the considered opinion that there was no right acquired and no vested right accrued in favour of the plaintiff merely because his bid amount was highest and had deposited 10% of the bid amount. As per Regulation 6(2) of the 1978 Regulations, allotment letter has to be issued on acceptance of the bid by the Chief Administrator and within 30 days thereof, the successful bidder has to deposit another 15% of the bid amount. In the instant case, allotment letter has never been issued to the petitioner as per Regulation 6(2) in view of non-acceptance of the bid. Thus, there was no concluded contract. Regulation 6 of the 1978 Regulations is extracted hereunder:

"6. Sale of lease of land or building by auction.—

(1) In the case of sale or lease by auction, the price/premium to be charged shall be such reserve price/premium as may be determined taking into consideration the various factors as indicated in sub-regulation (1) of Regulation 4 or any higher amount determined as a result of bidding in open auction.

(2) 10 per cent of the highest bid shall be paid on the spot by the highest bidder in cash or by means of a demand draft in the manner specified in sub-regulation (2) of Regulation 5. The successful bidder shall be issued allotment letter in Form CC or C-II by registered post and another 15 per cent of the bid accepted shall be payable by the successful bidder, in the manner indicated, within thirty days of the date of allotment letter conveying acceptance of the bid by the Chief Administrator; failing which the 10 per cent amount already deposited shall stand forfeited to the authority and the successful bidder shall have no claim to the land or building auctioned.

(3) The payment of balance of the price/premium, rate of interest chargeable and the recovery of



interest shall be in the same manner as provided in sub-regulations (6) and (7) of Regulation 5.

(4) The general terms and conditions of the auction shall be such as may be framed by the Chief Administrator from time to time and announced to the public before auction on the spot." (Emphasis supplied)

10. The Hon'ble Supreme Court in the case of *Silppi Constructions Contractors vs. Union of India*, (2020) 16 SCC 489 in Paragraph No. 19 has held as under:

"19. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer." (Emphasis supplied)



11. In light of the aforesaid, once the DDA has arrived at a conclusion that the bid offered by the Petitioner was not competitive enough and does not reflect the market price, the DDA was justified in cancelling the entire auction.”

51. The above precedent is on all fours.

52. I shall not mince any words in observing that even where any NIT provides for rejection of bid of H1 without assigning any reason, a Writ Court can always see whether such order is sustainable or not.

53. Reason is not far to seek.

54. Any such body, discharging public function, is duty-bound to give reason.

55. Reason is soul of any decision or order.

56. No order can sustain judicial review, if it does not contain reason.

57. Fortunately, herein, the reason has been given and rejection is clearly based thereupon.

58. I may also refer to *PKF Sridhar and Santhanam vs. Airports Economic Regulatory Authority of India*⁹ wherein also, the petitioner was aggrieved as despite being lowest bidder for tender which related to providing of consultancy services for Airport, its bid was rejected. Learned Division Bench of this Court, while rejecting such petition, observed as under:-

“11.....When an authority invites a tender, it does not make an offer. It merely invites offers. The issuance of a tender is nothing more than an invitation to offer. The bidders make their offers in response to the tender (NIT), and the mere making of the offer in response to the tender, or emergence as the highest/lowest qualified bidder (as the case may be),

⁹ 2022 SCC OnLine Del 122



does not vest any enforceable right on such a bidder to be awarded the contract. The only right that such a bidder - and for that matter, all bidders have, is that their bids be considered in a reasonable and transparent manner, free from discrimination, arbitrariness and malafides.”

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14 No doubt, the tender-inviting authority cannot act arbitrarily or whimsically, or out of mala fides in the matter of awarding or cancelling the tendering process. Even the clause which stipulates that they may not assign reasons for not accepting any bid, or rejecting the bids, does not mean that they should not have any valid reasons to justify their conduct.

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20. From the above, it appears to us that the decision taken by the respondent in cancelling the tendering process in question, wherein the petitioner emerged as the L-1 bidder cannot be said to be unreasonable or arbitrary. The respondent could not be expected to accept high rates, which are not commensurate with the rates prevailing in the industry. Since, the respondent itself has invited the other tenders, and it is an organisation dealing with the aspect of fixation of tariffs for grant of airport services, the respondent is aware of the rates prevalent in the industry. The decision taken by the respondent, therefore, appears to be an informed decision and founded upon germane considerations.”

59. Herein also, situation is no different. The petitioner cannot challenge its rejection, more so when it is based on a specific condition specifically incorporated in NIT.

60. I may also refer to *Hari Singh Builders & Promoters Ltd Versus*



*D.D.A. & Anr.*¹⁰ In said case, the petitioner was found to be highest bidder. However, Vice Chairman, DDA rejected such highest bid and petitioner was informed by letter dated 19.03.2006. Aggrieved by such decision, petitioner filed a writ seeking mandamus claiming that its bid should have been confirmed or accepted/rejected within 15 days of the auction and that it was a case of deemed acceptance otherwise. It also claimed that there were discrepancies in market rates. DDA, whereas, claimed that bid was subject to final confirmation by Vice Chairman, DDA and decision of rejection was based on cogent reasons communicated to petitioner within reasonable time. Therein also, DDA found that the bid of petitioner was below the market rates. Accordingly, such decision was held neither arbitrary or irrational nor based on irrelevant consideration while also observing that decision of rejection of the highest bid, which was only marginally above the reserved price, was not open to judicial review.

61. Viewed thus, I do not find any merit in the present petition.

62. It stands dismissed.

63. No order as to costs.

MANOJ JAIN, J

February 25, 2025/hmj/dr

¹⁰ 2008 SCC OnLine Del 326