

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP No.10147 of 2025 (O&M)

ManishPetitioner
Versus
State of Haryana and othersRespondents

1.	Date when Order was reserved	16.03.2026
2.	Date of Pronouncement of Order	27.05.2026
3.	Date of uploading order	30.05.2026
4.	Whether operative part or full order is pronounced	FULL
5.	Delay, if any, in pronouncing of full order, and reasons thereof	Not Applicable

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA

Present: Mr. Sanjiv Gupta, Senior Advocate with
Mr. Anuj Gupta, Advocate,
for the petitioner.

Mr. Anant Kataria, DAG, Haryana.

Mr. Deepak Sabherwal, Advocate,
for the respondent-HSVP.

DEEPAK MANCHANDA, J.

1. Through the present writ petition, the petitioner has prayed for issuance of a direction for allotment of a plot in terms of the allotment letter dated 13.12.2022 (Annexure P-5), or in the alternative, for allotment of an alternative plot of equivalent size in the same vicinity/location at the same price.
2. The facts, as emanating from the pleadings in the present writ petition are that the petitioner was declared as a successful bidder in an e-auction conducted on 27.05.2022, pursuant to which a Letter of Intent (LOI) dated 18.07.2022 was issued, followed by an allotment letter dated

13.12.2022 (Annexure P-5). After that the possession of the plot was also offered to the petitioner. However, upon visiting the site, the petitioner discovered certain defects and found that construction had already been raised over the allotted plot by a third party. Thereafter, despite having paid 100% of the sale consideration of the plot, the petitioner approached the respondent-HSVP by way of complaints dated 02.10.2023 and 06.10.2023, wherein it had been averred that the respondent-HSVP has itself acknowledged vide letter dated 24.11.2023 (Annexure P-18), that the land comprising the allotted plot had not been acquired. However, instead of allotting either the said plot or an alternative plot, the respondent-HSVP proceeded to issue a letter cancelling the allotment and offering refund of the deposited amount in terms of the applicable policy (Annexure P-21). Aggrieved by the aforesaid impugned action, the petitioner has approached this Court by way of the present writ petition.

3. Learned Senior Counsel for the petitioner submits that the petitioner having been declared a successful bidder in the e-auction conducted on 27.05.2022, deposited 100% of the sale consideration of the plot, pursuant whereto an allotment letter dated 13.12.2022 along with an offer of possession was issued in his favour. However, despite the aforesaid fact, the actual allotment of the plot could not materialize as it was subsequently discovered that the land on which the plot had been carved out had never been acquired by HSVP and the said fact stands duly acknowledged by the respondent-authority vide letter dated 24.11.2023 (Annexure P-18).

4. It has been argued that the petitioner is not at fault in any manner, inasmuch as prior to conducting the auction of the site in question, the respondent-authority failed to undertake proper due diligence. The

dispute regarding non-acquisition of the land of the allotted plot was disclosed only after more than one and a half year from the date the petitioner had been declared a successful bidder in the e-auction held on 27.05.2022, despite the petitioner having already deposited the entire sale consideration.

5. Learned Senior Counsel further contends that the subsequent cancellation of the allotment and the offer of refund of the deposited amount are wholly arbitrary, discriminatory and contrary to the settled principles of law. In support of his submissions, reliance has been placed upon the judgments passed by this Court in *Parveen Sharan Versus Haryana Shehri Vikas Pradhikaran and another, CWP-18713-2024 decided on 28.03.2025* and *Vishal Kandwal Versus State of Haryana and others, CWP-14243-2024 decided on 16.10.2025*.

6. *Per contra*, learned counsel for respondent-HSVP submits that the prayer of the petitioner for allotment of an alternative plot has rightly been rejected and that the present petition is liable to be dismissed on the ground that the petitioner had agreed to the terms and conditions of the e-auction policy dated 20.05.2021. He further submits that as per Clause 39 thereof, in the event of inability to deliver possession of the allotted plot, the petitioner is only entitled to refund of the amount deposited along with interest @ 5.5% per annum till the date of delivery of possession.

7. He has further argued that the policy dated 06.08.2024, relied upon by learned Senior counsel for the petitioner with regard to exchange of plots, specifically provides that the said policy for exchange/allotment of alternative plots shall not apply to plots disposed of through e-auction. Therefore, once the petitioner had accepted the terms and conditions of allotment, he cannot now resile from the same. In support of his contentions,

learned counsel has relied upon the judgment passed by this Court in *Tamanna Babbar Versus State of Haryana and others, CWP-3314-2025, decided on 13.08.2025.*

8. We have heard learned counsel for the parties.

9. After perusing the entire material available on record, admittedly, the petitioner was declared as a successful bidder and had deposited the entire sale consideration of the plot, pursuant to which an allotment letter was also issued in his favour. Although possession of the plot was formally offered, actual physical possession of Plot No. 142-GP, Sector-77, Urban Estate, Faridabad could not be delivered, as the said allotted plot is on unacquired land. Undisputedly, this fact stands duly acknowledged and admitted by respondent-HSVP in its letter dated 24.11.2023 (Annexure P-18). The relevant extract of the letter dated 24.11.2023 is reproduced hereunder:

*“OFFICE OF THE ESTATE OFFICER, HSVP, SECTOR-12,
FARIDABAD*

Tel. 0129-2220691 E-Mail: eofbdHSVP12@gmail.com

To

*The Deputy Commissioner,
Faridabad*

Memo No. 8129-30 Dated: 24-11-23

*Subject: Request for alternate plot no exchange of Plot
No.142-GP Sector-77, Faridabad.*

*Ref: Your office Endst. No.4326 dated 24.11.2023 on the
above noted subject.*

*On the above noted subject, it is that
intimated that the above said plot was allotted to
the applicant Sh. Manish through e-auction and
Letter of Intent has been issued by this office on
dated 22.07.2021. Since the land of the allotted plot*

has not been acquired by the HSVP. Therefore the matter has been referred to the HSVP, Head Quarter vide this office Memo No.8024 dated 20.11.2023 alongwith all supporting documents for examination and decision in the matter.

This is for your kind information and necessary action please.

*Estate Officer,
HSVP, Faridabad.*

Endst. No.

Dated:-

A copy of the above is forwarded to Sh. Manish, House No.7, Ward No.11, Hathin, Palwal-121103 for information.

*Estate Officer,
HSVP, Faridabad.”*

10. Similarly, the factual position regarding allotment of the plot on unacquired land has also been admitted in the short reply dated 26.11.2025 filed on behalf of respondent-HSVP. A perusal of paragraph 7 of the said reply reveals that a letter bearing Memo No. 884-888 dated 07.03.2023 was issued by the DTP, Faridabad to the W/ADM, HSVP, Faridabad, with copies endorsed to the offices of W/CA, HSVP, Panchkula and LAO, Faridabad, wherein the DTP, Faridabad disclosed the factual position concerning the revenue record pertaining to Khasra No. 12//8/1, which stood affected due to tatima.

11. It was further admitted therein that the plot in question falls within the said Khasra No. 12//8/1 and that, upon receipt of complaints from the petitioner, the matter was referred to the SDE(S), HSVP, Faridabad for submission of a site report. In response thereto, it was reported that, as per the DTP letter bearing Memo No. 887 dated 07.03.2023, Plot No. 142-GP, Sector-77, Faridabad, allotted to the petitioner vide allotment letter dated

13.12.2022 (Annexure P-5), falls on unacquired land. Further, in paragraph 13 of the short reply, it has been stated that, with reference to the D.O. letter dated 02.02.2024, a communication was received from ACB, Faridabad Range, Faridabad vide Memo No. 693 dated 21.02.2024, requesting necessary action in the matter regarding allotment of an alternative plot of the same category and size in the same or adjoining sector. However, owing to the absence of any policy providing for allotment of an alternative plot to allottees of e-auction plots, the claim of the petitioner could not be accepted and the petitioner was advised to seek refund of the deposited amount by filing an appropriate application before respondent-HSVP through its portal.

12. Further, the contents of letter dated 26.12.2023 (Annexure P-21), available on record, reveal that a recommendation was made for cancellation of the plot in question along with refund of the deposited amount together with interest, in terms of the applicable policy. Thereafter, vide Annexure P-29, respondent HSVP itself recommended for allotment of the alternative plot to the petitioner. The relevant extract of the said letter is also reproduced hereunder :-

“As per record and report of SDE(S) HSVP Faridabad two number of plots i.e. plot no. 154 and plot no. 155 of 8 Marla Category for an area 200 sqm. of each of Sector plotsid plate available for allotment of alternate plot in lieu of disputed plot no. 142-GP Sector- 77 Faridabad.

As per the verbal conversation held with the applicant, the applicant expressed his desire to take the alternate plot instead of the refund of deposited amount.

Hence, the above said matter alongwith supporting documents is submitted to your goodself, so that necessary directions may be issued to this office, so that the compliance of directions given by Hon'ble Chief Minister cum- Chairman of Grievance committee may be done at the earliest. Moreover, it is also submitted that the report with regarding to point no. 3 has already been forwarded to your good office vide this office letter no. 8024 dated 20.11.2023.”

13. However, there is nothing on record to indicate whether the deposited amount was ever refunded to the petitioner, except the stand taken in para no.16 of the reply dated 5/7/2025, wherein claim of alternative plot is stated to be rejected and option was given to take refund of the amount. This clearly implies that till date the deposited amount has not been refunded, and the same continues to remain with respondent-HSVP.

14. We are in agreement with the submissions made by learned senior counsel for the petitioner that the petitioner is not at fault and is suffering solely on account of the inaction and lapses attributable to respondent-HSVP. The issue is also no longer res integra, inasmuch as this Court, in *Vishal Kandwal's case (supra)*, has already settled the legal position by holding that the reasons leading to cancellation were whimsical in nature and could have been avoided had due diligence been exercised prior to issuance of the advertisement. Further, the pleadings as well as the material placed before this Court clearly demonstrate lack of due diligence on the part of respondent-HSVP before advertising the original plots. In the absence of any bona fide reasons for the subsequent cancellation, the impugned action reflects abuse of discretion, arbitrariness and unreasonableness in the Wednesbury sense, where no public authority can be permitted to act unfairly or capriciously to the detriment of law-abiding citizens.

15. Moreover, in its letter dated 24.11.2023 (Annexure P-18) as well as in the short reply dated 26.11.2025, respondent-HSVP has itself admitted its mistake and lapse by acknowledging that Plot No. 142-GP, Sector-77, Urban Estate, Faridabad, offered to the petitioner, was found to be situated on unacquired land. The present situation has thus arisen solely on

account of lack of prior verification on the part of respondent-HSVP. Further, the stand taken by respondent-HSVP that there exists no provision under the e-auction policy for allotment of an alternative plot and that the petitioner, and the contention that having agreed to the terms and conditions thereof, the petitioner not entitled to such relief is not sustainable in law, inasmuch as the identical issue already stands adjudicated by this Court in ***Vishal Kandwal's case (supra)***. Further, insofar as the reliance placed by learned counsel for respondent-HSVP upon the judgment rendered by this Court in ***Tamanna Babbar's case (supra)*** is concerned, it may be noted that the said judgment has already been considered and dealt with in ***Vishal Kandwal's case (supra)***, wherein similar contentions raised on behalf of respondent-HSVP were duly examined and rejected. The relevant extract of said judgment is reproduced hereunder:

“11. The principal issue raised in the petition is that despite full payment and issuance of the possession letter, the Respondent-HSVP unilaterally cancelled the allotment and refunded the amount without giving any notice, reason, or passing any speaking order, thereby violating contractual obligations and constitutional safeguards.

12. This Court, vide order dated 06.08.2025, issued notice to the respondents on the ground that the petitioner, serving as a Commandant in the Central Reserve Police Force, had applied for the allotment of an 8-marla plot on 24.02.2023. Being the highest bidder, he was allotted the plot upon depositing the entire requisite amount within the stipulated period in accordance with the terms and conditions of the allotment. However, the respondent-HSVP admitted that although symbolic possession was given, due to non-development of the project, physical possession could not be delivered and the amount was refunded to the petitioner as per policy on 20.02.2024. It is further stated that the respondent-HSVP decided to construct only 1000 sq. yard plots in Sector-5, Pinjore, thereby deleting the plot allotted

to the petitioner. After knowing these facts, respondent No.2-Chief Administrator, HSVP, was directed to remain present in Court to explain the reason and basis for developing only larger plots to the detriment of persons allotted smaller plots, including the petitioner. Further action pursuant to the revised layout was also stayed till the next date of hearing.

13. On 27.08.2025, in compliance with the order dated 06.08.2025, respondent No.2-Chief Administrator, HSVP remained present and submitted that although allotments had been made earlier, it was later found that the area was located on hilly terrain, and therefore, the plot sizes were altered. Accordingly, the direction was issued to file an affidavit along with the site plan setting out the original plan as well as the plan after the afore-noted changes. Thereafter, vide order dated 10.09.2025, this Court granted time to HSVP to seek instructions regarding whether environmental clearance was obtained for the project revised after cancellation of the plot in dispute located near Kaushalya Dam, and to justify the decision to restrict the project to only 1000 sq. yard plots instead of the previously proposed 8 Marla, 14 Marla, and 1 Kanal plots. The respondent-HSVP was also directed to produce the original record reflecting the decision for revising the layout plan.

14. In compliance with the order dated 10.09.2025, an additional affidavit dated 08.10.2025 along with a report dated 06.10.2025 (Annexure R-1) was filed by respondent No.2. It is stated therein that respondent-HSVP did not obtain environmental clearance as the project area was less than the MoEF norms under Clause 8(a) & 8(b) of Environmental Impact Assessment Notification, 2006. The report further states that the project was reorganized into approximately 32 plots of 1000 sq. yards each and a Community Centre measuring approx. 2.83 acres as approved by respondent No.2, which was circulated on 14.11.2023. However, the said report mentioned above does not disclose any rationale or justification for changing the original layout plan. The minutes of the meeting dated 06.10.2025 (Annexure R-1) also reveal that although approval was granted, but there are no proceedings or

documents available showing the basis for the change in layout. Even the original record produced in Court further indicates that there is no explanation or reasoning provided for replacing plots of 8 Marla, 14 Marla, and 1 Kanal with only 1000 sq. yard plots. This lack of justification raises concerns about arbitrariness and mala fides on the part of the respondent-HSVP.

15. We cannot lose sight to the fact that the petitioner invested his entire lifetime savings to construct a house as a government servant and had legitimately obtained allotment of Plot No.41, where even symbolic possession was also handed over to him on 02.12.2023. Still, without assigning any reason, the allotment was cancelled, and the payment was refunded on 20.02.2024. Such arbitrary action has deprived the petitioner of affordable housing, violating his right to life under Article 21 of the Constitution of India, particularly considering the steep rise in property prices between 2023 and 2025 and we believe that the petitioner cannot be penalized for HSVP's alleged discovery of hilly terrain conditions after allotment. Moreover, during proceedings it has emerged that the same land has been levelled and converted to normal terrain for carving out 1000 sq. yard plots as admitted by the respondent-HSVP vide additional affidavit dated 04.09.2025. Therefore, HSVP's justification is both unreasonable and unjustifiable.

16. When queried by this Court regarding carving out a substitute plot for the petitioner or an allotment of an alternative plot, the respondent-HSVP replied in the negative citing Clause 39 of the e-auction policy dated 20.07.2022. Even so, this excuse does not stand in view of the respondent's own conduct in leveling the area and altering the layout for larger plots, where the petitioner had a preferential right as a successful bidder who had paid the entire amount, yet was denied allotment merely due to a unilateral change in planning by the respondent-HSVP, itself.

17. Learned counsel for the respondent-HSVP referred to Clause 39 of the e-auction policy dated 20.07.2022 and

attempted to justify the cancellation based on the same.

Clause 39 of the said policy is reproduced below:

“39. If due to stay by the Court or litigation or any other circumstances beyond control, i.e. force majeure, HSVP is not able to deliver possession of the property within three months after deposit of the full (100%) bid amount, the full amount deposited by the successful bidder shall be refunded. The successful bidder will not have any claim on this property in question or any other property of the HSVP, including allotment of alternative site/plot.”

18. A bare perusal of the aforesaid clause shows that cancellation does not fall within the scope of “circumstances beyond control” as the action was knowingly taken and was very much within the respondent’s control. After going through the material on record, as well as stand taken by the respondent-HSVP, this court finds that the reasons leading to cancellation were rather, whimsical and could have been avoided, had due diligence been exercised prior to issuance of the advertisement. Therefore, reliance on Clause 39 of the e-auction policy is misplaced and does not apply to the facts and circumstances of this case.

19. This Court observes that HSVP, being a public authority was constituted to provide affordable housing on a “no profit-no loss” basis and is expected to act fairly, reasonably, and within the legal framework, but in contrary, the conduct of the respondent-HSVP, appears to be profit-driven and detrimental to the middle and lower-income citizens, thus contradicting its statutory purpose. Keeping in view the conduct of the respondent-HSVP, it can be safely drawn that converting a plan meant for affordable housing into high-value plots exclusively for the higher strata of society indicates exploitation and discrimination by violating the constitutional and administrative law principles.

20. The pleadings as well as original record produced before this Court demonstrates lack of due diligence before advertising the original plots and in the absence of any bona fide reasons for subsequent cancellation, the decision

*reflects abuse of discretion, arbitrariness, and unreasonableness in the Wednesbury sense as no public authority can be permitted to act unfairly or capriciously to the detriment of law-abiding citizens. Reference may be made to **State of Jharkhand and others Versus Brahmputra Metallics Ltd., Ranchi and another, 2020 SCC Online SC 968**. Relevant paragraphs of said judgment are reproduced hereunder:*

“....37. When public authorities fail to adhere to their representations without providing an adequate reason to the citizens for this failure, it violates the trust reposed by citizens in the State. The generation of a business friendly climate for investment and trade is conditioned by the faith which can be reposed in government to fulfil the expectations which it generates.

38. xxxx xxxx xxxx

39.In National Buildings Construction Corporation vs. S. Raghunathan (“National Buildings Construction Corpn.”), a three Judge bench of this Court, speaking through Justice S.Saghir Ahmad, held that:

“18. The doctrine of “legitimate expectation” has its genesis in the field of administrative law. The Government and its departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Unfairness in the form of unreasonableness is akin to violation of natural justice. It was in this context that the doctrine of “legitimate expectation” was evolved which has today become a source of substantive as well as procedural rights. But claims

based on “legitimate expectation” have been held to require reliance on representations and resulting detriment to the claimant in the same way as claims based on promissory estoppel.”

21. This Court, while dealing with a similar issue, has already commented upon the conduct of respondent-HSVP in the case of **Tamanna Babbar Versus State of Haryana and Others, CWP No.3314 of 2025, decided on 13.08.2025**. The relevant extracts of the said judgment are reproduced below:

“16. On the other hand, to do substantial justice with an object to prevent abuse of process and ensure that justice is not only done but seen to be done, we cannot lose sight of the fact that the site has been cancelled for the reason that there is an existing nalla on the land in question, and said fact was not verified by the respondent-HSVP at the time of issuing the advertisement. It has also been fairly endorsed by the Chief Administrator, HSVP, in the impugned order dated 24.11.2024 (Annexure P-9), wherein a specific direction has also been issued that e-auction Cell of the HSVP (HQ) will make sure that in future, before putting the site to e-auction, a proper physical verification of the site is done by the concerned Estate Officer, HSVP.

17. Even as per short affidavit dated 19.02.2025 available on record, wherein the fault of the respondent-HSVP has been admitted, and the Chief Vigilance Officer, HSVP, was directed to hold a fact-finding inquiry and submit a report to the Estate Officer, Gurugram, for not verifying the status of land before putting the same in e-auction on 30.11.2022. After that, directions were issued to the Chief Vigilance Officer, HSVP, to submit the inquiry report within 15 days so that appropriate action as per law could be taken against the defaulting officials responsible for this lapse.

18. The perusal of the present case file would show

that though the said inquiry was initiated in pursuance of order dated 05.02.2025 passed by this Court but nothing has been placed on record in reference to the completion of the said inquiry or the action taken against the officials responsible for advertising the site without verifying the factual position. Once, there is an admission on the part of the respondent-HSVP and even during the course of the arguments, upon asking of this Court that whether earlier any similar situation arose with the respondent-HSVP, learned counsel for the respondent-HSVP fairly apprised this Court by referring to a matter decided by the National Green Tribunal (NGT), wherein, under similar circumstances, a penalty of Rs.50 lakhs was imposed upon HSVP for carving out the plot in Sector-50 Gurugram. Under such circumstances, as explained above, this court is duty bound to correct wrongs, prevent abuse of power and ensure that legal and executive actions are lawful and such admitted continued lapses have compelled us to take the view that despite repeated mistakes, the respondent-HSVP has failed to perform its duties as a welfare department, and people are suffering due to its lapses and conduct, which amounts to dereliction of duty by the respondent department.

19. We are, therefore, constrained to impose costs of Rs.1,00,000 /- upon the respondent-HSVP, so that such mistakes are not repeated in the future as a punitive measure to avoid a miscarriage of justice and the respondent-HSVP is directed to comply with the directions issued by respondent No.2 i.e. the Chief Administrator in Letter and spirit as mentioned in the impugned order dated 24.11.2024 (Annexure P-9).”

22. Although the aforementioned petition was dismissed as the site was cancelled because due diligence was not conducted, and a nallah existed at the location. Further, the

respondent-HSVP was burdened with costs as a punitive measure, but the facts of the present case on merits are distinguishable. Even in the aforesaid writ petition, vide impugned order dated 24.11.2024 (Annexure P-9), realizing its mistake, respondent No.2-HSVP admitted its lapse and issued general directions ensuring proper physical verification before advertising any site. Here too, respondent No.2 has admitted that the site in question was situated on hilly terrain, and levelling the site itself indicates lack of prior verification. Although disciplinary action was initiated vide memo dated 12.02.2024, but again no document has been produced to show completion of the said inquiry or action against the erring officials. Therefore, present proceedings are yet another example of such conduct, where the petitioner has been subjected to undue cancellation of the allotted plot.

23. Now the second question arises whether under explained circumstances the petitioner is entitled for restoration of the same plot or allotment of an alternative plot, in light of the policies as relied upon by the petitioner. The relevant clauses of the policy dated 18.02.2013 are reproduced here below:-

“xxxx xxxx xxx

c) Terms and Conditions of allotment of alternative plot:-

1. The alternative plot should be given in the same sector out of the balance available vacant plots. In case unallotted plots of required category/size are not available in the same sector; then plots shall be carved out in any unplanned pocket or plots shall be carved out by re-planning of available unsold plots of smaller/bigger sizes and category, if found technically feasible. The alternative plots so carved out shall be allotted on the same terms and conditions on which original plot was allotted.

xxxx xxxx xxx

d. Power to sanction allotment of alternative plot.

1. The Chief Administrator, HUDA shall be Competent Authority to allot alternative plot in the

same sector.

2. In case of allotment of alternative plots in sectors other than the sector in which original plot was allotted, approval of Chairman HUDA shall be required.”

24. The afore-noted clause clearly stipulates for an alternative plot in favour of the petitioner where it is mentioned that in case plots of desired category/size are not available in the same sector, then plot can be carved out in any pocket or plot shall be carved out by replanning of available unsold plots of smaller, bigger, sizes and category. In this case, petitioner is suffering for no fault of his own and is entitled for allotment of plot, either by carving out or as per availability, in light of the policy mentioned above. We also disagree with the plea raised by learned counsel for the respondent-HSVP justifying their stand that there is no provision in the e-auction policy for allotment of an alternative plot after cancellation. Broadly, analysis of both the policies meant for e-auction and allotment of alternative plot reflects about two different aspects. One deals with the auction only and other deals with only allotment of alternative plot. So, the same cannot be clubbed together. Once, purposefully the policy for allotment of alternative plot is already in existence and does not distinguish the category for the said purpose in that case, such an argument will not have any weightage and will not come for the rescue of the respondent especially when the framer of the policies is the same i.e. HSVP.

25. Given the above discussions, the cancellation of the plot allotted to the petitioner is unjustified, arbitrary and is a clear example of mala fide on the part of the respondent-HSVP. Consequently, both the petitions are allowed, subject to costs of Rs. 1 lakh each, which shall be paid to the petitioner(s) within two months. Further, respondent No.2 is directed to restore the allotment of the plot to the petitioner(s) in the same vicinity, either by carving out a fresh plot in the newly developed site as per the revised plan or through any other suitable alternative measure, within

three months from the date of receipt of a certified copy of this order.”

16. Even otherwise, the judgment rendered by this Court in **Vishal Kandwal’s case (supra)**, the same has attained finality. It is pertinent to note that an application seeking clarification/modification of the order dated 16.10.2025, filed by respondent-HSVP bearing CM-517-CWP-2026 in CWP-14243-2024, was also dismissed as withdrawn vide order dated 06.02.2026, thereby lending further finality to the said judgment. The order dated 06.02.2026 is reproduced hereunder:-

“Learned counsel for the applicants/respondents No.2 and 3 submits that he wants to withdraw this application. The application stands dismissed as withdrawn. Photocopy of this order be placed on the connected file.”

17. We are also of the view that this is not the first instance where such an issue has been agitated by an allottee. A perusal of the judgment rendered by this Court in **Parveen Sharan’s case (supra)** also reveals that a similar situation had arisen earlier as well, wherein a co-ordinate Bench of this Court allowed the petition, subject to imposition of exemplary costs of Rs. 1 lakh upon respondent-HSVP, on similar facts and legal principles. The co-ordinate Bench has thus taken a consistent view under analogous circumstances in **Parveen Sharan’s case (supra)**. The relevant extract of the said judgment is reproduced hereunder:

“15. However, yet subsequently, the entire sale consideration, as became liquidated by the promisee to respondent concerned, became unilaterally refunded into the accounts of the promisee-the present petitioners. It appears that the said was a clever subterfuge employed by the respondent concerned, to evade the discharging of contractual

obligation cast upon it. Moreover, the said was in complete circumvention of the supra constitutional assurance guaranteed to the present promissess, that if any contracts, as are the instant ones, as became settled amongst the promises and the respondent concerned, which is an instrumentality and agency of the State, rather shall remain unreneged. Moreso when the HSVP is a creation of a specifically passed State legislation, thereby the contractual obligations rather than being ensured to become completely complied with, theirs contrarily, but merely through the deployments of subterfuges by the respondent concerned, rather becoming blatantly breached, whereby also the said constitutional guarantee becoming transgressed.

16. *Tritely also, though the learned counsel for the respondent-HSVP, has argued with much vehemence before this Court, that no order of rejection became passed vis-a-vis the applications filed by the present petitioners-promisseees, in pursuance to the passing of Annexure P-11 (in CWP-18713-2024), whereby they claimed refund of the amounts rendered by each of them to the respondent concerned.*

17. *However, the said argument is of no consequence, rather completely loses its worth in the light of a specific averment made in paragraph 4.10 (in CWP-18713-2014) paragraph whereof becomes extracted hereinafter.*

“4.10. Thereafter a second application seeking possession of the said plot was filed by the petitioner on 10.5.2023. The said application for possession was rejected by the respondent on 16.5.2023 on the ground that the demarcation plan not received till now so the possession cannot be given. Copy of the application status (1.8.2023 @ 3.09 P.M.) of the petitioner is annexed herewith as Annexure P-9.”

18. *However, despite the said averment requiring a striking/pointed denial, yet a most evasive denial has been made thereto. Resultantly, when the making of a pointed/striking denial thereto, is the envisagings made in the CPC, and, also when a further envisaging is made in the*

CPC, that in case of a vague and evasive denial being made, to any averment raised in a plaint or a writ petition, thereby the said evasive denial or a vague denial but leading to an inference that thereby the respondents, rather admitting the veracity of the relevant averment, as, made in the plaint or in the writ petition. In consequence, the vague or evasive denial made to the supra corresponding thereto paragraph carried in CWP-18713-2014, leads to an inference, that the averment made in the petition qua the rejection of the petitioners' applications, rather being made most perfunctorily, thus is to be assigned credence.

19. *Moreover, since in view of the order passed by this Court on 22.2.2024, in CWP No. 29017 of 2023 titled 'Raj Singh versus HSVP' (Annexure P-14), and the order dated 16.5.2024 passed in CWP No. 12236 of 2023 titled Seema Gupta versus HSVP (Annexure P-15), thus the allottees therein, who are the similarly situated with the present petitioners, have been handed over the possession of the allotted plots, thereby similar thereto relief is to be also assigned to the present petitioners. The relevant portions of said orders become extracted hereinafter.*

CWP-29017-2023

“At the outset, learned counsel for the respondent submits that a conscious decision has been arrived at by the respondent authorities that the original site (Booth No.17, Sector 62, Gurugram) that was proposed to be allotted to the petitioner, would be handed over to him by the next day after he applies for it online. He has produced copy of the communication dated 19.02.2024, which is retained on record as “Mark-X”. He further submits that insofar as the grievance of the petitioner that he is even entitled to interest on the amount remitted by him, owing to the late delivery of possession, the petitioner shall be at liberty to move the respondent authorities by filing a representation in this regard, which shall be considered and dealt with in accordance with law.

That being so, learned counsel for the

petitioner submits that nothing substantive survives in this petition as the petitioner is ready/willing to accept the site that has been offered. And, as indicated by learned counsel for the respondent, he will apply online for obtaining its actual physical possession.

In the wake of the position sketched out above, this petition is accordingly disposed of in terms of the statement made by learned counsel for the parties.”

CWP-12236-2023

“x x x x

*Learned counsel for the parties are ad idem, for the matter in issue is squarely covered by the decision rendered in **Raj Singh’s case (supra)**, let the petition at hand be also disposed of, in the same terms.*

For the reasons set out in the application, which is duly supported by an affidavit, and keeping in view the statement made by learned counsel for the parties, the same is allowed.

*Consequently, the petition is disposed of, in term of **Raj Singh’s case (supra)**.”*

20. *In view of the above, this Court allows all the writ petitions (supra) and directs the respondent concerned, to forthwith issue allotment letters to the allottees concerned, and, since the entire sale consideration has been liquidated, to also, if required, in accordance with law, thus ensure the execution of the registered deed of conveyance in respect of each of the subject plots in favour of the present petitioners.*

21. *The said be ensured to be done within a period of two weeks from today. The requisite entries be also ensured to be made within a period of two weeks, in the relevant records maintained for the said purpose by the respondent concerned.*

22. *Since the present petitioners have been driven to an unnecessary litigation, therefore, to each of the writ petitioners, the respondent concerned, shall pay exemplary damages comprised in a sum of Rs. 1.00 lac (Rs. One Lac).*

18. Given the above discussion, the present writ petition is allowed being squarely covered on the same terms as in *Vishal Kandwal's case (supra)*. The action of the respondent-HSVP is held to be unjust, arbitrary, and a clear instance of *mala fide*. Accordingly, respondent-HSVP is directed to allot an alternative plot to the petitioner, either in the same vicinity/sector by carving out a fresh plot or by allotting a plot in a newly developed site, or through any other suitable alternative measure, within a period of three months from the date of receipt of a certified copy of this order.

19. All pending miscellaneous application(s) also stand disposed of.

(DEEPAK MANCHANDA)
JUDGE

(SUVIR SEHGAL)
JUDGE

27.05.2026
sandeep

Whether Speaking/Reasoned :	Yes/No
Whether Reportable :	Yes/No