

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP No.18660 of 2024 (O&M)

Pooja Parwanda
.....Petitioner
Versus
State of Haryana and others
.....Respondents

1.	Date when Order was reserved	19.03.2026
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. Parmod Chauhan, Advocate,
for the petitioner.

Mr. Anant Kataria, DAG, Haryana.

Mr. Deepak Sabherwal, Advocate,
for respondents No.2 and 3-HSVP.

DEEPAK MANCHANDA, J.

1. Through the present writ petition, the petitioner seeks setting aside of the cancellation of plot No.40 (8 Marla), Sector-5, Pinjore, Panchkula allotted to her vide allotment letter dated 23.07.2023 (Annexure P-3) and refund of the amount deposited by her pursuant to the cancellation of the said allotment.

2. The facts emanating from the pleadings of this case are that an e-auction notice dated 25.01.2023 was issued for allotment of various

properties including Plot No.40 (8 Marla), Sector-5, Pinjore, Panchkula. The petitioner participated in the said e-auction and emerged as the highest bidder for the aforesaid plot, pursuant to which a Letter of Intent dated 24.02.2023 (Annexure P-2) was issued in her favour. Thereafter, the petitioner deposited the entire bid amount to the tune of Rs.1,32,42,326/- with the respondent-HSVP, following which allotment letter dated 23.07.2023 (Annexure P-3) was issued in favour of the petitioner.

3. It is pleaded that despite deposit of the entire sale consideration by the petitioner, physical possession of the said plot was never delivered to her. However, on 20.02.2024, the respondent-HSVP unilaterally cancelled the allotment and refunded the amount deposited by the petitioner without issuing any notice or assigning any reason whatsoever. Aggrieved by the said cancellation of allotment, the petitioner submitted various representations (Annexure P-4 colly) and also served a legal notice dated 20.06.2024 (Annexure P-5), but no response thereto was received.

4. Hence, the present petition has been filed challenging the impugned cancellation and refund of the deposited amount despite the petitioner having been declared the highest bidder and having deposited the entire bid amount.

5. The petitioner has also placed reliance upon the judgment rendered by this Court in ***CWP-14243-2024 titled as Vishal Kandwal versus State of Haryana and others***, decided on 16.10.2025. It has been contended that the controversy involved in the present petition is squarely covered by the aforesaid judgment. It has further been contended that physical possession could not be delivered owing to non-development of the project, whereas respondent-HSVP subsequently took a decision to develop only 1000 square yard plots in Sector-5, Pinjore, and consequently deleted the

plot allotted to the petitioner on the ground that the area fell within hilly terrain, necessitating alteration in the plot sizes, which ultimately resulted in cancellation of the petitioner's allotment.

6. Per contra, learned counsel appearing on behalf of the respondent-HSVP has taken a stand similar to the one adopted in the aforementioned judgment rendered in *Vishal Kandwal's case* (supra), contending that the prayer made by the petitioner for allotment of an alternative plot cannot be accepted and that the present petition is liable to be dismissed, as the petitioner had consciously agreed to the terms and conditions governing the e-auction policy. Learned counsel for the respondent-HSVP has further submitted that, in terms of Clause 39 of the said policy, 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 up to the date of refund. It has been argued that once the petitioner had accepted the terms and conditions of allotment, she cannot now be permitted to resile therefrom.

7. Further, while referring to the written statement filed on behalf of the respondent-HSVP, learned counsel has further submitted that the petitioner has misled this Court by alleging that the amount deposited by her was wrongly refunded by the respondent-HSVP, whereas, as per letter dated 12.12.2023 annexed with the written statement as Annexure R-2/2, it was in fact the petitioner herself who had sought refund of the entire deposited amount of Rs.1,32,41,326/-, pursuant to which the said amount was refunded on 20.02.2024. Learned counsel for the respondent-HSVP has further contended that the aforesaid fact stands admitted by the petitioner herself in paragraph No.7 of the present petition. However, in the subsequent paragraph, the petitioner has sought interest on the refunded amount while

simultaneously challenging the cancellation of allotment and seeking restoration thereof. It has thus been argued that such a contradictory stand on the part of the petitioner is arbitrary, impermissible in law, and barred by the doctrine of estoppel.

8. We have heard the learned counsel for the parties and have gone through the record with their able assistance.

9. A bare perusal of the pleadings would show that although the petitioner has sought parity with a similarly situated allottee by placing reliance upon the judgment rendered in ***Vishal Kandwal's case*** (supra), but the benefit granted therein cannot be extended to the petitioner in the present case, as the facts and circumstances of both the cases are clearly distinguishable. In ***Vishal Kandwal's case*** (supra), the petitioner therein had neither sought refund of the deposited amount on his own nor accepted the same voluntarily rather, he had specifically challenged the unilateral cancellation of the allotment as well as the refund made by the respondent-HSVP. However, the factual position in the present case stands on an entirely different footing, inasmuch as the petitioner herself sought refund of the deposited amount vide application dated 12.12.2023 annexed with the written statement as Annexure R-2/2, and thereafter, admittedly accepted the refunded amount without any protest or demur.

10. The aforesaid fact has not been disputed by the petitioner, rather the entire petition proceeds on the admitted premise that the refunded amount was received by her, and nowhere in the pleadings has the same been denied. Such conduct on the part of the petitioner in accepting the refund of the deposited amount consequent upon cancellation of the plot effectively extinguished her claim qua the said property. It is a settled proposition of law that once a contract stands rescinded and the monetary

consideration pursuant thereto is accepted, reopening of the dispute thereafter becomes legally untenable unless it is specifically established that such acceptance was procured by coercion, fraud, misrepresentation, or undue influence. In the present case, no such circumstance has either been pleaded or demonstrated. Rather, the record reflects that the petitioner voluntarily accepted the refund without lodging any written protest, thereby accepting the same towards full and final settlement.

11. In such circumstances, the petitioner cannot now turn around and claim restoration or allotment of a plot merely on the ground that relief had been granted to a similarly situated allottee in ***Vishal Kandwal's case*** (supra). The acceptance of the refunded amount as well as the cancellation of allotment cannot be construed as a forced act attributable to the respondent-HSVP. It was the petitioner herself who consciously elected to accept the refund, and consequently, any attempt to reagitate the issue through the present writ petition is clearly barred by the doctrine of estoppel. Accordingly, once the petitioner had unconditionally accepted the refund against the cancelled plot, she is estopped from re-litigating or re-agitating the dispute in the present proceedings. Further, the petitioner herself has sought grant of interest on the refunded amount in the present petition, which is evident from Annexure P-4 annexed with the present petition. The same clearly demonstrates that the petitioner was never interested in restoration of the plot and had, in fact, elected to seek interest on the refunded amount instead.

12. In view of the aforesaid discussion, this Court finds no merit in the present writ petition. The petitioner, having consciously opted for refund and accepted the cancellation of allotment, cannot now seek parity with the similarly situated allottee in ***Vishal Kandwal's case*** (supra). Once the

petitioner elected to pursue refund along with interest thereupon, the benefit extended in the aforesaid judgment cannot be claimed as a matter of right. Consequently, the present petition stands dismissed

13. 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