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

+ **W.P.(C) 6781/2026 and CM APPL. 33291/2026, CM APPL. 33292/2026**

INFINITE ADHESIVE INDIA PVT. LTD.

.....Petitioner

Through: Mr. Bhuvan Goel Adv
versus

**DELHI STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED & ORS.**

.....Respondent

Through: Ms. Counsel for R-1 (*appearance not given*) .
Ms. Chand Chopra, Adv with Mr.
Punishk Handa, Advocates for DDA.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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18.05.2026

1. The petition is for the following reliefs:

“1. Issue a Writ of Certiorari or any other orders or directions whereby quashing and setting aside the ANNEXURE-P-1 issued by the Respondent no. 1 whereby cancelling the Plot No. 1353, Sector-H, measuring 368.32 Sq. Mts. Narela Industrial Area, Narela, Delhi -110040, already allotted to the petitioner by the Respondent no. 1.

2. Issue a Writ of Mandamus or any other orders or Directions to the Respondent no.1 to restore the allotment of the Plot No. 1353, Sector-H, measuring 368.32 Sq. Mts. Narela Industrial Area, Narela, Delhi -110040, in favour of the petitioner on getting the remaining amount of Rs.4,26,62,076/- in easy instalments from the petitioner.

3. In the Alternative , Issue a Writ or any other orders or Directions to the Respondent no.1 to refund a sum of Rs.1,42,20,692/- already deposited by the petitioner with the R-1 with Interest @ 12% P.A.”



2. The fact of the case would indicate that respondent no.1 Delhi State Industrial and Infrastructure Development Corporation Limited (DSIIDC) issued a Notice Inviting Tender (NIT) for auction of the Industrial Plots at Narela and Bawana Delhi on free hold basis through public notice E-Auction held on 02.02.2024. The petitioner had submitted a bid with reference to the Industrial Plot bearing Plot No. 1353, Sector-H, measuring 368.32 Sq. Mts. Narela Industrial Area, Narela, Delhi -110040.
3. The facts of the case would further indicate that the bid of the petitioner was accepted and the Letter of Intent (LoI) dated 11.07.2024 was issued.
4. The petitioner seems to have deposited the 25% of the bid premium as advance. It appears that the petitioner was to make the balance payment of 75% of the Bid Premium i.e. 4,26,62,076/-, within the stipulated time. Since the petitioner failed to make the payment of balance premium despite repeated reminders, the respondent no.1, thus, found that the petitioner has violated Clauses 6 and 7 of Chapter VI of the E-auction document pertaining to General Terms and Conditions of the E-auction and Allotment, wherein, the allotment balance premium was required to be paid within 180 days of issuance of demand-cum-allotment letter. The respondent no.1- DSIIDC, thus, found that the allotment was automatically cancelled and the EMD was liable to be forfeited.
5. It also appears that during the subsistence of the LoI, the permission to mortgage was also granted on 31.12.2024 in favour of the petitioner and Canara Bank for raising a term loan, and, even the said permission has also been cancelled by respondent no. 1- DSIIDC.
6. Mr. Bhuvan Goel Learned counsel appearing for the petitioner



makes various submissions and contends that the unilateral forfeiture of the EMD deposited by the petitioner is illegal and improper. The reliance is placed by the petitioner on a decision passed by the Supreme Court in the case of ***Kailash Nath Associates vs. Delhi Development Authority and Another***³.

7. The Court was of the *prima facie* opinion that the aspect as to whether the petitioner has violated any of the terms of the LoI will have to be determined by the Civil Court after allowing the parties to adduce the documentary evidence.

8. The aforesaid view was taken keeping in mind the assertions made by the petitioner that it is on account of the respondents, the delay has occurred. Learned counsel for the respondent no.1- DSIIDC, however, orally controverts the said position.

9. Mr. Goel, however, submits that respondent no.1-DSIIDC be directed to reconsider the case of the petitioner in view of the fresh proposal being furnished to them. He also submits that if the fresh permission for mortgage is granted, the petitioner shall be able to adhere to the remaining terms and conditions of the LoI.

10. In view thereof, Let the petitioner to file a fresh representation within a period of 15 days from today to respondent no. 1-DSIIDC.

11. Let respondent no.1 –DSIIDC to consider the petitioner's representation in accordance with law. It is made clear that the Court has not expressed any opinion on the merit of the dispute.

12. All rights and contentions of the parties are left open.

13. With the aforesaid observations and directions, the petition, along

³ 2015 4 SCC 136



with pending applications, stands disposed of.

14. If the grievance of the petitioner is not mitigated, it shall be at liberty to take appropriate recourse in accordance with law.

15. *Dasti.*

PURUSHAINdra KUMAR KAURAV, J

MAY 18, 2026

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