



**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 12881/2015

Javari Lal S/o Shri Baldev Ram B/C Jat Age 32 years resident of
Amarpura, Tehsil & District – Nagaur.

-----Petitioner

Versus

1. State of Rajasthan through Secretary, Urban and Housing
Department, Govt. of Rajasthan, Jaipur (Rajasthan).
2. Deputy Housing Commissioner, Rajasthan Housing Board,
Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Nagaur Division,
Nagaur (Rajasthan).

-----Respondent

Connected With

S.B. Civil Writ Petition No. 1692/2014

Jayendra Singh Sishodia S/o Shri Shanbhu Singh, aged 30 years,
Resident of C/o Gulab Singh Chauhan Kalika Mata Ki Gali,
Banswara (Rajasthan)

-----Petitioner

Versus

- 1 The Rajasthan Housing Board through its Chairman, Jaipur.
- 2.The Financial Advisor, Raj. Housing Board, Raj Jaipur.
- 3.The Dy. Housing Commissioner, Raj Housing Board, Udaipur.
- 4.The Resident Engineer, Rajasthan Housing Board, Shivaji
Nagar, Dungarpur.
- 5.The Project Engineer (Senior) Rajasthan Housing Board, No. 1-
G-14, Shastri Nagar, Banswara.

-----Respondent

S.B. Civil Writ Petition No. 12588/2015

Rajendra Bhakal S/o Shri Sitaram Bhakal, B/C Jat Age-33 Years
resident of Near Bus Stand, Village- Janana via Khajwana, Tehsil



Mundwa, District- Nagaur.

----Petitioner

Versus

- 1.State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).
2. Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Nagaur Division, Nagaur (Rajasthan).

----Respondent

S.B. Civil Writ Petition No. 12883/2015

Ram Kumar Saraswat S/O Shri Ghasi Lal Saraswat B/C Bhahmin
Age-42 Years resident of 1/338 Housing Board Colony Tausar
Road Tehsil & District - Nagaur.

----Petitioner

Versus

- 1.State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).
- 2.Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
- 3.Resident Engineer, Rajasthan Housing Board, Nagaur Division, Nagaur (Rajasthan).

----Respondent

S.B. Civil Writ Petition No. 12884/2015

Prem Kanwar W/o Shri Lal Singh B/C Rajpute Age-5 Years
resident of Chhapada, Tehsil Jayal, District - Nagaur.

----Petitioner

Versus

1. State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).



2. Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Division, Nagaur (Rajasthan)

-----Respondent

S.B. Civil Writ Petition No. 12885/2015

Brij Mohan Singh S/o Shri Janwar Singh B/C Rajpute Age-38
Years R/o Guddha Rohili, Tehsil Jayal, District- Nagaur.

-----Petitioner

Versus

1. State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).
2. Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Division, Nagaur (Rajasthan)

-----Respondent

S.B. Civil Writ Petition No. 12886/2015

Ghewar Ram S/o Shri Baldev Ram B/C Jat Age 35 Years R/o
Amarpura, Tahsil & District- Nagaur.

-----Petitioner

Versus

1. State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).
2. Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Division, Nagaur (Rajasthan)

-----Respondent

S.B. Civil Writ Petition No. 303/2016

Manohar Singh S/o Shri Lal Singh B/C Rajpute Age-42 Years R/O
House No. 2/275 Tausar Road, Nagaur.

-----Petitioner



1. State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).
2. Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Division, Nagaur (Rajasthan)

-----Respondent

S.B. Civil Writ Petition No. 800/2016

Smt. Dhayli W/o Shri Premsukh B/c Jat Age 44 Years R/o House No 2/351 Tausar Road, Nagaur.

-----Petitioner

Versus

1. State of Rajasthan through Secretary, Urban and Housing Department, Govt. of Rajasthan, Jaipur (Rajasthan).
2. Deputy Housing Commissioner, Rajasthan Housing Board, Circle- Bikaner (Rajasthan).
3. Resident Engineer, Rajasthan Housing Board, Division, Nagaur (Rajasthan)

-----Respondent

For Petitioner(s) : Mr. DD Chitlangi
Mr. Khet Singh
For Respondent(s) : Mr. Amit Tatia

HON'BLE MR. JUSTICE FARJAND ALI

Order

Reportable

Date of Conclusion of Arguments : **27/11/2025**

Date on which Order is Reserved : **27/11/2025**

Full Order or Operative Part : **Full Order**

Date of Pronouncement : **09/01/2026**



Grievance and Facts of S.B. Civil Writ Petitions No. 12881/2015, 12588/2015, 12883/2015, 12884/2015, 12885/2015, 12886/2015, 303/2016, 800/2016-



1. By way of filing the instant petitions, the petitioners collectively assail the arbitrary, unexplained and non-speaking rejection letter dated 13.03.2015 issued by the respondent-Rajasthan Housing Board, whereby the concluded auction proceedings were cancelled despite the petitioners having been declared successful bidders, their earnest money and 10% bid amount having been accepted, and a legitimate expectation of allotment having been created in their favour; such action is alleged to be patently illegal, mechanical and unguided, taken without assigning any reasons, in violation of Articles 14 and 300-A of the Constitution of India, the Rajasthan Housing Board (Disposal of Property) Regulations, 1970 and 1973, and the principles of natural justice, causing grave civil consequences to the petitioners , who were at all times ready and willing to perform their obligations.

COMMON FACTS

2. That the factual matrix of all petitions is identical in all material respects, save and except the individual house numbers, area, bid amount and writ petition numbers, which are set out in the comparative table hereinbelow.

Table Showing Petition-wise Factual Variations-



S.no.	Writ Petition No.	House no.	Area (Sq. Mtrs.)	Reserve Price(₹)	Bid Amount (₹)
1.	12881/2015	2/359	59.06	5,00,000	7,51,000
2.	12588/2015	2/381	59.06	5,00,000	8,56,000
3.	12883/2015	2/572	59.06	5,00,000	8,00,000
4.	12884/2015	2/627	42.18	4,00,000	4,65,000
5.	12885/2015	2/382	59.06	5,00,000	8,52,000
6.	12886/2015	2/360	59.06	5,00,000	7,51,000
7.	303/2016	2/576	59.06	5,00,000	7,62,000
8.	800/2016	2/355	59.06	5,00,000	6,51,000



That all the above-captioned writ petitions arise out of a common auction process initiated by the respondent- Rajasthan Housing Board for allotment of constructed residential houses under the Tausar Road Residential Scheme, Nagaur. The respondent Board issued an auction notice inviting sealed bids for allotment of residential houses, shops and residential/commercial plots, stipulating that the residential houses would be allotted to the highest bidders, subject to approval by the competent authority. That pursuant to the said auction notice, each of the petitioners submitted sealed bids for different constructed residential houses under the same scheme, offering amounts substantially higher than the reserve price fixed by the respondent Board, along with the prescribed earnest money.

3. A duly constituted committee of the Rajasthan Housing Board, comprising the representative of the District Collector, Deputy Housing Commissioner (RHB), Bikaner Circle,



Assistant Accounts Officer and Resident Engineer, Nagaur Division, scrutinized the bids and, finding the respective petitioners to be the highest bidders, recommended allotment of the concerned residential houses in their favour.

4. That the names of the petitioners were accordingly included in the final list of successful bidders, pursuant where to each petitioner was directed to deposit 10% of the bid amount within 72 hours, after adjustment of earnest money, which direction was duly complied with by all the petitioners within the stipulated time. As per the auction terms, the remaining bid amount was required to be deposited within 60 days from issuance of a demand letter by the respondent Board.
5. However, despite lapse of considerable time, no demand letters were issued to any of the petitioners. Instead, upon making inquiries and thereafter seeking information under the Right to Information Act, 2005, the petitioners came to know that the proposal for allotment had been rejected by the competent authority vide a common letter dated 13.03.2015, without assigning any reasons, and with an indication that the rejected houses would be put to re-auction.
6. The impugned letter dated 13.03.2015 has thus caused grave prejudice to the petitioners, compelling them to file the present writ petitions.



7. Heard learned counsels present for the parties and gone through the materials available on record.

8. OBSERVATIONS OF THE COURT

9. Upon a careful and anxious consideration of the pleadings, record and rival submissions, this Court finds that the core grievance raised in all the present writ petitions emanates from an identical factual matrix and challenges the same impugned action, namely, the cancellation of auction proceedings without recording any discernible, cogent or legally sustainable reasons. The uniformity of facts, the sameness of the impugned orders and the commonality of the grounds raised warrant adjudication through consolidated observations.

10. At the outset, it is a settled and fundamental principle of administrative as well as judicial jurisprudence that reasoning constitutes the very soul of a decision. Any decision, whether administrative, quasi-judicial or judicial, which visits civil consequences upon the affected party, must disclose reasons that are intelligible, transparent and capable of judicial scrutiny. Reasons are the heartbeat of the rule of law; they act as a safeguard against arbitrariness, ensure accountability of decision-makers, and inspire confidence that power has been exercised on relevant considerations and not on whim, caprice or subjective satisfaction.





11. In the present batch of petitions, the impugned cancellation orders are conspicuously silent on the “why” behind the decision. Merely invoking the power of cancellation without articulating the factual foundation or the precise deficiency vitiating the auction process renders the action legally unsustainable. The authority was under a clear obligation to disclose what rendered the auction unfair or non-competitive, particularly when such a conclusion directly affects vested and accrued rights of the petitioners.

12. The respondents have sought to justify their action by placing reliance upon Clause 13 of the auction process (Annexure R/1), which indeed empowers the Auction Committee to stay or cancel the auction only in the event that fair and competitive bids are not received. However, a plain and purposive reading of Clause 13 unmistakably reveals that the power conferred thereunder is conditional and circumscribed, and not absolute or unbridled. The discretion vested in the Auction Committee is a regulated discretion, to be exercised strictly within the parameters enumerated in the clause itself.

13. Clause 13 clearly postulates objective standards governing cancellation. In the case of open auction, the clause mandates the presence of a minimum of three bidders, failing which the auction is liable to be postponed. Admittedly, in the present cases, the auction was conducted



through open bidding, and the minimum requirement of three bidders stood fully satisfied. It is also not the case of the respondents that the auction was vitiated due to lack of participation, cartelisation, collusion, or procedural irregularity.

14. Further, Clause 13 predicates cancellation only upon the receipt of bids which are not fair or competitive. Whether a bid is fair or competitive is not a post facto subjective notion but an assessment that must be founded on objective criteria, contemporaneously available at the time of auction. If, according to the respondents, the bidding lacked competitiveness or fairness, such infirmity ought to have been demonstrable from the auction proceedings themselves and recorded contemporaneously with clarity and specificity. Significantly, the impugned orders do not indicate which condition of fairness stood violated, nor do they record any factual deficiency rendering the auction non-competitive. The parameters constituting a fair auction - adequate participation, open bidding, adherence to notified procedure, and absence of statutory violation were all evidently satisfied. Once the essential conditions of fairness and competitiveness stood fulfilled, the respondents were duty-bound to explain how, despite such compliance, the auction was still unfair. In the absence of such reasoning, the conclusion of unfairness remains a bald assertion devoid of legal substance.



15. It is trite law that discretion is not synonymous with absolute authority. Even where discretion is conferred, it must operate within the confines of law, reason and fairness. Discretion cannot degenerate into despotism, nor can it be exercised merely because the authority "felt so". Administrative power exercised without reasons, or on vague and undefined grounds, strikes at the very root of Article 14 of the Constitution and violates the doctrine of non-arbitrariness.

16. At this stage, it is necessary to underscore that the very concept of discretion in administrative law is antithetical to arbitrariness. Discretion does not imply freedom to act according to whim, fancy or caprice. It is a structured power, hedged by legal limitations, constitutional discipline and the overarching mandate of fairness. An authority vested with discretion is not elevated to the position of a monarch or a sovereign ruler; rather, having embraced the rule of law as a foundational constitutional value, every public authority is duty-bound to exercise discretion cautiously, judiciously and only after due application of mind.

17. The presence of discretion, therefore, enhances the obligation to furnish reasons rather than diluting it. Reasons constitute the sole and indispensable safeguard against arbitrary exercise of power. An order unsupported by reasons betrays not only non-application of mind but also an



impermissible assumption that authority itself is a substitute for justification, an assumption wholly alien to constitutional governance.

18. Significantly, the present cases do not even remotely suggest a situation where the bids received were abnormally low or unconscionable vis-à-vis the reserve price. By way of illustration, had the reserve price been ₹100 and bids substantially below such benchmark were received, a cancellation premised on protection of public revenue could have merited consideration. However, where bids are demonstrably higher than the reserve price, the invocation of discretionary cancellation becomes legally suspect unless supported by cogent and compelling reasons.

19. Likewise, cancellation of an auction may justifiably ensue in cases of procedural illegality; however, not every irregularity warrants such drastic action. The irregularity must be of such nature that it strikes at the very root of the process, betrays bias, distorts fairness, undermines transparency, or conveys a wrong and legally impermissible signal regarding the integrity of the auction. Minor or undefined irregularities, bereft of demonstrable prejudice or unfairness, cannot be pressed into service to defeat accrued rights.

20. The absence of any recorded finding of procedural illegality, bias, cartelisation, lack of competition, or unfair





conduct in the auction proceedings, coupled with the failure to articulate how public interest stood jeopardised, renders the impugned action wholly indefensible. Discretion, when exercised without identifying when, how and why the statutory conditions for its invocation stood attracted, ceases to be discretion in the eyes of law and degenerates into arbitrariness. It is therefore imperative for administrative authorities to remain constantly conscious of the contours within which discretion may be exercised. The legitimacy of discretionary power lies not in its breadth, but in its disciplined and reasoned deployment. Any deviation from this principle invites judicial correction.

21. The Court finds that Clause 13 does not confer an unfettered right upon the respondents to cancel an auction at their mere ipse dixit. Cancellation cannot be sustained unless the authority records a clear finding that the auction failed to meet the standards of fairness or competitiveness as contemplated under the clause, supported by reasons germane to the record. In the absence of such findings, the action assumes the colour of arbitrariness .

22. Thus, this Court has no hesitation in holding that the impugned cancellation orders suffer from a complete absence of reasoning, reflect non-application of mind, and constitute an arbitrary exercise of discretion, violative of the rule of law. The respondents having failed to demonstrate



any legally permissible ground under Clause 13 for cancelling the auctions, the impugned action cannot be sustained.

23. In view of the foregoing discussion and the conclusions arrived at hereinabove, the present writ petitions deserve to be and are hereby allowed. The impugned letter/order dated 13.03.2015 is quashed and set aside. The respondents are directed to restore the petitioners' allotment of their respective houses and to proceed further in accordance with law within a stipulated period, subject to the petitioners' compliance with the remaining formalities. The respondents are further restrained from cancelling or interfering with the said allotment except in accordance with law and for reasons duly recorded. The petitioners shall also be entitled to all consequential benefits flowing from this order.

24. The writ petitions are accordingly allowed, and all pending applications, if any, stand disposed of.

Grievance and Facts of S.B. Civil Writ Petition No. 1692/2014

25. By way of filing the instant writ petition under Article 226 of the Constitution of India, the petitioner is aggrieved by the illegal, arbitrary and unjust action of the Rajasthan Housing Board in cancelling the allotment of House No. 4-F-2 pursuant to the auction notice issued for residential/commercial properties, and in refunding the



deposited amount without assigning any cogent reasons, vide letter dated 09.10.2012, preceded by letter dated 03.08.2012, in gross violation of Articles 14, 19 and 300-A of the Constitution of India, the Rajasthan Housing Board Disposal of Land Rules, 1974, and the settled principles of natural justice, equity and fair play.

26. The brief facts of the case are that the Rajasthan Housing Board issued a notice inviting tenders for auction of residential houses, commercial plots and plots for residential houses situated at Banswara, Partapur and Dungarpur, which was published in a daily newspaper in the month of June, 2012. As per the auction notice, interested persons were required to submit sealed bids/proposals between 12.06.2012 to 19.06.2012 for District Banswara, and the dates for submission of bids for Partapur and Dungarpur were also specified therein. It was further notified that the sealed bids for Banswara District would be opened on 20.06.2012 at 11:30 a.m. In pursuance thereto, the petitioner, being interested in participating in the auction, submitted his bid for Residential House No. 4-F-2 situated in Shastri Nagar Scheme, Banswara, along with all requisite documents and earnest money amounting to Rs. 40,000/-. Upon opening of the bids on 20.06.2012, the petitioner was declared the highest bidder and his bid was accepted, whereafter he was required to deposit part payment towards finalization of the auction. In compliance thereof, the



petitioner immediately deposited a further sum of Rs. 35,000/- on the same day.

27. After acceptance of the bid and deposit of the required amount, the petitioner awaited execution of the lease deed and payment of the balance amount. However, to the utter surprise of the petitioner, respondent No. 4 issued a letter dated 09.10.2012 informing him that the entire amount deposited by him was being refunded on the basis of an alleged refund application, along with a cheque of Rs. 75,000/-, though the petitioner had never applied for refund nor was he informed about cancellation of the auction. No notice, reasoned order, or opportunity of hearing was ever afforded to the petitioner prior to such action. Aggrieved thereby, the petitioner approached the District Consumer Forum, Banswara, which dismissed the complaint on the ground of lack of jurisdiction. Subsequently, the petitioner came to know that the cancellation of the auction was purportedly based on an internal letter dated 03.08.2012 issued by the Financial Advisor, which also did not disclose any reasons. Since the bid of the petitioner had been accepted and part consideration deposited within time, a concluded contract had come into existence, and the unilateral and unreasoned cancellation of the auction without notice or hearing is arbitrary and illegal, compelling the petitioner to challenge the impugned actions by way of the present writ petition.





28. Heard learned counsels present for the parties and gone through the materials available on record.

Observations of the Court

29. Upon an anxious and meticulous consideration of the pleadings, the material placed on record and the rival submissions advanced at the Bar, this Court finds that the controversy in the present writ petition lies within a narrow compass, namely, whether the Rajasthan Housing Board, a statutory authority, could unilaterally annul the auction proceedings after having declared the petitioner as the highest bidder, accepted part consideration and created a legitimate expectation of allotment, without assigning any reasons, without communicating any decision and without affording any opportunity of hearing, merely by invoking a blanket clause reserving a right to reject bids. At the heart of the controversy lies the nature, scope and limits of discretionary power. Discretion, by its very meaning, does not denote an uncanalised, whimsical or capricious authority to act according to one's own will. Discretion is not synonymous with arbitrariness.

30. The foundational facts are largely undisputed. It is admitted by the respondents that pursuant to the auction notice issued in June, 2012, the petitioner participated in the auction for Residential House No. 4-F-2, Shastri Nagar Scheme, Banswara; that his bid was opened on 20.06.2012;





that he was declared the highest bidder; and that upon such declaration he deposited the requisite earnest money as well as further part payment on the very same day. These admitted facts unmistakably demonstrate that the auction process had crossed the threshold of mere invitation to offer and had entered a decisive stage where the petitioner's bid stood accepted by the competent auctioning authority at the spot.

31. Significantly, there is no allegation that the bid offered by the petitioner was abnormally low or detrimental to public interest. It is not the case of the respondents that the price fetched was below the reserve or base value. Had the situation been such that, for instance, a property with a base value of Rs.100/- attracted bids substantially below the benchmark, cancellation could perhaps have been justified on discernible and objective grounds. The present case stands on an entirely different footing.

32. The stand of the respondents that no right accrued to the petitioner on the ground that the Chairman of the Board did not approve the proposal is found to be legally untenable and factually fragile. The respondents have not disputed that the petitioner was declared the highest bidder, that part consideration was accepted and that the petitioner was thereafter kept under the bona fide belief that the formalities of execution of lease deed would follow. The subsequent



reliance upon an internal file noting dated 03.08.2012, allegedly approved by the Chairman, cannot defeat the accrued procedural and substantive rights of the petitioner, nor can it sanctify an otherwise opaque and arbitrary decision-making process.

33. Discretion vested in an authority does not elevate the officer to the position of a monarch or a king. In a constitutional democracy governed by the rule of law, every discretionary power must be exercised cautiously, reasonably and upon due application of mind. The absence of reasons betrays absence of such application of mind.

34. The respondents have heavily relied upon Clause 16 of the amended auction procedure (Annexure-R/1) reserving a right with the Chairman to accept or reject bids without assigning any reasons. This Court is unable to accept such an absolute proposition. It is well settled that even where discretion is conferred by statute or executive instructions, such discretion is not unfettered, unguided or immune from judicial scrutiny. A public authority cannot take refuge under a general clause to justify an action which is ex facie arbitrary, non-transparent and violative of Article 14 of the Constitution of India.

35. The power to cancel an auction may legitimately be exercised in cases of serious procedural illegality such as irregularities that go to the root of the process, disclose bias,



convey a wrong message to the public at large, or demonstrate manifest unfairness. However, mere existence of power does not justify its exercise in the absence of such compelling circumstances.

36. The assertion that the petitioner's bid was merely an "offer" and that no concluded contract came into existence is a hyper-technical plea, divorced from the ground realities of the transaction. Once the bid was opened, declared highest, accepted at the auction venue and followed by immediate deposit of the stipulated amount, the relationship between the parties had progressed beyond a mere offer. At the very least, a legitimate expectation coupled with a corresponding obligation of fairness arose in favour of the petitioner, which could not have been defeated without adherence to the principles of natural justice.

37. Discretion as to when and how it is to be exercised is as important as the discretion itself. An authority must remain conscious of the stage of the proceedings, the rights already crystallised and the consequences that its decision would entail.

38. The manner in which the cancellation was effected further aggravates the illegality. Admittedly, no show cause notice was issued to the petitioner; no reasons were assigned either in the internal communication dated 03.08.2012 or in the refund letter dated 09.10.2012; and no



opportunity of hearing was afforded. Such conduct reflects a casual and mechanical approach wholly unbecoming of a statutory authority dealing with valuable public property and citizens' rights. Cancellation of an auction without reasons amounts to exercise of discretion in a vacuum. Such unreasoned exercise not only undermines fairness but also erodes public confidence in institutional decision-making.

39. The respondents' contention that the writ petition is not maintainable as it arises out of a non-statutory contract is equally misconceived. The present challenge is not directed against enforcement of contractual terms but against the arbitrary, unreasonable and non-speaking exercise of public power by a State instrumentality. It is trite law that when State action is impugned on the touchstone of Articles 14 and 300-A of the Constitution, the existence of a contractual flavour does not bar the writ jurisdiction of this Court.

40. In the instant matter, the respondents have failed to demonstrate any compelling public interest, policy consideration or legally sustainable reason for cancellation of the auction. The impugned action is thus rendered vulnerable on the grounds of arbitrariness, lack of transparency and violation of natural justice.

41. Reasoned decision-making is the heartbeat of administrative justice. The impugned cancellation, being devoid of reasons, fails to meet the minimum standards of



fairness and accountability. An unreasoned order is antithetical to the rule of law and cannot be upheld merely on the strength of an enabling clause reserving discretion.

42. In the cumulative conspectus of the aforesaid discussion, this Court has no hesitation in holding that the action of the respondents in cancelling the petitioner's allotment and refunding the deposited amount without notice, without reasons and without hearing is illegal, arbitrary and unsustainable in law, violative of Articles 14 and 300-A of the Constitution of India and contrary to the settled principles governing public auctions.

43. Accordingly, the writ petition deserves to be and is hereby allowed. The impugned communications dated 03.08.2012 and 09.10.2012, insofar as they relate to the petitioner, are quashed and set aside. The respondents are directed to restore the petitioner's allotment of House No. 4-F-2 and proceed further in accordance with law, within a stipulated period, subject to the petitioner complying with the remaining formalities.

(FARJAND ALI),J

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