



CWP No. 18713 of 2024 (O&M)
CWP No. 19084 of 2024 (O&M)
CWP No. 20855 of 2024 (O&M)
CWP No. 31892 of 2024 (O&M)
CWP No. 6966 of 2025 (O&M)

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In the High Court of Punjab and Haryana at Chandigarh

1. **CWP No. 18713 of 2024 (O&M)**
Date of Decision: 28.3.2025

Parveen SharanPetitioner

Versus

Haryana Shehri Vikas Pradhikaran and anotherRespondents
2. **CWP No. 19084 of 2024 (O&M)**

Naveen KumarPetitioner

Versus

Haryana Shehri Vikas PradhikaranRespondent
3. **CWP No. 20855 of 2024 (O&M)**

Parmod GuptaPetitioner

Versus

Haryana Shehri Vikas Pradhikaran and othersRespondents
4. **CWP No. 31892 of 2024 (O&M)**

Seema GoyalPetitioner

Versus

Haryana Shehri Vikas PradhikaranRespondent
5. **CWP No. 6966 of 2025 (O&M)**

Pooja GuptaPetitioner

Versus

Haryana Shehri Vikas Pradhikaran and othersRespondents

CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Aadil Singh Boparai, Advocate
for the petitioner (in CWP-18713-2024).



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Mr. Aadil Singh Boparai, Advocate and
Mr. Gurlabh S. Bhaika Sidhu, Advocate
for the petitioner (in CWP-19084-2024).

Mr. S.P. Arora, Advocate
for the petitioner (in CWP-20855-2024).

Mr. Vaneet Soni, Advocate
for the petitioner (in CWP-6966-2025).

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

SURESHWAR THAKUR, J. (ORAL)

1. Since all the writ petitions (supra) arise from a common theretos auction held by the respondent concerned, thereby all the writ petitions (supra) are liable to be decided through a common verdict being made thereons.

2. Though, the facts in each of the writ petitions (supra) are somewhat different, but the facts of the lead writ petition i.e. *CWP No. 18713 of 2024* are extracted hereinafter.

Facts of CWP-18713-2024

3. Through the instant writ petition, the petitioner seeks the quashing of the letter dated 24.7.2024 (Annexure P-1), thus rendered by respondent No. 2, whereby the representation dated 12.7.2024 (Annexure P-16), as moved by the petitioner for allotment and possession of the subject property, rather became rejected.

4. It is averred in the instant petition that on 7.3.2022, thus respondent No. 1 issued a public notice for conducting e-auction of 'double storeyed booths in Sector 62, Gurugram-II. Pursuant to the said notice, thus on 15.3.2022, the petitioner deposited Rs. 2,04,600/- as earnest money, and, submitted her bid. Subsequently, through the e-auction held on 17.3.2022,



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the petitioner purchased Booth No. 4, measuring 22.69 sq. mtr. situated in Sector-62, Gurugram for a sale consideration of Rs. 94,20,600/-. In pursuance thereto, the petitioner also deposited 10% of the bid amount. It is further averred that upon the acceptance of the petitioner's bid, the apposite Letter of Intent dated 17.5.2022 was issued by respondent No. 1. Subsequently, in compliance of the terms of said Letter of Intent, the petitioner also deposited the balance sale consideration, whereafter, the letter of allotment dated 10.10.2022 became issued by respondent No. 1. Vide the said letter, the said plot was allotted to the petitioner on a freehold basis, in terms of and subject to the provisions of the Haryana Shehri Vikas Pradhikaran Act, 1977. Subsequently, through letter dated 10.10.2022, issued by respondent No. 1, an offer for assuming possession over the subject plot, thus was also made to the present petitioner.

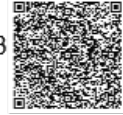
5. Though, in compliance of the conditions laid in the said letter, the petitioner vide application dated 12.10.2022 applied for taking the possession of the said plot. However, on 12.10.2022, the supra application became rejected by the respondent concerned, on the ground that the development works were not complete. Subsequently, on 10.5.2023, the petitioner preferred another application seeking therebys assumption of possession over the subject plot. Even the said application became rejected on 16.5.2023, thus on the ground, that since the demarcation plan was not received, therefore, the delivery of possession qua the disputed plot, rather cannot be made to the petitioner. It is further averred that a letter dated 2.5.2023 was sent from the office of the Chief Administrator, HSVP, Panchkula, to the Estate Officer, HSVP, Gurugram, requesting him to give



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possession in respect of the booth sites concerned, thus within 7 days but only if there is no stay/litigation. Subsequently, the petitioner was telephonically informed to visit the office of the respondent concerned. On visiting the office of the respondent concerned, the petitioner was informed that a decision has been taken by the Chief Administrator, HSVP, to refund the deposited money in respect of the booth site concerned.

6. Being aggrieved from the decisions of the authorities concerned, the petitioner moved a representation dated 12.7.2024 (Annexure P-24) with a request to deliver possession of the subject site to her. In response to the representation (supra), the respondent concerned, sent the impugned letter dated 24.7.2024, whereby the allotment of the subject plot as made in favour of the petitioner became rejected.

Inference of this Court

7. Uncontrovertedly, all the petitioners in the writ petitions (supra) were the highest bidders for the plots concerned, which became offered, in an e-auction conducted by the respondent concerned, thus to the respondents concerned.

8. Annexure P-6 (in CWP-18713-2024), Annexure P-4 (in CWP-19084-2024) Annexure P-3 (in CWP-20855-2024) Annexure P-4 (in CWP-31892-2024) and Annexure P-2 (in CWP-6966-2025), are the respective allotments letters qua the bidden plots by the petitioners therein.

9. Pursuant thereto, the entire sale consideration was uncontrovertedly liquidated by the allottees/successful bidders to the respondent concerned, whereby a concluded and settled contract came into existence. The said concluded and settled contract was inviolable, especially



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when the respondent concerned, is the instrumentality or an agency of the State, more specifically, when it is mothered by a State legislation nomenclatured as the Haryana Shehri Vikas Pradhikaran (for short 'the HSVP'). Resultantly therebys, the constitutional principles enshrined in Article 299 of the Constitution of India, provisions whereof become extracted hereinafter, are with aplomb applicable to the respondent concerned.

299. Contracts. -- (1) *All contracts made in the exercise of the executive power of the Union or of a State shall be expressed to be made by the President, or by the Governor of the State, as the case may be, and all such contracts and all assurances of property made in the exercise of that power shall be executed on behalf of the President or the Governor by such persons and in such manner as he may direct or authorise.*

(2) *Neither the President nor the Governor shall be personally liable in respect of any contract or assurance made or executed for the purposes of this Constitution, or for the purposes of any enactment relating to the Government of India heretofore in force, nor shall any person making or executing any such contract or assurance on behalf of any of them to personally liable in respect thereof."*

10. Significantly when therebys, the executive actions or concluded contracts entered into in se the respondent and the present petitioners, thus require that theretos constitutional sanctity, in terms of the supra extracted constitutional provisions, rather becomes endowed, whereby but obviously the respondent, but cannot on a prima facie flimsy pretext, evade the constitutional assurance meted to the promisees concerned, who are the present petitioners, appertaining to the respondent concerned, complying with the requisite contractual obligations cast upon it, despite the present petitioners-the promisees, rather evidently complying with the contractual obligation, as cast upon them, through theirs liquidating the entire sale consideration.

11. Now for determining whether even after coming into being of a settled inviolable contract amongst the concerned, and, wheretos a



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constitutional sanctity in terms of the provisions encapsulated in Article 299 of the Constitution of India, thus becomes assigned, whether the respondent concerned, did yet have some extremely strong and tangible reasons, rather to yet proceed to renege from the supra constitutional assurance endowed to the present petitioners, qua theirs proceeding to adhere to the promise made to the promisees. Importantly when, the said made promise became complied with at the instance of the present petitioners-promisees, and, yet the respondent concerned, failing to comply with the reciprocal obligation(s) cast upon them under a concluded and settled contract, which came into existence amongst the present petitioners and the respondent concerned.

12. On a reading of Annexure P-11 (in CWP-18713-2024), it appears, that though the names of all the successful bidders, become detailed in a table made therein, table whereof becomes extracted hereinafter, yet in the subsequent thereto paragraph, paragraph whereof becomes extracted hereinafter, rather it becomes stated, that in the face of a well made deterrence against the respondent, thus to hand over the physical possession of the said sites, to the bidders concerned, that thereby a conclusion was made, that the planning areas for the relevant purpose be shifted to separate areas. Subsequently, an approval was granted for making refund of the deposited amount to each of the promisees-present petitioners.

<i>Sr. No.</i>	<i>Booth Site No.</i>	<i>Date of issue of allotment letter</i>	<i>Name of highest bidder</i>	<i>Bid price of site deposited</i>
1.	2	13.9.2022	Sh. Naveen Kumar	Rs. 89,50,600/-
2.	3	13.9.2022	Sh. Robin Yadav	Rs. 93,50,600/-
3.	4	10.10.2022	Sh. Parveen Sharan	Rs. 94,20,600/-
4.	6	4.10.2022	Smt. Seema Gupta	Rs. 1,03,55,600/-
5.	9	6.10.2022	Sh. Parmod Kumar	Rs. 1,23,95,600/-
6.	10	20.5.2022	Sh. Vikram Jain	Rs. 1,23,80,600/-



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7.	17	13.12.2022	Sh. Raj Singh Antil	Rs. 1,21,60,600/-
8.	21	14.10.2022	Mrs. Shail Satija	Rs. 1,12,40,600/-
9.	24	11.11.2022	Mrs. Pooja Gupta	Rs. 1,11,35,600/-
10.	27	19.7.2022	Mrs. Seema Goyal	Rs. 1,33,65,600/-
				Rs. 11,07,56,000/-

“As per report of SDE (Survey) that the above booth sites sold in e-auction, are under encroachment and under stay in CWP No. 7218/2020 title Satpal and others versus State of Haryana and others. So possession of these booth sites cannot be given. The matter had also been referred to your office vide Administrator, HSVP, Gurugram vide U.No. 22494 dated 13.12.2022 (copy enclosed) for refund of deposited amount to the allottees.”

13. Though, prior to the respondents concerned, subjecting the subject sites to public auction, an incisive application of mind but was required to be made by the respondent concerned, to the effect, that the possession of the sites, which became subjected to public auction, thus was amenable to be delivered rather free from any encumbrances to the allottees concerned. However, it appears that the said exercise was not undertaken by the respondents concerned. Since therebys, there was complete lack of diligence, as also prima facie commission of torts of non-feasance, misfeasance and malfeasance, on the part of the respondent concerned. Obviously the ill-sequel of the said prima facie commission of torts, thus cannot be encumbered upon the allottees concerned, who had entered into a settled inviolable concluded contract with the respondents, and, had also therebys liquidated the entire sale consideration to the respondent concerned, who, however has ill-chosen to yet take a decision, as manifested in Annexure P-11, to refund the amounts already received, and, to also change the sites, so that therebys the respondent concerned, rather conveniently reneges from the apposite contractual obligations.



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14. Be that as it may, all the above stated inferences, become strengthened from the fact, that therebys the promisees-the present petitioners while expectedly coming under some trepidation, thus proceeding to file separate applications wherebys they sought refund of the amounts. The said applications were respectively addressed on 1.8.2023 (CWP-18713-2024), on 13.12.2022 (in CWP-19084-2024), on 27.6.2023 (in CWP-20855-2024), and on 5.9.2023 (in CWP-31892-2024). However, a perusal of Annexure P-9 (in CWP-18713-2024) discloses that the relevant applications became rejected. The said rejections undermine the efficacy of Annexure P-11.

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 promises, that if any contracts, as are the instant ones, as became settled amongst the promisees 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, therebys 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, wherebys also the said constitutional guarantee becoming transgressed.



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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



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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.



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*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).

23. The miscellaneous application(s), if any, is/are also disposed of.

24. Photocopy of this order be placed on the files of other connected cases.

(SURESHWAR THAKUR)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

March 28, 2025
Gurpreet

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No