



2026:CGHC:9203-DB

**NAFR****HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 792 of 2026**

Smt. Preeti Meshram W/o Rajesh Meshram Aged About 44 Years R/o Magarpara, Tahsil And Distt. Bilaspur, Chhattisgarh.

**... Petitioner(s)****versus**

**1** - State Of Chhattisgarh Through Principal Secretary, Urban Development, Mahanadi Bhawan, Atal Nagar, Nawa Raipur, Distt. Raipur, Chhattisgarh.

**2** - Collector Bilaspur, Distt. Bilaspur, Chhattisgarh.

**3** - Nagar Palika Nigam Bilaspur Through Commissioner, Bilaspur, Distt. Bilaspur, Chhattisgarh.

**... Respondent(s)**

(Cause Title Taken from Case Information System)

|                         |   |                                      |
|-------------------------|---|--------------------------------------|
| For Petitioner(s)       | : | Mr. Tapan Kumar Chandra, Advocate.   |
| For Respondent(s) No. 1 | : | Mr. Praveen Das, Additional Advocate |
| and 2                   | : | General                              |
| For Respondent No. 3    | : | Mr. Aniruddha Shrivastava, Advocate. |

**Hon'ble Shri Ramesh Sinha, Chief Justice****Hon'ble Shri Ravindra Kumar Agrawal, Judge****Order on Board****Per Ramesh Sinha, Chief Justice****23/02/2026**

- 1** Heard Mr. Tapan Kumar Chandra, learned counsel for the petitioner. Also heard Mr. Praveen Das, learned Additional Advocate General for the State/respondents No. 1 and 2 as well as Mr. Aniruddha Shrivastava, learned counsel for the respondent No. 3.



- 2 By this petition under Article 226 of the Constitution of India, the petitioner has prayed for the following relief(s):

*"10.1 Hon'ble Court may kindly be pleased to allow the petition and set aside the impugned notice dated 03.12.2025 (Annexure P/4), in the interest of justice.*

*10.2 The Hon'ble Court may kindly be pleased to allow this petition and direct the respondent No. 3 to consider and decide the representation of the petitioner as per law within stipulated time, in the interest of Justice.*

*10.3 Any other relief which the Hon'ble Court deems fit and proper in the facts and circumstances of the case may also be provided to the petitioners."*

- 3 The facts, as projected by the petitioner are that on 18.10.2022, the respondent No. 3 issued a tender for allotment of lands/commercial lands/houses/shops in the daily news paper. The petitioner participated in aforementioned tender and she successfully obtained land No. B/271 at Rajkishor Nagar as per the highest bid in the tender for a sum of Rs.26,12,400/- and at the time of allotment, she deposited ten percent of the amount i.e. 2,70,000/- on 01.12.2022 in favor of the respondent No. 3 through bank draft. At the time of tender the officer of respondent No. 3 orally promised that the aforementioned land would be handed over after the clean and leveled and the rest amount to be paid thereafter. The petitioner approached many time before the office of respondent No. 3 for taking possession of the said land but the same has not been given till date. On 19.06.2025 respondent No. 3 issued a notice to the petitioner and direct her to deposit the balance amount of Rs. 26,12,400/ and get the registration done in favour or else, the amount deposited earlier by her would be confiscated and the allotment would be cancelled. Thereafter, on 03.12.2025 the respondent No. 3 issued communication to the petitioner and informed that the land allotted to the petitioner was



cancelled as the petitioner could not fulfill the terms and conditions within the stipulated time.

- 4** Mr. Tapan Kumar Chandra, learned counsel for the petitioner submits that being aggrieved by the said act of the respondent No. 3, the petitioner moved a representation praying for grant of one month's time to deposit the balance amount and also prayed for registration of the lease but the same was not considered and re-tendered the said plot on 08.01.2026 and the last date for submission of the bids was 30.01.2026. The action of the respondent authorities in cancelling the allotment is illegal and arbitrary and the petitioner ought to have been given some time to deposit the balance amount. The petitioner is, today also, ready and willing to deposit the balance amount and as such, this petition may be allowed directing the respondent authorities to consider his request. The respondent No. 3 itself has not fulfilled the condition of the agreement and never handed over the actual physical possession of the land allotted to the petitioner but despite that, the petitioner is ready to deposit the rest amount and as such, prays for allowing this petition.
- 5** Mr. Praveen Das, learned counsel appearing for the State/respondents No. 1 and 2 submits that the main contesting party in this petition is the respondent No. 3 and the respondents No. 1 and 2 are formal parties.
- 6** Mr. Aniruddha Shrivastava, learned counsel for the respondent No. 3 submits that the petitioner was granted ample opportunity to deposit the balance amount but without any rhyme or reason, the same was not done and as such, there was no option left with the respondent authorities but to cancel the allotment made in favour of the petitioner and to forfeit the amount deposited by the petitioner in terms of the NIT. The petitioner had deposited Rs. 2,70,000/- on 01.12.2022 and thereafter, she was duly



informed by the respondent No. 3 on 19.06.2025 to deposit the balance amount of Rs. 26,12,400/- within a period of 15 days.

- 7 Mr. Shrivastava further submits that the petitioner was granted sufficient opportunities to deposit the balance consideration but failed to do so. Notices dated 19.06.2025 and 08.08.2025 were issued granting time to deposit the balance amount, but the petitioner did not comply. Therefore, the allotment was cancelled and earnest money forfeited strictly in terms of the tender conditions.
- 8 We have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.
- 9 It is not in dispute that the petitioner deposited only 10% of the bid amount on 01.12.2022 and failed to deposit the remaining amount despite repeated notices issued by respondent No. 3. The notice dated 19.06.2025 granted 15 days' time to deposit the balance amount, and thereafter a final intimation dated 08.08.2025 granted further 7 days. The petitioner did not comply with either of the communications. The contention of the petitioner that possession was not delivered and therefore the balance amount was not payable cannot be accepted. According to the learned counsel for the respondent No. 3, the tender/allotment conditions stipulated payment of the full consideration within the prescribed time, failing which the allotment would be liable to cancellation and the deposited amount forfeited. The record further shows that the petitioner remained in default for a considerable period of time. Even after issuance of final notice in August 2025, no payment was made. The petitioner approached this Court only after cancellation of allotment and initiation of re-tender process. Such conduct indicates lack of due diligence and bona fides. It is well settled that in contractual



matters arising out of tender conditions, judicial review under Article 226 is limited to examining arbitrariness, *mala fides*, or violation of statutory provisions. In the present case, the action of respondent No. 3 is strictly in accordance with the tender terms. No arbitrariness or illegality is demonstrated. The plea that further time ought to have been granted also lacks merit. The petitioner had already been granted repeated opportunities spanning more than two years from the date of allotment and several weeks even after final notices. A defaulting allottee cannot, as a matter of right, seek extension of time after cancellation.

- 10** In view of the above facts and circumstances, this Court finds no infirmity in the impugned communication dated 03.12.2025 cancelling the allotment and forfeiting the amount deposited by the petitioner.
- 11** As a result, this petition stands **dismissed**. No order as to costs.

Sd/-  
(Ravindra Kumar Agrawal)  
**JUDGE**

Sd/-  
(Ramesh Sinha)  
**CHIEF JUSTICE**