



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP-11895-2026
Reserved on 21.04.2026
Pronounced on 11.05.2026**

Anuj Dogra

....Petitioner

Versus

State of Haryana and others

....Respondents

Judgment Reserved on	Judgment Pronounced on	Judgment Uploaded on	Whether only the operative part of the judgment is pronounced	Whether the full judgment is pronounced
21.04.2026	11.05.2026	12.05.2026	No	Yes

**CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. Sanjiv K. Aggarwal, Advocate (through V.C) and
Mr. A.V.S. Parmar, Advocate
for the petitioner.

Mr. Deepak Bhardwaj, Additional Advocate General, Haryana.

SUVIR SEHGAL, J.

1. This petition has been filed *inter alia* for issuance of a writ of certiorari for quashing deemed withdrawal of letter of intent (LOI), dated 02.08.2024, Annexure P-3, whereby petitioner was allotted a commercial site in Sector-5, Urban Estate, Panchkula.

2. Mr. Sanjiv K. Aggarwal, Advocate, for the petitioner states that petitioner was successful in an e-auction and by Letter of Intent (LOI) Annexure P-3, he was allotted a commercial site bearing number 27P in Sector-5, Urban Estate, Panchkula for a total price of Rs.2,70,77,200/-.



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Petitioner deposited the initial 10% amount within time and 15% of the bid amount was to be deposited within a period of 30 days from the date of dispatch of LOI. As per the counsel, balance 75% of the amount was to be paid within a period of 120 days from the date of dispatch of LOI. Counsel asserts that petitioner's 82 years old mother was diagnosed with breast carcinoma and severe pleural effusion obstructing her breathing. He has made a reference to PGIMER medical record, Annexure P-4 and states that as petitioner remained occupied with his mother's treatment, he could not deposit the balance amount. Counsel points out that petitioner submitted representation as well as served a legal notice for permitting him to deposit balance amount, but by communication dated 26.11.2025, Annexure P-7, he was informed that the request has been rejected. By making a reference to bank statements, Annexures P-9 and P-10, counsel emphasizes that petitioner had sufficient balance in his bank account but deposit could not be made because of unforeseen circumstances. Counsel asserts that the respondents have erred in invoking clause 33 of e-auction policy as there is a provision under clause 34 *ibid* for the deposit of the remaining amount in installments.

3. On advance copy, Mr. Deepak Bhardwaj, Additional Advocate General, Haryana, has appeared on behalf of the respondents and has supported the impugned action.

4. We have heard counsel for the parties and considered their respective submission.

5. There is no dispute about the factual position. LOI, Annexure P-3, was issued to the petitioner on 02.08.2024 and as per the terms laid down



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therein, petitioner had to deposit 15% of the amount within a period of 30 days from the date of its dispatch. Further, amount of the balance 75% was to be paid in lump sum within a period of 120 days from the date of the dispatch of the LOI. There is no provision for deposit of balance amount in installments. Petitioner failed to deposit any amount after the initial deposit of 10%. Clause 33 of the e-auction policy dated 20.07.2022, Annexure P-1, reads as under:-

“33. After acceptance of the bid and verification of requisite documents, the successful bidder will be issued Letter of Intent (LOI) by the Estate Officer concerned. The LOI will be sent through registered post and through email at the registered address and email id of the successful bidder. All the payment schedule of the bid amount is linked with the date of dispatch of LOI through email. HSVP will not be responsible if LOI is not received by the Successful bidder due to change in his correspondence address or email id. It will be in the interest of such bidder to get his correspondence address or email id, if any, updated from time to time. The allottee will be further required to deposit another 15% of the quoted bid amount within 30 days from the date of dispatch of LOI on the HSVP website by generating Challan or online from his Plot user ID and password which will be issued by EO concern after generation of LOI. In case of failure to deposit the said amount within the above specified period, the LOI shall stand automatically withdrawn without any further notice in this behalf and the 10% amount deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for damages.”

6. A perusal of the above reproduced clause shows that in case the petitioner fails to deposit 15% of the amount, LOI is to be treated as



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automatically withdrawn without any further notice. Merely on the basis of LOI, petitioner cannot claim to have become the owner. There is nothing on the record to show that an allotment letter was ever issued to the petitioner. Petitioner has also failed to refer to any communication addressed to the respondents within the period of 30 days or 120 days of the issuance of LOI, Annexure P-3, for extension of time. The first communication addressed by the petitioner as per the record was on 30.07.2025, Annexure P-5, i.e. after almost one year of the issuance of LOI.

7. In so far as the health condition of petitioner's mother is concerned, a perusal of the medical record shows that Smt. Rama Dogra, petitioner's mother, was undergoing treatment even prior to the e-auction of the plot. Brief clinical history recorded on the PET Scan Report (at page 65 of the paper book) shows that she was suffering from carcinoma of right breast and status has been shown as post-surgery followed by chemotherapy in 1994 and that she was presented with recurrence in rib in the year 2019. This shows that petitioner's mother was an old case of cancer.

8. Petitioner cannot derive any benefit from the medical treatment of his mother. Reliance placed by the petitioner on ***Greater Mohali Area Development Authority vs. State of Punjab and others, 2024 NCPHHC 161900*** would also not advance his case. A division bench of this Court had interpreted a policy framed by GMADA, wherein there is a provision for condoning the delay in the making of the initial deposit in case of a residential plot for up to six months and this power has been vested with the Chairman of GMADA. Petitioner has not been able to refer any such provision in the



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present case.

9. This Court, therefore, does not find any reason to interfere with the decision, Annexure P-7, taken by the respondents rejecting the request for deposit of the balance amount.

10. Petition being devoid of merit, is dismissed though with no order as to cost.

(SUVIR SEHGAL)
JUDGE

11.05.2026

Varinder

(VIKAS SURI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No