A.F.R.
Reserved on 24.07.2026
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2026:AHC:164211-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT – C No. - 12698 of 2021

Chandra Fabrics Pvt. Ltd …..Petitioners(s)

Versus

State of U.P. and 2 others …..Respondents(s)

Counsel for Petitioners(s)	:	Dhirendra Kumar Srivastava,Hari Krishna Singh
Counsel for Respondent(s)	:	Anuj Pratap Singh,C.S.C.,Sunil Kumar Misra,Swapnil Kumar

Court No. - 21

HON'BLE MAHESH CHANDRA TRIPATHI , J.
HON'BLE KUNAL RAVI SINGH, J.

(Per : Hon'ble Kunal Ravi Singh, J.)

1. We have heard Shri D.K. Srivastava, learned Senior Advocate for the petitioner, assisted by Mr Harikrishna, Shri S.K. Misra for respondent no. 2, UPSIDA and Shri Suresh Singh, Addl. Chief Standing Counsel for respondent no. 1.

2. The present petition has been filed on the following reliefs :-

(i) Issue a writ/order or direction in nature of Mandamus directing Respondent No. 2 to accord approval, permitting the petitioner to deposit balance EMD of Rs. 198934.09/- as intimated and required through e-mail intimation dated 20.03.2021 in post-auction stage (Annexure No. 4 to the writ petition) at the earliest, in consideration of completing the formalities in respect of E-auction held by mjunction

services under the authority of Uttar Pradesh State Industrial Development Authority for industrial Plot No. D-22 TDS City, Ghaziabad.

(ii) Issue a writ/order or direction like Mandamus directing the respondents to permit the petitioner to complete all other remaining formalities in the auction and post-auction process and the allotment proceedings for Industrial Plot No. D-22 TDS City, Ghaziabad be completed by the respondents in favour of the petitioner

(iii) Issue a writ/order or direction like Mandamus directing the respondents to take a final decision in respect of the pending representations dated 25.03.2021, 26.03.2021, 27.03.2021 and 17.04.2021 as contained in Annexure nos. 6,7 and 9 respectively to this writ petition.

(iv) Issue a writ/order or direction like Mandamus directing the respondents not to hold any fresh E-auction or create any third-party right in respect of industrial Plot No. D-22 TDS City, Ghaziabad.

(v) Issue any other and further suitable writ, order or direction in the nature, which this Hon'ble Court may deem fit and proper under the facts and circumstances of the case.

(vi) Award cost of the writ petition of the petitioner.”

FACTS:

3. The present petition relates to closure of the portal by the Uttar Pradesh State Industrial Development Authority (hereinafter referred to as UPSIDA) about deposit of balance Earnest money (hereinafter referred to as the EMD) amounting to Rs. 1,98,934.09/- as intimated via email intimation dated 20.03.2021 in the post-auction stage in respect of the auction held by M-junction Services for industrial plot no. D–22, TDS city, Ghaziabad. Respondent no. 2 had closed the portal to deposit the balance amount as the last date for deposit of the said amount was 24.03.2021 and therefore earnest money deposited by the petitioner stood forfeited by means of approval granted on 07.04.2021 by the Chief Executive Officer of respondent No. 2.

4. The respondent No. 2 advertised for e-auction of industrial plot No. D-22, TDS city, Ghaziabad, having an area of 5146.40 sq. meters for the auction advertisement dated 16.12.2020. The said plot was reserved for setting up the garment industry in a non-polluting zone. The reserve price of the said plot was fixed at ₹14,227.50 per square meter. As the petitioner was in the business of manufacturing ready-made garments, the petitioner applied for putting in the e-auction through the platform provided by respondent No. 3, which was authorised by respondent No. 2.

5. The petitioner participated in the auction held on 07.01.2021 and completed all the formalities as required under the Rules before participating in the auction. However, due to the number of bidders being less than as per the conditions mentioned in the catalogue of the E-auction, the auction proceedings stood aborted due to lack of competition and the refund of the earnest money was initiated. Even though, as per the catalogue, the petitioner was to be refunded the earnest money on 12.01.2021, it was actually refunded on 15.01.2021. Thereafter the property was put up for E-auction advertisement and notice for ROLLOVER-1 on the website of respondent No. 2. The petitioner again completed all the documentation and financial formalities and participated in the E-auction held by respondent No. 2. Unfortunately, again, due to lack of competition as the number of participants were less than 3, the auction was cancelled and the refund of earnest money deposited by all the bidders was automatically initiated.

6. After the failure of the 2nd auction, the respondent No. 2 again placed the said property for auction advertisement and notice for ROLLOVER-2 on the portal of respondent No. 2 on 27.02.2021. The terms and conditions of the 3rd auction mentioned that even if a single bidder qualifies and participates in both round 1 and round 2 of the auction, then the auction would be proceeded after scrutiny of the technical qualification even though the number of participating bidders is less than 3. As the petitioner was declared as the highest bidder (H1), an email was sent to the petitioner on 20.03.2021 by respondent No. 3 asking the petitioner to deposit the balance EMD by 24.03.2021. As per the email, the balance EMD amount was ₹1,98,934.09/-

7. The petitioner before the email dated 20.03.2021 had deposited a total amount of EMD of ₹73,22,040.60/-. The only amount to be deposited by the petitioner was ₹1,98,934.09/- which was intimated via email dated 20.03.2021.

8. As per the email dated 20.03.2021, the petitioner had to deposit the remaining balance EMD by 24.03.2021, failing which the EMD amount would be forfeited. The petitioner was unable to deposit the balance amount by 24.03.2021, which was intimated to Respondent no. 2 via email dated 25.03.2021. The non-deposit was attributed to a medical emergency, and as per the email, when the petitioner tried to deposit the balance amount on 25.03.2021, the same was rejected as the portal did not allow for any deposit. Again, on 26.03.2021 and 27.03.2021, emails were sent with a request to deposit the balance EMD. On 30.03.2021, an email was sent by respondent to the petitioner stating that the request of the petitioner was forwarded to respondent no. 2, but no confirmation was forthcoming from respondent no. 2.

9. The petitioner thereafter sent another email on 17.04.2021 to the Managing Director of respondent no. 2 elucidating all the facts of the matter. In the said email, the petitioner took a specific ground that, as opposed to the condition mentioned in the catalogue that 7 days excluding Saturdays and Sundays would be given from the date of email intimation to make the balance payment, only time till 24.03.2021 was given when in fact the time should have been till 27.03.2021. It was also stated that the intimation email should have come on 19.03.2021, whereas the same was sent on 20.03.2021 and as 20.03.2021 was a Saturday and as per the catalogue all dates should be excluding Saturdays and Sundays, hence the time for deposit should have been till

27.03.2021. However, no reply was sent to the said email by Respondent no. 2.

10. Due to the non-deposit of the balance EMD, as per the approval of the Chief Executive Officer of Respondent 2, the EMD already paid was forfeited on 07.04.2021. The said approval and its proceedings were asked to be supplied by the petitioner by means of email dated 12.07.2021, but no approval forfeiting the amount was supplied to the petitioner. The said order has not been attached in the counter affidavit filed on behalf of the respondent no. 2 and is not reflected in any of the records of the Court.

PETITIONER'S SUBMISSIONS:

11. Learned Senior Advocate appearing on behalf of the petitioner has made the following submissions:

(i) The action of the respondents in not permitting the petitioner to make the balance payment is illegal and arbitrary.

(ii) The refusal is against the express conditions of the catalogue which directed for balance payment be made within 7 days from the email intimation of being H1 bidder.

(iii) The change in the time limit by the chart is against the terms of the catalogue, as in the catalogue 7 days is granted from the date of intimation excluding Saturdays and Sundays, whereas by means of the email only 5 days was granted including Saturdays and Sundays. The reduction of time is illegal and arbitrary and opposed to fair practise to be adopted by the respondent no. 2 in commercial matters.

(iv) The respondent no. 2 had not complied with the date chart as appended in the catalogue. The email which was required to be sent on 19.03.2021 was sent on 20.03.2021. Therefore, Respondent no. 2 did not comply with the date chart, and therefore strict compliance with the date chart is misconceived. The last date of deposit should have been 25.03.2021 or 27.03.2021

(v) Even though the email dated 25.03.2021 accepted that the last date of deposit was 24.03.2021, there were compelling circumstances due to which the deposit could not be made. Even otherwise, the petitioner had sufficient amount in the e-wallet to deposit the balance EMD.

(vi) The petitioner had already deposited a significant amount of EMD, i.e. ₹73,22,040.60/- and only a small amount as indicated in the email remained to be deposited for which the petitioner had sufficient financial means. Even today, the petitioner has sufficient financial means to meet the obligation of the balance EMD and other amounts.

(vii) The approval for forfeiture has never been supplied to the petitioner even though it was requested via email. Therefore, the petitioner could not challenge the same, and the respondent no. 2 cannot take advantage of their own wrong due to non-supply of the approval order.

<u>RESPONDENT NO. 2'S SUBMISSIONS:</u>

12. Learned counsel appearing on behalf of the respondent 2 has made the following submissions:

1. The last date to deposit the balance amount was 24.03.2021 as per communication dated 20.03.2021. The petitioner failed to deposit the balance amount within the stipulated time period.
2. On the failure to deposit the balance EMD, a report was submitted by In-charge (Industrial Area), UPSIDA with the proposal to the CEO, UPSIDA to forfeit the amount deposited by the petitioner. The said approval has already been granted on 07.04.2021.
3. The petitioner did not have sufficient amount in the e-wallet to make the payment of balance EMD. The petitioner was not ready and willing to deposit the balance EMD.
4. There is an alternative remedy of arbitration as per the catalogue, and thus the writ petition is not maintainable.

13. Mr Suresh Singh, Addl. Chief Standing Counsel appearing for respondent no. 1 has adopted the arguments made on behalf of respondent no. 2. He has submitted that the writ petition has no merits in light of approval dated 07.04.2021 and as such the writ petition is liable to be dismissed.

14. We have heard the rival submissions and perused the records of the case. Based on the submissions and records annexed, the following points of determination are framed for adjudication of the dispute.

<u>POINTS OF DETERMINATION:</u>

15. The points of determination are as follows:

1. Whether the writ petition is liable to be dismissed on the ground of alternate remedy of Arbitration?
2. Whether the closure of the portal, thus hindering the petitioner in depositing the balance EMD qua the post-auction Stage condition 2 (c) (iii), is justified or not?
3. Whether the time limit as stated in the date chart would prevail over the time limit prescribed in condition 2 (c) (iii) of Post Auction Stage?
4. Whether the lack of challenge to the forfeiture approval is detrimental to the case of the petitioner?

DISCUSSION:

16. Before proceeding into the matter, it is necessary that the question of maintainability of the writ petition be addressed. Terms and conditions of allotment through e-auction provide for arbitration. The relevant clause is reproduced below:

> ***"Arbitration Clause for issue related to online portal and process:***
> *Dispute or differences arising out of or relating to this Agreement shall be resolved through amicable mutual discussion. Failing such amicable resolution of dispute/differences, either of the party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of n-junction services limited (for issues relating to auction process or any other issues related to in-junction). The award of the Arbitrator shall be final, binding and conclusive on the parties hereto. The venue for arbitration shall be Kolkata/Kanpur. The Arbitration proceedings will be governed and regulated by the provisions of the Indian Arbitration and Conciliation Act, 1996, and the rules framed thereunder from time to time.*
>
> ***Arbitration Clause for issues related to online allotment about UPSIDA:***
> *Dispute or differences arising out of or relating to this Agreement shall be resolved through amicable mutual discussion. Failing such amicable resolution of dispute/differences, either of the parties may refer the matter to arbitration of a Sole Arbitrator to be appointed by the CEO, UPSIDA (for issues about UPSIDA). The award of the*

Arbitrator shall be final, binding and conclusive on the parties hereto. The venue for arbitration shall be Kanpur. The Arbitration proceedings will be governed and regulated by the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder from time to time."

It is an admitted fact that the arbitrator was never appointed. As the petitioner was apprehensive about cancellation and forfeiture of the deposited amount, the present writ petition was filed. Though a preliminary objection was taken in the counter affidavit, the same was never pressed upon during arguments, which leads to the conclusion that the respondents are not relying upon the arbitration clause to challenge the writ petition on the ground of maintainability.

17. Furthermore, the Court, while hearing the writ petition, had also granted an interim order vide order dated 27.02.2021. The same is reproduced below:

"Sri Swapnil Kumar, learned counsel, has put in appearance on behalf of the respondent No.2. In the short counter affidavit filed on behalf of the respondent, it is sought to be submitted that the respondent had cancelled the bid of the petitioner as he failed to deposit the requisite bid amount by 25.03.2021. The order in this regard has been passed on 07.04.2021, but the copy of the same has not been appended with the short counter affidavit.

The specific stand of the petitioner is that the intimation of acceptance of bid of the petitioner as H-1 bidder was given through e-mail on 20.03.2021 and time up to 24.03.2021 was provided, whereas the instruction for acceptance of the bid provides seven days for deposit of the bid amount by H-1 bidder, from the date of receipt of the intimation of acceptance of bid.

However, in order to show bona fide, the petitioner had approached the respondent by sending an e-mail on 25.03.2021 praying for grant of extension of one day time for deposit of the bid amount. Submission of learned counsel for the petitioner is that no reply to the e-mail dated 25.03.2021 has been received by the petitioner. When the present writ petition was filed, a stand had been taken in the short counter affidavit that the bid had already been cancelled and the amount deposited by the petitioner had been forfeited.

In view of the above submissions, learned counsel for the respondent is directed to file a detailed counter affidavit within a period of two weeks from today. One week thereafter is granted to file a rejoinder.

Put up this matter on 13.08.2021 in the additional cause list.

Till the next date of listing, no third party right shall be created by the respondent."

18. In ***Surendra Pal Singh vs. State of U.P. and Others***[1] while relying upon **L. *Hirday Narain Vs Income-Tax Officer, Bareilly***[2], ***Durga Enterprises (P) Ltd. & Anr. Vs. Principal Secretary, Govt. of U.P. & Ors***[3] *and* ***Roshan Lal Vs State of Uttar Pradesh & Others***[4], while dealing with the issue of maintainability of writ petition in light of alternate remedy, held that once pleadings have been exchanged, then the writ petition should not be dismissed in light of alternate remedy. Hence, in light of the settled principles, we are of the considered view that the writ petition is entertainable and cannot be dismissed on the ground of alternative remedy.

19. The crux of the dispute lies in a very narrow compass. The question is limited to the interpretation of the two conditions of the catalogue. The first condition is prescribed in the date chart of the catalogue, which prescribed a time limit from 19.03.2021 to 24.03.2021 (excluding Saturdays and Sundays), and the other condition is prescribed in Condition 2 (c) (iii) of the post-auction stage of the catalogue, which stated that 7 days would be provided for payment of balance EMD from the date of receipt of the intimation email.

20. Before we start to interpret the two conditions and their fallout, it would be relevant to keep in mind that the parties hereinabove have entered into a commercial transaction of auction which is confined to the conditions as prescribed in the auction catalogue. Thus the interpretation is to be solely based upon the interpretation of the terms and conditions and, in case of conflict, to harmonize the conflicting condition in a way to uphold the transaction rather than to void it. Strictly speaking, the contract is yet to be concluded as approval to the H1 bidder was never granted; however, the parties are still bound by the conditions mentioned in the catalogue to define their respective actions.

21. Keeping in mind the above situation, it would be necessary to examine the conditions to better appreciate the conflict between the two. The condition in the date chart is as follows:

"ALLOTMENT OF PLOTS BY UPSIDA THROUGH E-AUCTION

1 *MANU/UP/1331/2026*
2 *AIR 1971 SC 33*
3 *(2004)13 SCC 665*
4 *2009(9) ADJ 670 (DB)*

https://upsida.mjunction.in

Auction reference no:2020/D22/TDSCityGaziabad/5146,40gmtr/November/Rollover2

Important dates (dates are to be calculated excluding Saturdays and Sundays)

Date of Initial advertisement & notice on UPSIDA/m-junction Portal	*16th December*
Date of advertisement & notice for Rollover No. 2 on UPSIDA/m-junction Portal	*27th February*
Beginning date for bidder registration, payment & allocation of Catalog Downloading Fec from e-wallet by bidder, uploading documents, online submission of required documents and deposition/allocation of EMD & Application Processing Fee from e-wallet by hidder.	*27th February*
Last date for uploading documents, online submission of required documents and deposition/allocation of Earnest Money & Application Processing Fee from e-wallet by bidder.	*9th March*
Last date for Scrutiny and approval/rejection with reason of applications & documents submitted by bidders to be done by UPSIDA in the e-auction portal. Automated communication of status and objections by cauction portal to bidder(s) for submission of clarification.	*12th March*
Last date for bidders to submit clarification (without submission of additional documents) through the e-auction portal.	*16th March*
Last date for acceptance rejection by UPSIDA of clarification submitted by rejected bidder.	*18th March*
Auction starts on (only technically qualified bidders)	*19th March at 12:00 PM*
Online intimation from mjunction to H1 Bidder at the end of all Auction Rounds	*19th March*
Refund of EMD to un-qualified bidders.	*24th March*
Last date for online payment and allocation of balance EMD based on HI bid from the e-wallet by the Hi bidder	*24th March*

Closure of Auction AND publishing round wise Audit Trail of Auction	*30th March*
Approval of Hi bidder and allotment of plots by UPSIDA after confirmation of EMD payment and release of allotment letter by UPSIDA	*Within 7 days from closure of auction*
Payment of Reservation Money to UPSIDA	*Within 30 days from the date of issue of allotment letter.*

The condition in the catalogue is as follows:

> *"**c. Post Auction Stage:***
> *i. UPSIDA reserves the right to accept/ reject any bid at any stage, including the highest bid, without assigning any reason for the same.*
>
> *ii. The auction service provider shall send e-mail intimation to the final H1 bidder, intimating them about their HI status and instructing them to make payment of Balance EMD.*
>
> *iii. The H1 bidder is required to allocate the balance amount of EMD based on bid price after adjustment of previously deposited amount of EMD within 7 days of receipt of the email intimation. This Balance EMD amount is calculated as the difference between 10% of the value of the plot/property based on the H1 bid in the e-auction process and the EMD amount already paid.*
>
> *iv. In case of non-payment of Balance EMD within the specified period by the final H1 bidder, the plot shall not be offered to the H2 or any other bidder through this auction process. The previously deposited EMD of the final H1 bidder in such cases shall be forfeited, and a new e-auction for the plot will be initiated."*

22. As per the condition of the date chart, the intimation email regarding H1 status was to be given on 19.03.2021 and by 24.03.2021, the remaining EMD as intimated in the email had to be deposited. The email was actually sent on 20.03.2021; thus, the condition as mentioned in the date chart was not fulfilled by the end of the respondent no. 2. In effect, this condition gave the petitioner only 5 days to make the payment after including the day of email notification. The other condition, being condition 2 (c) (iii) of the Post Auction Stage, gave the H1 bidder within 7 days to deposit the remaining balance from the date of email notification. Thus, if the email was sent on 20.03.2021, then the balance amount had to be deposited by 26.03.2021.

23. If we examine the condition mentioned in the date chart in further detail, there is yet another fact that is required to be kept in mind while harmonising the conflicting time periods. The date chart specifically mentions that *"dates are to be calculated excluding Saturdays and Sundays"*, meaning thereby that if in the time period of 20.03.2021 to 24.03.2021 there is a Saturday and a Sunday, then these days have to be excluded from the period of computation. A glance at the calendar for 20.03.2021 would reveal that 20.03.2021 was a Saturday and 21.03.2021 was a Sunday. Thus, as per the condition mentioned above, 20.03.2021 and 21.03.2021 would necessarily have to be excluded from the computation of the time period. Resultantly, the time period would stand extended till 26.03.2021.

Condition 2(c)(iii) of the Post Auction Status gives a time period of within 7 days from the email intimation. Thus, if time is reckoned from 20.03.2021 to include the period of *"within 7 days"*, then the same would end on 26.03.2021, which is identical to the date if Saturday and Sunday are excluded in the date chart condition.

24. While elucidating the Principle of Harmonious Construction, the Supreme Court in **Shri *Nashik Panchavati Panjarpol Trust & others* vs. *the Chairman & another***[5] held that *"it cannot be gainsaid that as per the rules of doctrine of harmonious construction, the document has to be read as a whole and in its totality. If there is any ambiguity either patent or latent, in any of the clauses of the document, the courts should interpret such clause in such manner which is consistent with the other clauses and with the purpose and intent of the parties executing it."* Thus, by placing reliance on the above Rule, it is possible to harmonise the time period as concluded above. This conclusion can also be examined in light of other time periods provided in the two conditions. Both the conditions state the same amount of time period post deposit of the balance EMD, i.e. for allotment of plot (7 days) and payment of reserve money (30 days).

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5 *2023 INSC 750*

25. If both the conditions are read as concluded above, then there is no conflict between the two conditions and hence no conflicting time periods. Then the only inevitable conclusion would be that the refusal to accept the balance deposit on 25.03.2021 and 26.03.2021 is arbitrary on the part of respondent no. 2. The closure of the time to deposit the balance amount on the portal is also arbitrary, and the said action of the respondent is liable to be held illegal.

26. Learned Counsel for respondent no. 2 submitted that the petitioner himself did not deposit the amount on 24.03.2021 citing medical emergency and that the petitioner did not have the balance amount in the e-wallet. Regarding non-payment of the balance amount on 24.03.2021, it would not be of much relevance once it is concluded that the time period would actually expire on 26.03.2021. What would be relevant to see is whether the petitioner made any request for deposit in the two days. The record reflects that the petitioner sent emails about payment of balance amount on 25.03.2021 and 26.03.2021 which were duly forwarded by respondent no. 3 to respondent no. 2. However, no reply was forthcoming from respondent no. 2. Thus, having made all efforts to pay the balance deposit on 25.03.2021 and 26.03.2021, no liability can be attached for non-deposit on 24.03.2021 in light of what has been concluded about the time period.

27. As to the question whether there was sufficient balance in the e-wallet, the said issue would have to be seen in light of what has been concluded above. As the time period would expire on 26.03.2021, the petitioner had sufficient balance in the e-wallet to make the payment, as is evident from the emails dated 25.03.2021 and 26.03.2021.

28. As to the question of forfeiture of amount by means of approval dated 07.04.2021, the same is also liable to be held as arbitrary and illegal. The Court, while granting the interim order, had specifically noted that the order dated 07.04.2021 has not been attached in the short counter affidavit. Even in the counter affidavit, the said approval of the CEO has not been attached. The petitioner's request to supply a copy of the approval and documents of the said proceedings has also not been acceded to by respondent 2. Suffice it to say that the approval order for forfeiture has never been served upon the petitioner, thereby disentitling him from challenging the same in the present proceedings.

Even if the condition in the catalogue provides for automatic forfeiture, even then the forfeiture order could not have been passed without affording an opportunity of hearing to the petitioner. It is trite law that if there is power to decide and determine to the prejudice of a person, the duty to act judicially is implicit in the exercise of such power. Even otherwise, if an administrative order involves civil consequences, then the order inflicting civil consequences must be made by observing rules of natural justice *vide* ***Jakson Engineers Limited v. State of U.P. and others***[6], ***State of Orissa vs. Binapani Dei***[7] *and* ***ITC Ltd. Vs State of U.P. and others***[8]. Thus, in our considered view, as the action of closure of portal on 24.03.2021 for making the balance payment is held to be illegal, then the consequential action of forfeiture on 07.04.2021 must also be held to be illegal.

ANSWERS TO THE POINTS OF DETERMINATION:

29. Regarding issue no. 1 as to whether the writ petition is liable to be dismissed on the ground of alternate remedy of arbitration, the issue is answered in the negative, holding that the writ petition is maintainable.

30. Regarding Issue no. 2 as to whether the closure of the portal thus hindering the petitioner in depositing the balance EMD qua the post-auction Stage condition 2 (c) (iii) is justified or not, the issue is answered in the negative, holding that the closure of the portal before 26.03.2021 was illegal and arbitrary.

31. Regarding issue no. 3 as to whether the time limit as stated in date chart would prevail over the time limit prescribed in condition 2 (c) (iii) of Post Auction Stage, the issue is answered in the negative holding that the petitioner is entitled to the benefit of two additional days as per the date chart thus making the time period as per the time limit prescribed in condition 2(c)(iii) of post auction stage.

32. Regarding issue no. 4 as to whether the lack of challenge to the forfeiture approval is detrimental to the case of the petitioner, the issue is answered in the negative, holding that the lack of challenge is not

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6 *2025 (173) ALR 636*
7 *1967 INSC 33*
8 *(2011) 7 SCC 483*

detrimental as the forfeiture approval was passed in violation of principles of natural justice.

CONCLUSIONS:

33. In light of the findings and the observations given above, the writ petition is allowed. Due to the conclusion of the Court, the status of the petitioner has to be restored *ante*. Therefore, the following directions are issued:

1. The petitioner shall be entitled to the remaining time period to pay the balance EMD amount.
2. Upon production of the certified copy of this order to Respondent no.2, Respondent no. 2 shall take necessary steps to ensure deposit of the balance amount. The petitioner along with the order shall also give his contact details including e-mail.
3. Thereafter, upon fresh email intimation by respondent no. 2 to the petitioner stating the balance EMD amount, the petitioner shall deposit the same within two days from the date of email intimation.
4. If the balance EMD is not deposited within two days from email intimation, then the consequences as per the conditions of the auction shall follow.

34. There shall be no order as to cost.

(Kunal Ravi Singh, J.) (Mahesh Chandra Tripathi, J.)

6 August, 2026
Sumit S