



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

168

CWP-7410-2025

Date of Decision: 19.03.2025

M/s Shubham Propmart

...Petitioner

Versus

State of Haryana and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. Pawan Kumar, Senior Advocate with
Mr. Rabinder Singh, Ms. Vidushi Kumar and
Mrs. Seema Rani, Advocates, for the petitioner.

Mr. Ankur Mittal, Additional Advocate General, Haryana,
Ms. Svaneel Jaswal, Additional Advocate General, Haryana,
Mr. P.P. Chahar, Sr. Deputy Advocate General, Haryana,
Mr. Saurabh Mago, Deputy Advocate General, Haryana,
Mr. Gaurav Bansal, Deputy Advocate General, Haryana and
Mr. Karan Jindal, Assistant Advocate General, Haryana.

SURESHWAR THAKUR, J. (ORAL)

1. The present petitioner was a successful bidder viz-a-viz E-auction notice dated 20.10.2023 (Annexure P-3). The relevant terms and conditions governing the E-auction (supra) are also appended with Annexure P-3 (at page 93 of the paper-book). Clause 22 of the tender condition, which is relevant to decide the controversy at hand, becomes extracted hereinafter:-

“22. The licensee shall not use the premises/space under his possession/deemed possession for any purpose other than for the authorized purpose and F&B area within the premises.”



2. Perusal of the above extracted clause reveals, that the successful bidder became conferred with the right to use the subject premises/tender premises only, for authorized purpose and for F&B area within the premises.

3. It appears that after the present petitioner becoming declared to be the successful bidder, it proceeded to seek clarifications in respect of the apposite authorized purposes, for which the premises were allotted to it, by the respondents. In the said regard, as evident from a reading of Annexure P-6, permission was asked for operationalization of bar services, thus, in the allotted area concerned, besides permission was also asked for accommodation facilities becoming raised on the allotted area and further also for a separate Cafe becoming raised on the area concerned.

4. However, as evident from reading of clause D of Annexure P-6, the supra asked permissions becoming declined to the present petitioner, whereby the present petitioner becomes led to access the instant Writ Court.

5. The learned senior counsel for the petitioner submits, that Annexure P-6 has been unilaterally drawn, whereby the declining to the present petitioner viz-a-viz the supra espoused permissions, but manifest palpable arbitrariness and as such, Clause D of the impugned Annexure P-6, thus, is liable to be quashed and set aside.

6. Since predominantly, thus, a dispute resolution mechanism occurs in Clause 55 of E-auction notice dated 20.10.2023 (Annexure P-3), contents whereof become extracted hereinafter:-

“55. That in the event of a controversy, dispute or claim arising out of, in connection with or in relation to the



interpretation, performance, nonperformance, validity or breach of this E-bid or otherwise arising out of, or in any way related to this agreement or the transaction contemplated here by, including any claim based on contract, tort, statute or any other law (collectively, "Agreement Dispute"), the party claiming such agreement dispute shall give a written notice to the other party setting forth the agreement dispute. Following delivery of a dispute notice, the executive officers/designated persons of the parties shall negotiate for a reasonable period of time and settle such agreement dispute: provided that such reasonable period shall not, unless otherwise agreed by the parties, exceed 45 days from the receipt of dispute notice. In case the parties after negotiation are not able to settle out their difference(s), then the Competent Court at Chandigarh only shall have exclusive jurisdiction over the subject matter of the dispute.”

7. Resultantly, the learned senior counsel for the petitioner argues that the present petitioner be permitted to avail the supra envisaged dispute resolution mechanism, thus, for settling the controversy which has now been emerged before the Court.

8. Learned State counsel does not oppose the said prayer, whereby this Court is led to permit the present petitioner to, if not already availed the apposite remedy, thus avail the apposite dispute resolution



mechanism, whereafter the said availed remedy shall, in term with the narrations made in supra extracted Clause 55 of Annexure P-3, thus, shall be most promptly and lawfully decided but after hearing the present petitioner.

9. The writ petition is disposed of accordingly.

(SURESHWAR THAKUR)
JUDGE

(VIKAS SURI)
JUDGE

March 19, 2025

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Whether speaking/reasoned Yes/No

Whether reportable Yes/No