

averments made on assumptions and presumptions, it is wiser to abstain from interference and so we dismiss the petition with a strong note of disapproval. We hope that the conduct of the petitioner *viz.* of making such reckless averments which is nothing short of attempt to create chaos in the society by instigating the people to loose faith in the judiciary shall be condemned and curbed with strong hands by one and all who are interested in the orderly society and have faith in democracy, which is the basis creed of our constitution.

(43) Before parting with the judgment, we may express our pious wish that the State would implement the policy of appointment of Judges if at all to refurbish the declining image of the Judiciary.

(44) In view of observations made above, the writ petition is dismissed.

R.N.R.

Before : R. S. Mongia, J.

KARTAR SINGH,—Petitioner.

versus

PATIALA IMPROVEMENT TRUST PATIALA AND ANOTHER,—
Respondents.

Civil Writ Petition No. 11390 of 1992

15th March, 1993.

Constitution of India, 1950—Art. 226—Auction of shops by Improvement Trust—Reserved price fixed—Highest bid more than reserved price—Auction money deposited—Later on cancellation of the auction—Possibility of offer of higher price—Whether good ground for setting aside the auction.

Held, that the price offered was even more than the average price fetched by the similar shop-cum-flats site in the last auctions. Simply because, later on if a fresh auction is held, the property may fetch a little more price, cannot be a ground, without any thing more, to set aside the auction or not to approve the auction. If this is allowed, perhaps no auction would be approved, as normally if the same property is put to auction a little later, it may fetch a little more price.

(Para 4)

Civil Writ petition under Articles 226/227 of the Constitution of India praying that this Hon'ble Court may be pleased to pass the following orders :—

- (a) complete records of the case may be summoned;
- (b) condition of service of advance notice upon the respondents may be dispensed with;
- (c) condition of filing of certified copies of Annexures may kindly be dispensed with;
- (d) a writ of certiorari may be issued thereby quashing Annexures P-4 and P-6;
- (e) in the meantime auction of plots shop-cum-flats No. 1 and 2 Shaheed Sewa Singh Thikriwala Nagar, Patiala fixed for 26th August, 1992 may be stayed;
- (f) any other appropriate writ, order or direction in the nature and circumstances of the case be issued;
- (g) costs of the petition may be allowed.

C. N. No. 1044 of 1993

Application under Section 151 Civil Procedure Code, praying that confirmation of sale of the sites in dispute conducted on 28th January, 1993 may kindly be stayed.

Kartar Singh, petitioner in person.

P. S. Gill, Executive Officer, Improvement Trust, Patiala, for the Respondent.

JUDGMENT

R. S. Mongia, J.

On the last date of hearing, the Misc. application was adjourned to today and I had told the parties that I will be hearing the main case on the adjourned date. Consequently, I have heard the parties in the main case also.

(2) The respondent, Improvement Trust, Patiala had published a proclamation for auction of some sites for shop-cum-flats, booths in Shaheed Sewa Singh Thikriwala Nagar Scheme, Truck Stand Scheme, Gurdwara Dukh Niwaran Sahib Scheme and Chhoti Barandari Scheme, Patiala. The reserve price fixed for the shop-cum-flats sites in Shaheed Sewa Singh Thikriwala Nagar Scheme

Kartar Singh v. Patiala Improvement Trust, Patiala and another 327
(R. S. Mongia, J.)

was Rs. 1,25,000. On 26th June, 1992, when the auction took place, four show-room sites were auctioned in the development Scheme of Chhoti Barandari and two shop-cum-flat sites Nos. 1 and 2 were sold by auction in Shaheed Sewa Singh Thikriwala Nagar Scheme. For shop-cum-flat sites Nos. 1 and 2, the petitioner was the highest bidder, the price offered being Rs. 2,40,000 and Rs. 2,01,000 respectively. These highest bids for both the plots were accepted and as per the terms and conditions, the petitioner deposited $\frac{1}{4}$ th of the price so offered. The Trust, however,—*vide* its Resolution No. 772, dated 6th July, 1992, did not approve the bids in favour of the petitioner. It is this resolution of the Trust that has been impugned in the present writ petition.

(3) It is mentioned in the impugned resolution (Annexure P-4) that earlier auction had taken place in the same Scheme on 29th January, 1992 and 28th February, 1992. On 29th January, 1992 for the similar shop-cum-flats sites, the minimum price fetched was Rs. 1,65,000 and maximum Rs. 2,63,000; whereas on 28th February, 1992, the minimum price offered was Rs. 2,63,000 and the maximum was Rs. 2,81,000. It is not disputed that the minimum and maximum bids in respect of shop-cum-flats sites on 29th January, 1992 and 28th February, 1992 (the figures have already been given above) were approved by the Trust. In the Resolution, dated 6th July, 1992, the Trust has not given any reasons as to why the bids of Shop-cum-flats sites No. 1 and 2, which were Rs. 2,40,000 and Rs. 2,01,000 respectively, were not being approved.

(4) It has been averred in the petition and not denied by the respondents that Shri Harkesh Singh Sidhu, Chairman of the Trust and Deputy Director, Local Bodies, Punjab, Chandigarh and Shri P. S. Gill, Executive Officer of the Trust and Sub Registrar, Patiala, as a nominee of the Deputy Commissioner, Patiala, were present at the time when the auction took place. It is not the case of the respondents that there was any flaw or irregularities in the conduct of the auction. As observed above, the reserve price of the Shop-cum-Flats sites was fixed at Rs. 1,25,000. The highest bids of Rs. 2,40,000 and Rs. 2,01,000 respectively of Shop-cum-Flats sites No. 1 and 2 were much higher than the reserve price. If the bids less than the maximum price, which was fetched by the similar Shop-cum-Flats sites in the earlier auction held on 29th January, 1992 and 28th February, 1992, were not to be accepted, then there was no question of fixing the reserve price at Rs. 1,25,000. In the earlier auctions held on 29th January, 1992 and 28th February, 1992, a bid

of Rs. 1,65,000 was also accepted. Apart from this, the Officers conducting the auction, which included the Chairman of the Trust, accepted the bid at the spot and got $\frac{1}{4}$ th price deposited. If the reserve price was fixed at a figure which was the highest bid in the last auction then it could possibly be said that the price offered at the time of the impugned auction was lower than the reserve price. The price offered was even more than the average price fetched by the similar shop-cum-flats site in the last auctions. Simply because, later on if a fresh auction is held, the property may fetch a little more price, cannot be a ground, without anything more, to set aside the auction or not to approve the auction. If this is allowed, perhaps no auction would be approved, as normally if the same property is put to auction a little later, it may fetch a little more price.

(5) The petitioner, who is present in person, however, has offered so as to avoid any further litigation in the matter, a sum of Rs. 2,85,000 each for Shop-cum-Flats sites No. 1 and 2, which is more than the maximum price which was offered for similar shop-cum-flats sites in the auctions held on 29th January, 1992 and 28th February, 1992. As observed earlier, the impugned auction was held on 26th June, 1992, i.e. four months after the last auction was held in which the maximum price of similar shop-cum-flat was Rs. 2,81,000. Under the circumstances, I consider the offer made by the petitioner to be reasonable as he has offered Rs. 84,000 more for shop-cum-flat site No. 1 and Rs. 45,000 more for shop-cum-flat No. 2 than the highest bids he had made for these plots, which were accepted in the auction held on 26th June, 1992.

(6) For reasons recorded above, the taking into consideration the offer made by the petitioner, the writ petition is allowed and the Resolution of the Trust, dated 6th July, 1992 (Annexure P-4) is set aside and the Respondent-Trust is directed to offer Shop-cum-Flats sites No. 1 and 2 in Shaheed Sewa Singh Thikriwala Nagar Scheme to the petitioner at Rs. 2,85,000 each and the possession be delivered to him in accordance with law, after the petitioner has completed all legal formalities. However, I make no order as to costs.

S.C.K.