P. Sakthivel Vs. The Joint Commissioner of HR and Ce, Hindu Religious and Charitable Endowment, O/o. Joint Commissioner of HR and CE, Muthusamy Nagar, Sivagangai District and Others

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SooperKanoon Citation : sooperkanoon.com/1186938

Court : Chennai Madurai

Decided On : Nov-23-2016

Judge : V. Bharathidasan

Appeal No. : Writ Petition (MD) Nos. 12988 & 19432 of 2016 & W.M.P(MD)Nos. 14012 to 14014, 15551, 9801 & 9802 of 2016

Appellant : P. Sakthivel

Respondent : The Joint Commissioner of HR and Ce, Hindu Religious and Charitable Endowment, O/o. Joint Commissioner of HR and CE, Muthusamy Nagar, Sivagangai District and Others

Judgement :

(Prayer in W.P(MD)No.12988 of 2016: Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Declaration, to declare that the tender cum public auction pertaining to the licence for collecting fees in weekly Market belonging to the third respondent temple in Survey No.227/1 for the fasli year 1426 conducted on 20.07.2016 by the third respondent as null and void and for a direction, directing the respondents to conduct retender/public auction pertaining to the licence for collecting fees in weekly market belonging to the third respondent temple in survey No.227/1 for the fasli year 1426 within the time stipulated by this Court.

Prayer in W.P(MD)No.19432 of 2016: Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus, calling for the records pertaining to the impugned re-tender notification dated 12.07.2016 along with additional tender condition dated 18.07.2016 on the file of the third respondent and the consequential impugned order dated 23.07.2016 on the file of the second respondent and quash the same as illegal and consequently for a direction, directing the respondents to conduct retender/public auction pertaining to the licence for collecting fees in weekly market belonging to the third respondent in survey No.227/1 for the fasli year 1426 within the time stipulated by this Court.)

Common Order:

W.P(MD)No.12988 of 2016, has been filed to issue a writ of declaration, to declare that the public auction conducted by the third respondent for granting licence to collect fees in weekly market belonging to the third respondent temple as null and void and to consider re-auction/retender cum public auction to the weekly market belonging to the third respondent temple.

2. W.P(MD)No.19432 of 2016 has been filed challenging the re-tender/re-auction notification dated 12.07.2016 along with additional tender condition imposed by the third respondent on 18.07.2016 directing the tenderer should pay two separate separate earnest money deposit for participating in the tender and in the public auction.

3. Heard Mr.T.Lajapathi Roy, learned counsel appearing for the petitioner, Mr.V.R.Shanmuganathan, learned Special Government Pleader appearing for the respondents 1 to 3, Mr.G.R.Swaminathan, learned counsel appearing for the 5th respondent and Mr.R.Anand, learned counsel appearing for the petitioner in W.M.P(MD)No.15551 of 2016 in W.P(MD)No.19432 of 2016.

4. According to the petitioner, the third respondent issued a tender cum public auction notification for granting licence to collect fees in the weekly market belonging to the third respondent temple for the fasli 1426, and the same was published in Tamil dailies on 27.06.2016 stating that tender cum public auction for the above said item will be held on 08.07.2016. Pursuant to the same, the petitioner submitted his tender and he has also paid a sum of Rs.23 lakhs towards earnest money deposit as per the notification by way of demand draft dated 05.07.2016 before the third respondent. It is further stated that on 08.07.2016, the said auction was not conducted and subsequently, on 12.07.2016, the third respondent issued a re-tender/re-auction notification in Tamil dailies stating that re-tender cum public auction will be conducted on 20.07.2016 at 11.00 a.m. In the above said notification, it has been clearly mentioned that the two tenders already received pursuant to the earlier notification, including the petitioner's tender will be opened on 20.07.2016.

5. In the meantime, the fifth respondent has filed a writ petition before this Court in W.P(MD)No.12586 of 2016 seeking for issuance of a writ of mandamus to direct the respondents 2 and 3 therein not to permit any tenderer with respect to item No.1 of the re-tender/re-auction notification, dated 12.07.2016, issued by the 2^{nd} and 3^{rd} respondents to participate in the auction with respect to the same item without depositing Earnest Money Deposit for participate in the auction and further direct the 2^{nd} and 3^{rd} respondents to conduct re-tender/re-auction by following the conditions appended along with re-tender/re-auction notification dated 12.07.2016 issued by the 2^{nd} and 3^{rd} respondents in letter and spirit.

6. This Court, by an order dated 18.07.2016, disposed of the said writ petition recording the submission made by the learned counsel appearing for the respondents 1 to 3, that the spirit and tenor of the conditions appended in respect of re-tender/re-auction notification, dated 12.07.2016 will be followed in true letter and spirit.

7. According to the petitioner, referring the above said order, the third respondent introduced a new condition on 18.07.2016 stating that the tenderers who are willing to participate in the public auction have to pay separate earnest money

deposit. Based on the said condition imposed on 18.07.2016, the petitioner was prevented by the third respondent from participating in the public auction for non remittance of another amount towards Earnest Money Deposit for participating the public auction as per the said notification. It is further submitted that after coming to know about the new condition issued by the third respondent on 18.07.2016, on 19.07.2016, the petitioner approached the third respondent and requested him to extend the time limit till 20.07.2016 at 3.00 p.m. enabling the petitioner to get demand draft for the additional earnest deposit amount and he has also submitted a representation dated 19.07.2016 to the third respondent. It is further submitted that even though the petitioner is ready and willing to bid for a sum of Rs.30 lakhs, the third respondent prevented the petitioner with a mala fide intention and supported the respondents 4 and 5. Subsequently, the third respondent conducted auction on 20.07.2016 at 11.00 a.m and declared the fifth respondent as highest bidder who had made his bid only for Rs.28,08,000/- and the petitioner is ready and willing to bid more amount than the offer made by the fifth respondent. In the above circumstances, challenging the auction conducted by the third respondent as well as the additional condition imposed by the third respondent on 18.07.2016, the present writ petitions have been filed.

8. The second respondent has filed a counter affidavit on behalf of the respondents 1 to 3, inter alia contending that the right to conduct weekly market on every Monday and collect licence fees in the lands in S.No.227/1, Karakudi Town, belonging to 3rd respondent temple, for Fasli 1426 viz from 01.07.2016 to 30.06.2017, along with other rights was brought for public auction vide Tender Cum Public auction notification 27.06.2016. As per the said notification, the Earnest money deposit for the said item was Rs.23,00,000/- (Twenty three lakhs). As per the notification, Tender Cum Public auction would be conducted on 08.07.2016, at 3.00 p.m at the temple office and that EMD for Tender/Public auction shall be paid on or before 6.00 p.m., on 07.07.2016 and acknowledgement shall be obtained. It is further stated that as scheduled, two tenderers viz., the petitioner herein and the fifth respondent herein had produced EMD amount and got receipt. On 08.07.2016 at 3.00 p.m, they both have submitted their tenders in a sealed cover. It is further stated that the said public auction could not be conducted as scheduled, as the Supervising officer Assistant Commissioner, HR

and CE, Virudhunagar (who was holding the of of 2nd respondent herein as in charge) could not come and therefore, the tender cum public auction was postponed. Thereafter Retender/Re auction notification wasissued on 12.07.2016. In the said notification, date for retender/re auction was fixed on 20.07.2016 at 11.00 a.m, that EMD must be paid on or before 6.00 pm, on 19.07.2016 and that those two tenders already submitted will also be opened on the day of retender/republic auction.

9. It is further stated that in the interregnum, the fifth respondent filed W.P.(MD).No.12586 of 2016 seeking mandamus not to permit the persons who have submitted the tender to participate in public auction more particularly by insisting separate EMD for it. In fact it goes without saying that as per the tender conditions, if a person wants to submit tender, he has to pay EMD and if the same person wants to participate in the public auction he has to make separate EMD. It is further stated that one cannot participate in both with single EMD since it will lead to unhealthy competition, as the person who submitted tender if he is also allowed to participate in the public auction without separate EMD, every one would participate in both with one EMD and make either the public auction or the tenders futile. It is further stated that the tenderers who are willing to participate in the public auction by paying separate EMD for reason that it would fetch more bid amount and ultimately, it would be an encouraging competition and there is also no prohibition in law for such practice.

10. It is further stated that since it was reported to this Court that the auction would strictly be conducted as per auction conditions and in fact, the tender condition stipulates that the tenderer/or the public auctioneer must deposit requisite EMD, the condition was clarified to the effect that if a tenderer wants to participate in the public auction, he should make separate EMD. In fact the tender conditions permit such clarifications. It is further stated that the 5th respondent who apprehended that the petitioner will make payment of separate EMD and participate in the auction, he filed the above writ petition. It is further stated that after submission of tender on 06.07.2016, petitioner turned to the office of the third respondent office only on 20.07.2016, the day of the re-auction. He made an oral request to participate in the re auction, but was not permitted to bid, as he has not deposited

separate EMD for it. He orally questioned the participation of fifth respondent in the auction and was suitably replied that 5th respondent had made a separate EMD deposit. Thereafter, the above said public auction was held wherein the fifth respondent and one M.Ramakrishnan participated and made a highest bids for Rs.28,08,000/ - and Rs.28,00,000/- respectively. Thereafter, the two tenders were also opened wherein the fifth respondent had quoted Rs.27,15,000/- and petitioner had quoted only Rs.20,00,000/-. Thus, among all, the tender submitted by 5th respondent for Rs.28,08,000/- was found to be more and successful. Accordingly, the auction was confirmed in his favour and he has commenced his work and is functioning. Thereafter, appropriate report has been submitted by the second respondent to the Commissioner, HR and CE. It is further submitted that since the entire auction is over, no request to extend the time limit can be extended. It is further stated that the petitioner's claim that he was ready to offer Rs.30,00,000/- is only an after thought. He has quoted only Rs.20,00,000/- in his tender, which is comparatively very much less, to the highest bid. Further, he did not make any attempt to participate in the public auction held on 08.07.2016. He simply submitted his tender alone. If he had really intended to participate in public auction, he would have made an attempt for it on 07.07.2016 and would have come to know that he must make separate EMD for it. It is further stated that none of the grounds raised in the above case are factually tenable and legally sustainable. Therefore, the above writ petitions are devoid of merits and are liable to be dismissed.

11. The fifth respondent filed a counter affidavit stating that as per the tender auction notification, the participants should pay deposit amount for auction and tender separately. As per the re-auction cum re-tender notification dated 12.07.2016, the deposit amount has to be paid on or before 19.07.2016 at 6.00 p.m. Therefore, the fifth respondent deposited amount for participating in the re-auction but the petitioner has not paid the deposit amount and thereafter, the auction was conducted. In the auction, the fifth respondent and one M.Ramakrishnan had participated in the re-auction and the fifth respondent was the highest bidder with a sum of Rs.28,08,000/- and thereafter, two tenders were opened wherein the fifth respondent quoted a sum of Rs.27,15,000/- the petitioner quoted only Rs.20,00,000/-. Since the auction amount is higher than the tender

amount, he was declared as successful bidder. The auction was also confirmed in his favour and he has started collecting fees from 25.07.2016 onwards. Apart from that as per the orders passed by this Court in W.P.(MD)No.12586 of 2016 filed by him, the third respondent conducted the tender cum public auction. Therefore, the petitioner is not entitled to get any relief as sought for in the above writ petitions.

12. Learned counsel appearing for the petitioner would submit that there is no condition stating that the tenderers should pay separate earnest money deposit for participating in the tender and in the public auction either in the original tender/auction notification dated 27.06.2016 as well as in the retender cum public auction notification dated 12.07.2016. He would further contend that in the original tender notification, it is only stated that the person who wants to participate in the tender cum public auction, he has to deposit a sum of Rs.23,00,000/- by means of demand draft and submit the same before the third respondent and get an acknowledgment for the payment of deposit of earnest money and it should be presented at the time of participating in the tender cum public auction. He would further contend that the third respondent, after receipt of the tenders and earnest money deposit, has deliberately postponed the public auction which was scheduled to be held on 08.07.2016 without any reason and subsequently, issued another tender cum public auction on 12.07.2016 in Tamil dailies stating that a re-tender/re-auction will be conducted on 20.07.2016. In the above said notification, it has been clearly mentioned that the two tenders already received pursuant to the earlier notification, including the petitioner's tender will be opened on 20.07.2016. He would further contend that there is no separate condition requiring a separate earnest money deposit at the time of participating in the public auction.

13. He would further contend that the fifth respondent has deliberately filed a writ petition in W.P(MD)No.12586 of 2016 seeking a direction to the respondents 2 and 3 therein not to permit any tenderer with respect to item No.1 of the re-tender/re-auction notification, dated 12.07.2016 issued by the 2nd and 3rd respondents to participate in the auction with respect to the same item without depositing Earnest Money Deposit for participate in the auction and further direct the 2nd and 3rd respondents to conduct re-tender/reauction by following the conditions appended along with re-tender/re-auction notification dated 12.07.2016 issued by the 2nd

and 3rd respondents in letter and spirit. He would further contend that in the above writ petition, the third respondent colluded with the fifth respondent and submitted that the tender condition imposed in the auction notification dated 12.07.2016 will be followed in its true letter and spirit, recording the same, the writ petition was closed. Thereafter, on the very same day, namely, on 18.07.2016, referring the order passed by this Court, dated 18.07.2016, the third respondent imposed the additional condition that the person who is willing to participate in the re-auction and re-tender should pay a separate earnest money deposit and therefore, on coming to know about the same, the petitioner has approached the third respondent seeking time till 3.00 p.m on 20.07.2016 to pay earnest money deposit and to conduct auction at about 3.00 p.m without heeding his request, the third respondent hurriedly conducted public auction and granted licence to the fifth respondent. He could further contend that the above act of the third respondent is per se illegal and arbitrary and with a mala fide intention, the licence was granted to the fifth respondent.

14. Learned counsel appearing for the petitioner would submit that even today, the petitioner is ready and willing to pay Rs.45 lakhs, if the fresh auction is directed to be conducted.

15. Per contra, V.R.Shanmuganathan, learned Special Government Pleader appearing for the respondents 1 to 3 submitted that there is no mala fide intention on the part of the respondents 1 to 3 as alleged by the petitioner. He would further contend that even as per the original tender notification, the person who is willing to participate in the tender cum public auction has to deposit a sum of Rs.23 lakhs towards earnest money deposit by means of demand draft and submit the same before the third respondent on or before 07.07.2016 and even in the re-tender cum public auction notification, the same condition was imposed stating that they should pay amount towards earnest money deposit on or before 19.07.2016 for participating in the public auction. However, the petitioner did not pay the earnest money deposit for participating the public auction and therefore, he was not permitted to participate in the tender cum public auction and since the fifth respondent being the highest bidder, the licence was granted to him. He would further contend that the relief sought for by the petitioner cannot be granted at this

stage, hence, the writ petitions are liable to be dismissed.

16. Mr.G.R.Swaminathan, learned counsel appearing for the fifth respondent submitted that in the original tender/auction notification is very clear that the person who is willing to participate in the tender cum public auction should pay earnest money deposit separately. He would further contend that pursuant to the order passed by this Court in W.P(MD)No.12586 of 2016, the additional condition came to be issued on 18.07.2016. He would further contend that once auction was confirmed, it cannot be set aside under Article 226 of the Constitution of India. He would further contend that pursuant to the licence granted in favour of the fifth respondent, now he is collecting fees from the month of July 2016 onwards and he cannot be disturbed at this stage and therefore, the auction notification need not be set aside.

17. Mr.R.Anand, learned counsel appearing for the Weekly Market Vendors Welfare Association who are all sought to be impleaded as party respondents in W.P(MD)No.19432 of 2016 submitted that the members are doing business in the weekly markets and paying rent to the fifth respondent pursuant to the licence granted to the fifth respondent and therefore, they are proper and necessary parties. He would further submit that now they are paying lesser amount of rent commensurate with the bid amount paid by the fifth respondent, if reauction is conducted and higher amount is offered by some other persons, they will be compelled to pay higher rent.

18. I have considered the submissions made by the learned counsel appearing for the respective parties and perused the materials available on record and also given my anxious consideration to the issues involved in this case.

19. The main dispute revolves around the tender condition imposed by the third respondent in the tender cum public auction notification in respect of payment of earnest money deposit. It is useful to refer the condition found in the first tender cum public auction notification dated 27.06.2016 which reads as follows:-

Tamil

20. The second retender cum public auction notification dated 12.07.2016 the following condition is imposed as under:-

Tamil

21. A bare reading of the above conditions shows that any person willing to participate in the tender cum public auction is directed to deposit the earnest money deposit in a nationalised bank in favour of the third respondent by way of demand draft and submit the same to the third respondent and get an acknowledgment. As per the condition No.3, the person who is willing to participate in the tender cum public auction should be present in the tender/auction along with acknowledgment for payment of earnest money deposit. The above conditions do not contemplate that the tenderers should pay separate earnest money deposit for participating in the tender and in the public auction.

22. It is also pertinent to note that the additional condition imposed on 18.07.2016, reads as follows:-

1) Tamil W.P(MD)No.12586 of 2016, dated 18.07.2016, **Tamil** .

23. If the contention of the learned counsel appearing for the respondents 1 to 3 is accepted, there is no necessity for imposing additional condition that too on 18.07.2016, directing the parties to pay separate earnest money deposit for participating in the retender and in the re-auction. It is very clear that only on 18.07.2016, the third respondent introduced a new condition in the retender cum notification directing the parties to pay separate earnest money deposit for participating in the retender and in the reauction. Apart from that, while imposing new condition on 18.07.2016, the third respondent made a reference to the order passed by this Court in W.P.(MD)No.12586 of 2016, dated 18.07.2016 stating that pursuant to the order passed by this Court, the above said tender condition has been introduced.

24. Now we have to see whether any such direction has been issued in the order passed by this Court directing the third respondent to impose new condition. As stated earlier, the fifth respondent has filed W.P(MD)No.12586 of 2016, seeking

for the issuance of a writ of mandamus to direct the respondents 2 and 3 therein not to permit any tenderer with respect to item No.1 of the re-tender/re-auction notification, dated 12.07.2016 issued by the 2nd and 3rd respondents to participate in the auction with respect to the same item without depositing Earnest Money Deposit for participate in the auction and further direct the 2nd and 3rd respondents to conduct re-tender/reauction by following the conditions appended along with re-tender/re-auction notification dated 12.07.2016 issued by the 2nd and 3rd respondents in letter and spirit. During the course of hearing, learned counsel appearing for the respondents 1 to 3 submitted before this Court that the spirit and tenor of the conditions appended in respect of re-tender/reauction notification, dated 12.07.2016, will be followed in true letter and spirit. Recording the said submission made by the learned counsel, the said writ petition was disposed of. The relevant portion of the said order reads as follows:

3. Mr.V.R.Shanmuganathan, learned Special Government Pleader for the respondents 1 to 3, informs this Court that the spirit and tenor of the conditions appended in respect of the re-tender/re-auction notification, dated 12.07.2016, will be followed in true letter and spirit and the same is hereby recorded.

4. In view of the above, this Court comes to an inevitable and irresistible conclusion that nothing survives for adjudication in the present writ petition and accordingly, the writ petition is disposed of leaving the parties to bear their own costs. Consequently, connected miscellaneous petitions are closed.

25. From the reading of the above, it is clear that there is no specific direction in the order passed by this Court to impose such condition, this Court simply recorded the statement of the learned counsel appearing for the respondents 1 to 3 and closed the writ petition.

26. Apart from that once earnest money deposit by way of guarantee has been deposited by the tenderer, there is no necessity for the tenderer to pay another security deposit at the time of participating in the public auction. The earnest money deposit required by the third respondent is only to ensure that a person participating in the public auction must have the financial capacity to pay the bid amount and it is only a guarantee that contract will be fulfilled. In other words, the

above security deposit is given to bind the contract. In similar circumstances, the Supreme Court in Shree Hanuman Cotton and others Vs.Tata Air Craft Ltd., reported in AIR 1969 (3) SCC 522, has held as follows:

21. From a review of the decisions cited above, the following principles emerge regarding earnest :

(1) It must be given at the moment at which the contract is concluded.

(2) It represents a guarantee that the contract will be fulfilled or, in other words, earnest is given to bind the contract.

(3) It is part of the purchase price when the transaction is carried out.

(4) It is forfeited when the transaction falls through by reason of the default or failure of the purchaser.

(5) Unless there is anything to the contrary in the terms of the contract, on default committed by the buyer, the seller is entitled to forfeit the earnest.

27. Since the earnest money deposit represents the guarantee given by the tenderer for participating in the tender or public auction, there is no necessity to give two separate earnest money deposits for the very same auction, and furnishing two separate earnest money deposits is not at all required.

28. In the above circumstances, it is evident that the third respondent has deliberately imposed a new condition on 18.07.2016, referring the order passed by this Court which was not available in the earlier notifications. Apart from that from the perusal of documents, it is clear that the petitioner has approached the third respondent and requested him to give time till 3.00 p.m on 20.07.2016, enabling him to pay earnest money deposit for participating in the auction which was not at all considered by the third respondent and the third respondent has acted with a mala fide intention in collusion with the fifth respondent and prevented the petitioner from participating in the auction. From the above discussion, it is very clear that the third respondent has acted only in the benefit of the fifth respondent.

29. The Hon'ble Supreme Court in Ramana Dayaram Shetty Vs.International Airport Authority of India and others reported in (1979) 3 SCC 489 has held as follows:

.....It was argued for the Government that no person has a right to enter into contractual relationship with the Government and the Government, like any other private individual, has the absolute right to enter into contract with any one it pleases. But the Court, speaking through the learned Chief Justice, responded that the Government is not like a private individual who can pick and choose the person with whom it will deal, but the Government is still a Government when it enters into contract or when it is administering largess and it cannot, without adequate reason, exclude any person from dealing with it or take away largess arbitrarily. The learned Chief Justice said that when the Government is trading with the public, "the democratic form of Government demands equality and absence of arbitrariness and discrimination in such transactions. The activities of the Government have a public element and, therefore, there should be fairness and equality. The State need not enter into any contract with anyone, but if it does so, it must do so fairly without discrimination and without unfair procedure." This proposition would hold good in all cases of dealing by the Government with the public, where the interest sought to be protected is a privilege. It must, therefore, be taken to be the law that where the Government is dealing with the public, whether by way of giving jobs or entering into contracts or issuing quotas or licences or granting other forms of largess, the Government cannot act arbitrarily at its sweet will and, like a private individual, deal with any person it pleases, but its action must be in conformity with standard or norms which is not arbitrary, irrational or irrelevant. The power or discretion of the Government in the matter of grant of largess including award of jobs, contracts, quotas, licences etc., must be confined and structured by rational, relevant and non-discriminatory standard or norm and if the Government departs from standard or norm in any particular case or cases, the action of the Government would be liable to be struck down, unless it can be shown by the Government that the departure was not arbitrary, but was based on some valid principle which in itself was not irrational, unreasonable or discriminatory.

30. In the above circumstances, this Court is of the view that the entire auction conducted by the third respondent is arbitrary and illegal and it was conducted with mala fide intention only to favour the fifth respondent. Hence, the public auction conducted by the third respondent is liable to be set aside and with a direction to the third respondent to conduct fresh public auction for granting licence to the market.

31. In the affidavit filed in support of this writ petition it is stated that the petitioner is ready and willing to pay Rs.30 lakhs. Today, learned counsel appearing for the petitioner would also submit that the petitioner is ready and willing to pay Rs.45 lakhs. Even though the above offer made by the petitioner cannot be accepted at this stage, but certainly, this Court can take a judicial notice for the purpose that if proper auction is conducted, the bid amount will be much higher than what was offered by the fifth respondent.

32. So far as the contention of the learned counsel for the fifth respondent that licence was granted in favour of the fifth respondent, he has also deposited the entire amount and collecting licence fees from the month of July 2016 and it cannot be disturbed, Since the auction conducted by the third respondent is set aside, the third respondent is directed to refund the amount paid by the fifth respondent after proportionately deducting the licence fee for the period in which the fifth respondent is in possession of the market.

33. So far as the impleading petition is concerned, they were permitted only by the fifth respondent to run the shops in the market and it is only an apprehension that if reauction is conducted, they may require to pay more amount, they are not the persons interest in the writ petition and they are not necessary parties therefore, W.M.P.(MD)No.15551 of 2016 is dismissed.

34. In the result, the writ petitions are allowed. The public auction conducted by the third respondent on 20.07.2016 in respect of weekly market (item No.1) in Survey No.227/1 for the fasli year 1426, is set aside and the additional condition imposed by the third respondent requiring a separate earnest money deposit for participating in the reauction is also set aside. Further, the third respondent is directed to conduct fresh public auction pursuant to the retender/reauction notice

dated 12.07.2016 in respect of the above said item, after issuing due publication and the third respondent is directed to conduct the public auction within a period of three weeks from today. No costs. Consequently, W.M.P(MD)Nos.14012 to 14014 of 2016 are closed.