

**Dlf Universal Limited Vs. the Additional Chief Engineer, Nuclear Power Corporation of India Limited and ors.**

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**SooperKanoon Citation :** [sooperkanoon.com/380448](http://sooperkanoon.com/380448)

**Court :** Karnataka

**Decided On :** Jul-12-2004

**Reported in :** I(2005)BC21; 2004(5)KarLJ116

**Judge :** K.L. Manjunath, J.

**Acts :** [Constitution of India](#) - Articles 14 and 226; Land Acquisition Act - Sections 4(1)

**Appeal No. :** Writ Petition No. 18678 of 2004

**Appellant :** Dlf Universal Limited

**Respondent :** The Additional Chief Engineer, Nuclear Power Corporation of India Limited and ors.

**Advocate for Def. :** Ashok N. Naik, Adv. for Respondents 1 and 2 and ;Satish M. Doddamani, Additional Govt. Adv. for Respondent-3

**Advocate for Pet/Ap. :** Ashok Haranahalli and ;J.C. Seth, Advs.

**Disposition :** Petition dismissed

**Judgement :**

ORDER

**K.L. Manjunath, J.**

1. On 22-2-2004, respondents 1 and 2 invited tenders for the sale of their land situated in Survey Number 16 measuring 8.875 acres, Sy. No. 17 measuring 5.225 acres, a portion of Sy. No. 18 measuring 6.613 acres, a portion of Sy. No. 146 measuring 8.350 acres in all measuring 29.063 acres, situated on Old Madras Road, Bangalore.

2. Pursuant to the tender notification, the petitioner submitted its bid in a sealed cover on 31-3-2004 along with an earnest money deposit of Rs. 10.00 lakhs, A copy of the tender notification is produced as Annexure-B to the writ petition. With certain conditions the petitioner offered to pay a sum of Rs. 5,57,56,800/- per acre. When the tenders were opened in the presence of all the bidders, the petitioner's bid was found to be highest. On 1-4-2004, the respondents sent a fax message stating that the petitioner should withdraw the condition imposed in its tender. The said letter is produced as Annexure-E to the writ petition. The condition imposed in the tender reads hereunder:

'Our bid is subject to NPCIL confirming to us that the properties in question are not under acquisition and/or no acquisition proceedings by any authority(s) are pending or there are no impending acquisition proceedings or no knowledge of any likelihood of acquisition or intention of acquisition by any authority(s) covering the properties in question, now and on the date of transfer of such lands before we make any farther payment to NPCIL'.

3. The respondents sent a Fax message stating that it was brought to the notice of the representatives of the petitioner about the proposal to acquire the property by the Government even before acceptance of the tender. Again on 12th April, 2004 as per Annexure-H to the writ petition, the respondents called upon the petitioner to deposit 10% of the amount quoted by the petitioner.

4. According to the respondents, the Government proposed to acquire the land for the benefit of Bangalore Mass Rapid Transit Limited. It is also the case of the respondents that they have moved the Government to grant N.O.C. to alienate the land in question by dropping the proposal to acquire the lands. The said

proceedings are pending consideration. In the meanwhile, the respondents called upon the petitioner to pay the amount as per terms and conditions of the tender notification. The petitioner instead of depositing 10% of the bid amount as per terms and conditions of the tender has filed this writ petition requesting this Court to issue a writ of mandamus directing the respondents 1 and 2 to accept its bid in accordance with the tender documents after it is declared to be free from any acquisition proceedings by the 3rd respondent or any of its authorities and to direct the 3rd respondent-State Government to consider the availability of alternative land for construction of depot of BMRTL and thereby make the land in question free from acquisition.

5. I have heard the learned Counsels for the petitioner parties.

6. In this writ petition, the petitioner is requesting the Court to direct the respondents to accept the offer made by him and also to keep the bid of the petitioner in abeyance till the land is made free from acquisition by the Government and also to direct the State Government to consider the availability of alternative land for the benefit of the BMRTL.

7. In the first place, the petitioner cannot request this Court to direct the State Government to find out alternative land. Whenever, a land is required for public purpose, it is the prerogative of the 3rd respondent to acquire such land. The petitioner has no right to request this Court to direct the 3rd respondent to go for an alternative land. Therefore, prayer No. 3 cannot be considered by this Court.

8. The next point to be considered is whether the petitioner can participate in tender by imposing his own conditions and whether the petitioner can request the Court to direct the authorities who invited tenders, to accept the tender submitted by the petitioner with conditions. The respondents with an intention to alienate the lands, has invited tenders from various persons imposing certain terms and conditions. If the applicant or any other person are willing to purchase the property of the respondents, abiding by the terms and conditions of the tender, they can participate, but the petitioner or any other person cannot dictate terms to the respondents and participate in the tender. If the petitioner or any other intending tenderer are not interested to purchase the property with the terms and conditions

imposed by the respondent, they can keep themselves away from the participation.

9. In the instant case, respondents have not mislead the petitioner or any other persons. When the notification was issued by the respondents there was no proposal by the Government to acquire land and even otherwise it is the case of the respondents that the proposal to acquire land was made known to the representative of the petitioner. If it is so, there was no need or necessity for the petitioner to have participated in the tender. When once the offer is made by the petitioner, it is the duty of the petitioner to pay 10% of the amount to the respondents 1 and 2 as per terms and conditions of the tender notification. The petitioner without paying 10% of the amount to the respondents 1 and 2 in terms of the tender conditions is requesting this Court to keep his offer pending for ever until the respondents 1 and 2 get a clearance from the 3rd respondent. Admittedly, when the notification was issued by the respondents 1 and 2, the acquisition proceedings were not proposed by the respondents and there is only a proposal to acquire the land in question and till today no notification as required under Section 4(1) of the Land Acquisition Act has been issued. Therefore, this Court does not see any reason to find any fault with the respondents 1 and 2 in issuing notification as per Annexure-B. If really, the petitioner is so much interested in the land in question, by adhering to the terms and conditions of the notification can only request the respondents 1 and 2 to move the Government to drop the proposal to acquire the land without depositing 10% of the amount, the petitioner cannot maintain this writ petition thereby preventing the respondents 1 and 2 from accepting the other bidders who are ready and willing to purchase the property with the risk of proposed acquisition by the 3rd respondent.

10. Learned Counsel for the petitioner has referred to the following judgments in support of his arguments:

1. ABL International Limited v Export Credit Guarantee Corporation of India Limited, : (2004)3SCC553 ;

2. West Bengal Electricity Board v Patel Engineering Company Limited and Others, : [2001]1SCR352 ;

3. Monarch Infrastructure (Private) Limited v Commissioner, Ulhasnagar Municipal Corporation, : AIR 2000 SC2272 ;

4. Jai Durga Finvest Private Limited v State of Haryana and others., : AIR 2004 SC1484

10-A. None of these judgments are helpful to the petitioner considering the facts and circumstances of those cases. Therefore, this Court is of the opinion that the petitioner has no case on merits and the reliefs sought by the petitioner are frivolous in nature and there is no cause of action for the petitioner's Counsel.

11. In the result, this petition is dismissed.

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