



**HIGH COURT OF JUDICATURE FOR RAJASTHAN  
BENCH AT JAIPUR**



D.B. Civil Special Appeal (Writ) No. 833/2018

In

S.B. Civil Writ Petition No.11728/2015

Rajasthan State Industrial Development And Investment Corporation Ltd., Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan)  
Represented Through Its Managing Director

---Respondent-Appellant

Versus

M/s Karam Bhoomi Estates, S-20, Niti Marg, Bhawani Singh Road, C-Scheme, Jaipur (Rajasthan) Represented Through Shri Sanjeev Mittal S/o R.k. Mittal (Partner Of The Firm).

---Petitioner-Respondent

Connected With

D.B. Civil Special Appeal (Writ) No. 726/2019

In

S.B. Civil Review Petition No.182/2018

In

S.B. Civil Writ Petition No.11728/2015

Rajasthan State Industrial Development And Investment Corporation Ltd., Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan)  
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---Petitioner-Respondent

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For Appellant(s) : Mr. Rajendra Prasad, Sr. Adv. assisted by Mr. Ashish Sharma  
For Respondent(s) : Mr. R.N. Mathur, Sr. Adv. assisted by Mr. Utkarsh Dubey and Mr. Abhishek Mewara

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**HON'BLE THE ACTING CHIEF JUSTICE MR. SANJEEV PRAKASH SHARMA  
HON'BLE MRS. JUSTICE SANGEETA SHARMA**

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**Date of conclusion of arguments** : **17/12/2025**  
**Date on which judgment was reserved** : **17/12/2025**  
**Whether the full judgment or only the operative part is pronounced** : **Full judgment**  
**Date of pronouncement** : **8th/01/2026**  
**(Per Hon'ble the Acting Chief Justice)**

1. These are two appeals preferred by the Rajasthan State Industrial Development and Investment Corporation Ltd. (for short, 'RIICO'). D.B. Special Appeal Writ No.833/2018 is preferred against the order dated 22.02.2018 passed by the learned Single Judge whereby, the writ petition has been disposed of in favour of the respondent/writ petitioner, while D.B. Civil Special Appeal Writ No.726/2019 has been preferred assailing the order passed by the learned Single Judge dated 22.02.2019 whereby, the review petition was disposed of correcting the statement of fact in its earlier order dated 22.02.2018 and last two paras of the judgment were corrected and the direction of payment of interest on the delayed amount was recalled while maintaining the rest of the order. In order to understand the controversy involved, it would be apposite to notice some of the facts which have been carved out from the arguments advanced before the Court, as under:

### **Facts of the case**

2. An invitation of bid was advertised by the RIICO for allotment of 13 acres undeveloped land situated in Akera Doongar, Tehsil Amer, District Jaipur on 22.03.2001. The land was to be allotted for industrial and non-industrial purposes. The highest bid





received for industrial purpose was of Rs.1,14,000/- per acre and Rs.1,30,500/- per acre for non-industrial purposes. The RIICO having found the bids as deficient against the market price, decided to issue a fresh bid invitation notice on 31.03.2001 with a clause that those who have already deposited the security amount would be eligible to participate for price higher than the earlier highest bids. The writ petitioner-firm deposited earnest money of Rs.2,00,000/- and proposed a bid for Rs.4,26,000/-. It may be noticed that the reserve price was fixed as 1,14,000/- per acre for industrial use and 1,30,500/- for non-industrial use. The highest bid of the petitioner was for Rs.4,26,000/- per acre for non-industrial purposes. The writ petitioner also deposited the earnest money of Rs.2,00,000/- on 07.04.2001. In spite of the highest bid, the RIICO did not accept the bid and did not issue the allotment letter to the writ petitioner-firm and a fresh tender notice was issued on 24.04.2001 for non-industrial purposes with a reserve price of Rs.4,26,000/- per acre. The RIICO again changed the tender condition. Aggrieved thereto, the writ petitioner-firm filed a civil suit before the Additional Civil Judge (Senior Division), challenging the approach in inviting fresh tender and not finalizing the writ petitioner's tender. The Trial Court issued a temporary injunction on 19.05.2001, restraining the respondents from proceeding with fresh tender notice dated 24.04.2001. The appellant-Corporation vide its decision dated 30.5.2001 decided not to file any appeal against the order dated 19.05.2001 and on 13.06.2001, the RIICO accepted the bid of the writ petitioner-firm and directed the writ petitioner-firm to deposit





25% of the total amount along with security deposit of Rs.55,380/- within 24 hours. The writ petitioner deposited the DD on 14.06.2001. Rest of the amount of Rs.41,96,960 was deposited on 31.08.2001 and 03.09.2001. The land was demarcated by the Patwari on 03.10.2001 and the RIICO was requested to execute the lease deed vide letter dated 21.11.2001 in favour of the writ petitioner, a reminder was also issued on 18.12.2001 and 14.10.2002.

3. The writ petitioner was informed about the decision of the Committee constituted by the Corporation vide letter dated 04.07.2003, and decided not to issue the lease deed until the civil suit attains finality. Thereafter, on 29.07.2004, the learned Trial Court decreed the suit in favour of the petitioner-firm and directed the appellant herein to execute the lease deed. First appeal was preferred before the ADJ No.6, Jaipur City. On 09.08.2005, the first appeal was allowed in favour of the appellant, whereafter the petitioner-firm filed the second appeal before the High Court assailing the order of 09.08.2005. The High Court passed a status quo order on 24.11.2005 and on 09.12.2005. The RIICO cancelled the allotment letter in spite of the status quo order prevailing. In the order dated 09.12.2005, it was mentioned that the High Court has set aside the order of the trial Court vide order dated 09.08.2005 whereas, no such order of cancellation or setting aside the decree passed by the ADJ No.6 was passed on 09.08.2005. Simply, status quo order was passed. Thereafter opinion was sought relating to the petitioner-firm having informed of the change of constitution of the firm. It was stated that the prior



approval in change of constitution of the firm is required based on the circular dated 08.07.2002, which has been contested by the writ petitioner stating that the circular does not record such prior approval to be taken for change of the Constitution.

4. On 05.12.2011, the Infrastructure Development Committee (for short, 'IDC') of the RIICO took a decision to execute the lease deed in favour of the writ petitioner. However, this decision laid down an embargo, i.e., subject to withdrawal of the pending second appeal filed by the writ petitioner herein. Upon such assurance given by the appellant RIICO, the writ petitioner decided to withdraw the second appeal and moved an application for withdrawal which was accepted by the Court on 23.12.2011. Even after withdrawal of the second appeal, the allotment orders were not issued. On the other hand, on 16.05.2012 opinion was sought from the Advocate General as to whether the RIICO could execute the lease deed. Issue relating to addition of partners of the firm was also taken up. However, after the petitioner-firm had withdrawn the second appeal in terms of the assurance given by the IDC vide its letter dated 05.12.2011, the RIICO withdrew its letter dated 09.12.2005 vide order dated 30.12.2011. From 26.12.2011 to 11.02.2014 several representations were made by the writ petitioner. Whereafter IDC of the RIICO took a decision in its meeting dated 26.02.2014 and communicated to the writ petitioner to return the amount which the writ petitioner had deposited. S.B. Civil Writ Petition No. 3413/2013 was thereafter filed, wherein vide judgment dated 03.02.2015 the orders dated 11.03.2014, 14.03.2014 and decision dated 26.02.2014 relating





to refund of amount were set aside and quashed. Representation was submitted by the writ petitioner thereafter for execution of the lease deed. The RIICO issued a show cause notice under Rule 24(1) of the RIICO Disposal of Land Rules, 1979 as to why the allotment should not be withdrawn to which a reply was filed by the writ petitioner on 20.05.2015 and thereafter the legal notice was also sent to which a reply was filed on 16.07.2015 by the RIICO and a decision was taken on 05.08.2015 to cancel the allotment. As per the order dated 05.08.2015, the lease of land was canceled on the ground that the allotment of land dated 14.06.2001 was in pursuance of the interim order passed by the Trial Court in temporary injunction which could not be concluded into a contract and further, that the firm had made changes in the partnership by inclusion/exclusion during the status quo order passed on 24.11.2005 and the allotment letter dated 14.06.2001 was withdrawn. Vide another letter dated 05.08.2015, the amount of Rs.1,27,62,823/- was directed to be refunded after deduction of TDS of 20%. The refundable amount was assessed as Rs.1,13,37,527.00.

5. The learned Single Judge after considering the arguments, proceeded to hold that the order deserves to be interfered with as Rule 24(1) of the Rules of 1979 provides for a chance to cure any breach. It was also held that the status quo order passed by the Court was not to debar the change of constitution of the partnership, but was pertaining to the land. While passing the final order it, however, erroneously proceeded to hold that the remaining amount had been deposited after a long delay, i.e., in





2011. The said part of the order was corrected in review by the learned Single Judge noticing that the entire amount had already been deposited earlier. In the instant appeals, the RIICO has challenged the two orders passed by the learned Single Judge.

### **Submissions of the Parties**

6. Shri Rajendra Prasad, learned Senior Counsel appearing on behalf of the appellant RIICO, has vehemently argued and submitted that the decision taken to allot the land was solely on the basis of the temporary injunction order passed by the Civil Court. He submits that the RIICO had already informed the writ petitioner of keeping the decision regarding issuance of lease deed in abeyance till final outcome of the civil suit whereafter, it had amended the suit and brought subsequent events on record and the suit was decreed directing the RIICO to execute the lease deed. However, so far as the allotment letter is concerned, the same was solely on the basis of the interim order passed on 19.05.2001 which was not challenged by the RIICO in appeal. The allotment order having merged in the final decree and the final decree having been set aside in appeal by the concerned Additional District Judge, therefore, could not be a reason to direct reviving the allotment order, more so, as the second appeal preferred by the writ petitioner was withdrawn. Learned counsel submits that legally the order passed by the learned Single Judge, therefore, deserves to be set aside.

7. Learned senior counsel further submits that the decision to again put the land in auction which was originally challenged by





the writ petitioner in civil suit is, therefore, revived and the allotment order has rightly been cancelled. The decision dated 05.08.2015, therefore, did not deserve to be interfered with. He has also relied on the recent judgment passed in the case of **Kamla Nehru Memorial Trust and Anr. Vs. U.P. State Industrial Development Corporation Limited and Ors.: 2025 SCC Online SC 1264** to submit that the public trust doctrine in allocation of resources as invoked in the said case needs to be noticed in the present case.

8. Learned senior counsel has also relied on principle of equity and cited **Union of India and Ors. Vs. Godfrey Philips India Ltd.: AIR 1986 SC 806, Union of India and Ors. Vs. Unicorn Industries: (2019) 10 SCC 575, Shrijee Sales Corporation and Anr. Vs. Union of India: (1997) 3 SCC 398** in support of his submissions. He also relies on **State of U.P. Vs. Prem Chopra: (2024) 12 SCC 426.**

9. Per contra, Shri R.N. Mathur, learned Senior Counsel appearing for the respondent-writ petitioner, submits that the decision of IDC cannot be challenged in the present appeal. The IDC is a Committee formed by the RIICO itself to take a decision to allot the land to the auction purchaser. It is submitted that at the relevant time, the highest price quoted by the writ petitioner was four times that of reserved price. The auction was nowhere cancelled and without cancellation, a decision was taken to again invite bid treating highest price raised by the writ petitioner as the reserved price. Such decision was wholly illegal and arbitrary. The





decreed was passed in favour of the writ petitioner which was set aside by the appellate Court without taking into consideration the facts of the case and therefore, when a second appeal was filed, status quo order was passed by this Court. IDC thereafter took a decision and issued a letter asking the writ petitioner to withdraw the appeal if it wanted the matter to be resolved and allotment to be made. Based on the promise made, the writ petitioner withdrew its appeal. In these circumstances, it cannot be said that the order of the appellate Court had been revived. In fact, it would mean that in terms of the promise made by the RIICO, the suit itself would be treated to have been withdrawn as the appellant had agreed to proceed further and execute the lease deed.

10. Learned senior counsel has also invited attention to the order passed by the Court allowing withdrawal which reflects of the promise made by the appellant. He, therefore, submits that it is a case of out of Court settlement which bound both the parties and the appellant cannot be allowed to wriggle out of it. Independently, the learned Single Judge has also examined the order of cancellation dated 05.08.2015 and has noticed that both the reasons coming forward were unjustified. He, therefore, submits that in terms of the judgment passed by the Supreme Court in the case of **Union of India and Ors. Vs. Godfrey Philips India Ltd.: (1985) 4 SCC 369** and in terms of the facts that more than fifteen years have lapsed since the writ petitioner had deposited the entire amount and it is not a case where the respondent-writ petitioner is at fault, they should not be made to suffer merely because the land price for which the petitioner had





put up a bid for auction has increased, which was accepted and the amount that was kept by the respondents, cannot be frustrated in this manner merely because of the change of the officers and change of the stand of the Government. It is submitted that the appellant cannot be allowed to approbate and reprobate.

**Relevant case laws:**

11. **In Union of India Vs. Godfrey Philips India Ltd.: AIR 1986 Supreme Court 806**, the respondents were manufacturer of cigarettes. The question arose whether the cost of final packing in the corrugated fibre board containers relating to the package which were in packing of 10 and 20 and the cost of secondary packing in cartons and outer should also include the aforesaid cost of final packing in corrugated fibre in terms of Section 4(4)(d)(i) of the Central Excise and Salt Act, 1944. The Union of India contended that whatever being the packing primary or secondary, in which the cigarettes are packed when delivered to the buyer in the course of wholesale trade, the cost of such packing would be liable to be included in the value of cigarettes. The respondents urged that though it was true that the explanation did not make any distinction between the primary packing and secondary packing, the cost of only such secondary packing were liable to be included as was necessary for sale of cigarettes in the wholesale trade and not the cost of secondary packing which was necessitated in order to protect the packed cigarettes and prevent them from being damaged during the course of transportation



from the factory gate to the godowns. Thus, the packing charges in corrugated fibre board containers was not necessary for the purpose of sale of cigarettes. While considering the said aspects, the contention relating to promissory estoppel was examined and it was held as under:

*"9. Now the doctrine of promissory estoppel is well-established in the administrative law of India. It represents a principle evolved by equity to avoid injustice and, though commonly named promissory estoppel, it is neither in the realm of contract nor in the realm of estoppel. The basis of this doctrine is the interposition of equity which has always, true to its form, stepped in to mitigate the rigour of strict law. This doctrine, though of ancient vintage, was rescued from obscurity by the decision of Mr. Justice Denning as he then was, in his celebrated judgment in Central London Property Trust Ltd. v. High Trees House Ltd. (1956) 1 All ER 256. The true principle of promissory estoppel is that where one party has by his word or conduct made to the other a clear and unequivocal promise or representation which is intended to create legal relations or affect a legal relationship to arise in the future, knowing or intending that it would be acted upon by the other party to whom the promise or representation is made and it is in fact so acted upon by the other party, the promise or representation would be binding on the party making it and he would not be entitled to go back upon it, if it would be inequitable to allow him to do so, having regard to the dealings which have taken place between the parties. It has often been said in England that the doctrine of promissory estoppel cannot itself be the basis of an action : it can only be a shield and not a sword: but the law in India has gone far ahead of the narrow position adopted in England and as a result of the decision of this Court in Motilal Sugar Mills v. State of Uttar Pradesh (1979) 2 SCR 641 (AIR 1979 SC 621), it is now well-settled that the doctrine of promissory estoppel is not limited in its application only to defence but it can also found a cause of action. The decision of this Court in Motilal Sugar Mills case (supra) contains an exhaustive discussion of the doctrine of promissory estoppel and we find ourselves wholly in agreement with the various parameters of this doctrine outlined in that decision."*

12. In **M/s Motilal Padampat Sugar Mills Vs. State of Uttar Pradesh and Ors. : AIR 1979 SC 621**, which was followed in the aforesaid case, the Hon'ble Justice Shah, J. speaking on behalf of the Court, observed as under:





*"We are unable to accede to the contention that the executive necessity releases the Government from honouring its solemn promises relying on which citizens have acted to their detriment. Under our constitutional set up no person may be deprived of his right or liberty except in due course of and by authority of law : if a member of the executive seeks to deprive a citizen of his right or liberty otherwise than in exercise of power derived from the law - common or statute - the Courts will be competent to an indeed would be bound to, protect the rights of the aggrieved citizen.*

*Under our jurisprudence the Government is not exempt from liability to carry out the representation made by it as to its future conduct and it cannot on some undefined and undisclosed ground of necessity or expediency fail to carry out the promise solemnly made by it, nor claim to be the judge of its own obligation to the citizen on an ex parte appraisalment of the circumstances in which the obligation has arisen."*

13. In **M/s Motilal Padampat Sugar Mills Vs. State of Uttar Pradesh and Ors.** (supra) it was held further that public bodies are as much bound as private individuals. It was further held in another case, **Century Spinning and Manufacturing Co. Ltd. Vs. Ulhasnagar Municipal Council : AIR 1971 SC 1021**, as under:

*"Public bodies are as much bound as private individuals to carry out representations of facts and promises made by them, relying on which other persons have altered their position to their prejudice."*

*If our nascent democracy is to thrive different standards of conduct for the people and, the public bodies cannot ordinarily be permitted. A public body is, in our judgment, not exempt from liability to carry out its obligation arising out of representations made by it relying upon which a citizen has altered his position to his prejudice."*

14. Thus, considering the law as above, we find that the writ petitioner would not have withdrawn the second appeal, claiming his right for getting the lease deed executed had the appellant not given him a unanimous decision letter on 15.12.2011. The appellant cannot, therefore, turn around now and refuse to get the lease deed executed. Their subsequent action of cancelling the





allotment on the basis of different reasons is nothing but an excuse to wriggle out of their own promise.

15. It is a settled law that neither of the party to an agreement can be allowed to approbate or reprobate. Principle has been settled so in the case of **Union of India and Ors. Vs. N. Murugesan and Ors. : (2022) 2 Supreme Court Cases 25**, in which the Apex Court observed as under:

*"26. These phrases are borrowed from the Scots law. They would only mean that no party can be allowed to accept and reject the same thing, and thus one cannot blow hot and cold. The principle behind the doctrine of election is inbuilt in the concept of approbate and reprobate. Once again, it is a principle of equity coming under the contours of common law. Therefore, he who knows that if he objects to an instrument, he will not get the benefit he wants cannot be allowed to do so while enjoying the fruits. One cannot take advantage of one part while rejecting the rest. A person cannot be allowed to have the benefit of an instrument while questioning the same. Such a party either has to affirm or disaffirm the transaction. This principle has to be applied with more vigour as a common law principle, if such a party actually enjoys the one part fully and on near completion of the said enjoyment, thereafter questions the other part. An element of fair play is inbuilt in this principle. it is also a species or estoppel dealing with the conduct of party. We have already dealt with the provisions of the Contract Act concerning the conduct of a party, and his presumption of knowledge while confirming an offer through his acceptance unconditionally."*

16. In **Rajasthan State I.D.I. Corporation. Ltd. & Anr. vs Diamond & Gem Dev. Corporation Ltd. & Anr: 2013 (5) SCC 470**, the Supreme Court observed as under:

*"15. A party cannot be permitted to "blow hot-blow cold", "fast and loose" or "approbate and reprobate". Where one knowingly accepts the benefits of a contract, or conveyance, or of an order, he is estopped from denying the validity of, or the binding effect of such contract, or conveyance, or order upon himself. This rule is applied to ensure equity, however, it must not be applied in such a manner so as to violate the principles of what is right and of good conscience. [Vide Nagubai Ammal v. B. Shama Rao, CIT v. V. MR. P. Firm Muar, Ramesh Chandra Sankla v. Vikram Cement, Pradeep Oil Corpn. v. MCD, Cauvery*





*Coffee Traders v. Hornor Resources (International) Co. Ltd. and V. Chandrasekaran v. Administrative Officer.*]

16. Thus, it is evident that the doctrine of election is based on the rule of estoppel-the principle that one cannot approbate and reprobate is inherent in it. The doctrine of estoppel by election is one among the species of estoppels in pais (or equitable estoppel), which is a rule of equity. By this law, a person may be precluded, by way of his actions, or conduct, or silence when it is his duty to speak, from asserting a right which he would have otherwise had."

17. Applying the aforesaid law, we find that the contention being raised at the stage after the amount was already accepted and the respondent was even asked to withdraw its appeal, the RIICO cannot be allowed to turn back and cancel the allotment letter and refuse to get the lease deed executed.

18. In **Kamla Nehru Memorial Trust and Anr.** (supra), relied on by the learned senior counsel for the appellant, the situation was otherwise. It would be apposite to quote as under:

*"26. For the reasons stated, we are satisfied that the cancellation of allotment by UPSIDC is fully justified and in accordance with law.*

***E. INVOKING THE PUBLIC TRUST DOCTRINE IN THE ALLOCATION OF RESOURCES.***

*27. The prolonged litigation initiated by KNMT has spanned over fifteen years, unnecessarily burdening the judicial system and impeding the efficient functioning of public authorities. Such protracted disputes highlight the need for more stringent initial evaluation processes to prevent chronic defaults.*

*28. While we have upheld the cancellation due to KNMT's default, the circumstances reveal systemic concerns in the original allocation process, UPSIDC allotted the Subject Land to KNMT within merely two months of application, raising questions about the thoroughness of the evaluation. Furthermore, during the pendency of this dispute, UPSIDC demonstrated remarkable alacrity in considering alternative allotments to M/s. Jagdishpur Paper Mills Ltd.*

*29. We, therefore, consider it necessary to examine whether UPSIDC's procedure for industrial land allotment meets standards of administrative propriety, particularly in light of the Public Trust Doctrine (**Doctrine**) mandating that public resources be managed with due diligence, fairness, and in conformity with public interest.*





**30.** The Doctrine emanates from the ancient principle that certain resources (seashores, rivers and forests) are so intrinsically important to the public that they cannot be subjected to unrestricted private control, Rooted in Roman law and incorporated into English common law, this Doctrine recognizes that the Sovereign holds specific resources as a trustee for present and future generations.

**31.** In the Indian context, the Doctrine has evolved to encompass public resources meant for collective benefit, reflecting the constitutional mandate under Article 21. As held in *Natural Resources Allocation In re*, while the Doctrine does not impose an absolute prohibition on transferring public trust property, it subjects such alienation to stringent judicial review to ensure legitimate public purpose and adequate safeguards.

**32.** When a substantial tract of industrial land is allocated without a comprehensive evaluation, it raises critical questions about adherence to these principles. The Doctrine requires that allocation decisions be preceded by a thorough assessment of public benefits, beneficiary credentials, and safeguards ensuring continued compliance with stated purposes.

**33.** The allocation of 125 acres of industrial land to KNMT without a competitive process fundamentally violated the Doctrine, which demands proper procedure and substantive accountability in public resource allocation, UPSIDC ought to have considered verifiable evidence of economic benefits, employment generation potential, environmental sustainability, and alignment with regional development objectives to demonstrate that the decision serves the collective benefit. The failure to adopt transparent mechanisms not only deprived the public exchequer of potential revenue-as evidenced by the substantial appreciation in the value of such a large tract of land-but also created a system where privileged access supersedes equal opportunity. This betrays the fiduciary relationship between the State and its citizens.

**34.** Having upheld the cancellation due to KNMT's chronic default, we observe that the hasty allotment followed by years of litigation exemplifies systemic deficiencies in the allocation process. This necessitates comprehensive directions to ensure that future allocations uphold principles of transparency and accountability, thereby preventing prolonged disputes while ensuring that public resources genuinely promote industrial development and economic growth.

#### **F. CONCLUSION AND DIRECTIONS**

**35.** In light of our detailed examination of the contentions raised by the parties, the comprehensive analysis of the factual and legal matrix and the resultant conclusions, we uphold the cancellation of the allotment by UPSIDC.

**36.** The actual allotment any offer thereof made by UPSIDC in favour of M/s Jagdishpur Paper Mills Ltd. (Respondent No. 3) for the Subject Land is also declared to be illegal, contrary to public policy and is consequently annulled. However, if any





*earnest money or any payment has been received from the said prospective allottee, the same is directed to be refunded along with interest at the rate granted. by the Nationalized Banks.*

**37.** *The appeals are accordingly dismissed with no order as to costs.*

**38.** *However, considering the broader implications for the transparent allocation of public resources and the need to strengthen administrative accountability in industrial land distribution, we deem it appropriate to issue the following directions:*

**i)** *The State Government of Uttar Pradesh and UPSIDC are directed to ensure that any such allotment in the future be made in a transparent, non-discriminatory and fair manner by ensuring that such allotment process fetches maximum revenue and also achieves the larger public interest like industrial development priorities, environmental sustainability, and regional economic objectives; and*

**ii)** *The Subject Land shall also be allotted strictly in accordance with the procedure as illustrated in direction (i) above.*

**39.** *Ordered accordingly. Pending applications, if any, also stand disposed of in the above terms."*

### **Our analysis and conclusion:**

19. Having heard the learned senior counsels and noticed the arguments as above, we find that the present appeals filed by the appellant are wholly misconceived and is an attempt to deprive the rightful claim of the respondent who, on the basis of the promise made by the appellant, had withdrawn their civil proceedings initiated against the appellant.

20. It would be apposite to quote the order by which the second appeal filed by the respondent was decided by this Court on 23.12.2011, as under:

*"Counsel for the plaintiff-appellants submits that in the subject matter of this second appeal, the defendant-respondent has written a letter No.Legal/Settlement/16/2011/1484 dated 15.12.2011 to the appellant to execute the lease deed subject to the withdrawal of the present second appeal filed by the appellants against the respondent Corporation in this Court.*





*In view of the above, counsel for the plaintiff-appellants wants to withdraw the second appeal. He is allowed to do so.*

*S.B. Civil Second Appeal No.589/2005 is dismissed as withdrawn.*

*The Application No.37423 dated 17.12.2011 is disposed of."*

21. Thus, the withdrawal is based on the letter dated 15.12.2011. From a perusal of the letter dated 15.12.2011, it is apparent that the respondent was communicated the unanimous decision of the IDC of the RIICO dated 05.12.2011 to inform the writ petitioner of the decision to allow him to withdraw his appeal whereafter, the Corporation would proceed to get the lease deed registered. The writ petitioner firm had already deposited the whole of the consideration of the land and no amount was due towards the writ petitioner. Hence, upon payment of the whole consideration and restoration of allotment letter and assurance decision of the IDC, there was no reason not to proceed further to execute the lease deed as the contract stood concluded. The appellant cannot be allowed to wriggle out from such promise. The contention of the learned Senior Counsel for the appellant that it is not a case of breach of doctrine of trust is also found to be misconceived.

22. Thus, in the present facts in fact there is no fault at all on the part of the respondent which can be said to be reason for not executing the lease deed in favour of respondent.

23. In view of above, considering the law as already settled, we are unable to accept the contention raised by the learned senior counsel for the appellant.





24. The appeals are, accordingly, dismissed. The appellant shall execute the lease deed without any further delay.

25. All pending applications also stand disposed of.



(SANGEETA SHARMA),J

(SANJEEV PRAKASH SHARMA),ACTING CJ

43-44/