

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 5264/2024

Jain Family Trust, Through Chief Trustee Mr. Ramesh Parekh S/o
Late Shri Hasti Mal Parekh, Aged 74 Years, R/o B-1, Shastri
Nagar, Jodhpur.

-----Petitioner

Versus

1. State Of Rajasthan, Through Its Secretary, Local Self,
Department, G-3, Rajmahal Residential Area, C-Scheme,
Near Line Phatak, Jaipur-16, Rajasthan.
2. Director, Local Self Department, G-3, Rajmahal
Residential Area, C-Scheme, Near Line Phatak, Jaipur-16,
Rajasthan.

-----Respondents

Connected With

S.B. Civil Writ Petition No. 7288/2017

Jain Family Trust Through Chief Trustee Mr. Ramesh Parekh S/o
Late Shri Hasti Mal Parekh, Aged 74 Years, Permanent Resident
Of B-1, Shastri Nagar, Jodhpur Rajasthan-342003.

-----Petitioner

Versus

1. State Of Rajasthan Through The Secretary, Department
Of Local Self Govt, G-3, Rajmahal Residential Area, C-
Schemenear Civil Line Phatak Jaipur-16, Rajasthan.
2. Commissioner, Jodhpur Municipal Corporation, Polytechnic
College, Residency Road, Jodhpur-342001.
3. Chairman, Jodhpur Municipal Corporation, Polytechnic
College, Residency Road, Jodhpur-342001.
4. Chairman, Jodhpur Development Authority, Jodhpur
Rajasthan

-----Respondents

For Petitioner(s)	:	Mr. Chandra Shekhar Kotwani Mr. Hemant Kumar Ballani
For Respondent(s)	:	Ms. Meenal Singhvi for Mr. Rajesh Panwar, AAG Ms. Darshita Pungalia for Mr. Suniel Purohit.

HON'BLE MR. JUSTICE KULDEEP MATHUR

Order

Reserved on: 25/02/2026

Pronounced on: 27/03/2026

Facts of the case:-

1. The brief facts giving rise to the present writ petitions are that on 18.09.1982, the Urban Improvement Trust, Jodhpur (for brevity, hereinafter referred to as "UIT"), presently known as the Jodhpur Development Authority, issued a notice for auction of Plot No. E-63, Masuria, Shastri Nagar, Jodhpur, admeasuring 1003.32 square meters (hereinafter referred to as the "plot in question"). The petitioner, a family trust, through its Chief Trustee, Mr. Ramesh Parekh, participated in the auction proceedings. The bid submitted by the petitioner, i.e., Rs. 3,51,162/-, being the highest, was accepted by the respondents on 18.09.1982 (Anx-1). In accordance with the auction conditions, upon being declared the highest bidder, the petitioner deposited one-fourth of the bid amount, i.e., Rs. 88,000/-, as security on the same day with the respondents.
2. The facts, as disclosed in the writ petition and the reply filed by the respondents, indicate that after a lapse of more than ten months of the bid i.e. 18.09.1982 the petitioner on 09.08.1983 (Anx-2), submitted a cheque bearing No. 125457 issued by United Bank of India, Jodhpur, for Rs. 2,63,162/- to the Chairman, UIT, Jodhpur. The cheque, however, did not include the interest payable on account of delayed payment.
3. The petitioner, without issuance of a lease deed in its favour and after submitting the cheque of Rs. 2,63,162/- to UIT, constructed a boundary wall and a room on the plot in question.
4. UIT, Jodhpur, vide communication dated 24.01.1985, informed the petitioner that the cheque of Rs. 2,63,162/- could not be encashed and directed the petitioner to issue a fresh

cheque of the same amount, failing which the allotment would stand cancelled and the one-fourth amount of Rs. 88,000/- deposited as security would be forfeited.

5. Upon receipt of the communication dated 24.01.1985, instead of issuing a fresh cheque, the petitioner submitted several representations requesting the respondent UIT to return the original cheque bearing No. 125457 dated 09.08.1983 (Anx-2) and to initiate proceedings for issuance of a lease deed in its favour.

6. During the pendency of the aforesaid dispute, in the year 2015, the plot in question, i.e., Masuria, Shastri Nagar, Jodhpur, was transferred to the Jodhpur Municipal Corporation. It appears that after such transfer, the file pertaining to the allotment of the plot was misplaced or remained untraceable for some time.

7. Be that as it may, the competent authority, i.e., the Deputy Commissioner, Municipal Corporation, Jodhpur, vide notice dated 06.02.2017 (Anx-11), informed the petitioner that since it had failed to deposit the cost of the land/bid amount within the stipulated time as per the bid conditions, the allotment stood automatically cancelled. Thereafter, vide notices dated 01.06.2017, 09.06.2017, and 14.06.2017, the petitioner was directed to vacate the plot in question, failing which it would be forcibly evicted.

8. In the aforesaid background, the petitioner filed S.B. Civil Writ Petition No. 7288/2017 before this Court, praying for the following reliefs:-

"It is therefore, humbly prayed that the appropriate writ, order or direction be issued to the respondents authorities and the present petition may kindly be allowed and.

(I) The notice dated 06.02.2017 (Annex-1) and order dated 01.06.2017 (Annex-2) issued by the respondent Commissioner,

Municipal Corporation Jodhpur, may kindly be quashed and set aside with all consequential effects.

(ii) Respondent authorities may kindly be directed not to dispossess the petitioner from the plot situated at E-63, Masurai Shastri Nagar, Jodhpur.

(iii) Respondent authorities may kindly be directed to return the cheque dated 09.08.1983 of Rs.02,63,162/- bearing no. 125457 issued by the United Bank of India, Jodhpur.

(iv) Respondent authorities may kindly be directed to regularize the plot situated at E-63, Masuria Shastri Nagar, Jodhpur in the mane of petitioner.

(v) Any other writ or direction that may be deemed fit, just and proper may kindly be issued in favour of the petitioner.

(vi) Costs may kindly be also awarded."

9. This Court, on 14.07.2017 (Anx-14), directed the parties to maintain status quo with respect to the property in question. Subsequently, on 09.01.2018 (Anx-15), taking note of the submission of learned counsel for the petitioner that a representation had been made to the State Government against the alleged cancellation of allotment, this Court directed the State Government to consider and decide the representation in accordance with law.

10. The Director-cum-Joint Secretary, Local Self Government, Government of Rajasthan, Jaipur, after considering the matter, vide communication dated 16.04.2019 (Anx-16), directed the Commissioner, Municipal Corporation, Jodhpur, to regularize the allotment of land in favour of the petitioner by accepting the remaining amount along with applicable interest and penalty as per the Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974.

11. However, the Commissioner, Municipal Corporation, Jodhpur, did not take any step to regularize the allotment. Thereafter, certain communications were exchanged between the authorities. Subsequently, vide communication dated 24.01.2024 (Anx-21), the Director-cum-Joint Secretary directed the Commissioner, Municipal Corporation, Jodhpur (South), to expedite proceedings

for fresh auction of the plot, taking into account that the allotment had already been cancelled.

12. Aggrieved thereby, the petitioner filed another writ petition being S.B. Civil Writ Petition No. 5264/2024 seeking quashing of the order dated 24.01.2024 (Anx-21) and a direction to regularize the plot.

The prayer Clause of S.B. Civil Writ Petition No.5264/2024 is reproduced herein below for ready reference:-

"It is therefore most respectfully prayed that the present petition for writ in nature of mandamus may kindly be allowed and by an appropriate writ/order or direction

(i) The order dated 24.01.2024 (Annex.21) issued by the respondent no. 2 and the further proceeding in pursuance thereof may kindly be declared illegal and the same may kindly be quashed and set aside;

(ii) The respondent authority may kindly be directed to regularize the house in question pursuant to the decision dated 16.04.2019 (Annex.16) issued by the State Govt. in pursuance of the order dated 09.01.2018 (Annex.15) of this Hon'ble Court.

(iii) Any other appropriate relief, this Hon'ble Court deems fit and proper, may kindly be passed in favour of petitioner

(iv) Cost may also be allowed in favour of the petitioner."

Arguments raised on behalf of petitioner:-

13. Learned counsel for the petitioner, Shri C.S. Kotwani and Shri Hemant Kumar Ballani, vehemently submitted that the petitioner, upon being declared the highest bidder in the auction proceedings conducted by UIT, Jodhpur, promptly deposited one-fourth of the bid amount, i.e., Rs. 88,000/-, out of the total bid of Rs. 3,51,162/- on 18.09.1982 (Anx-1). It was further submitted that although the remaining three-fourths of the bid amount could not be deposited within one month, i.e., by 28.10.1982, as stipulated in the auction terms, the auction proceedings were governed by the provisions of the Rajasthan Urban Improvement (Disposal of Urban Land) Rules, 1974 (hereinafter referred to as the "UIT

Disposal Rules, 1974”), which permitted acceptance of such payment within one year.

14. Accordingly, the petitioner deposited the remaining amount through cheque dated 09.08.1983 (Anx-2) with UIT, Jodhpur, and requested issuance of the lease deed. It was contended that the failure of UIT, Jodhpur to encash the cheque dated 09.08.1983 cannot be attributed to the petitioner. It was further submitted that the petitioner was informed only on 24.01.1985 that the cheque could not be encashed and that a fresh cheque should be issued. Learned counsel emphasized that although the communication dated 24.01.1985 stated that the original cheque was being returned, no such cheque was enclosed. Therefore, the petitioner was justified in requesting return of the original cheque to avoid any possibility of its misuse before issuing a fresh cheque.

15. Learned counsel further submitted that since the auction proceedings were governed by the UIT Disposal Rules, 1974, the petitioner, being aggrieved by the inaction of the authorities in issuing the lease deed, submitted representations to the State Government, which is empowered under Rule 14 and Rule 17 to permit regularization upon payment of the outstanding amount along with interest and penalty. Before the State Government could take a decision, the plot in question came under the jurisdiction of the Municipal Corporation, Jodhpur. Thereafter, the petitioner approached the Municipal Authorities requesting regularization of the plot in question under Rule 14 and 17 of The Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974, expressing readiness and willingness to deposit the requisite amount in accordance with law.

16. It was further submitted that the records indicate that after the transfer of jurisdiction, the file relating to the allotment remained untraceable for a considerable period, resulting in inaction. However, abruptly, the Municipal Corporation, Jodhpur, issued the order dated 01.06.2017 (Anx-13) cancelling the allotment and forfeiting the one-fourth amount deposited by the petitioner.

17. Learned counsel contended that the *mala fide* intent and arbitrariness of the respondents are evident from the fact that despite the Director-cum-Joint Secretary, Local Self Government, Government of Rajasthan, Jaipur, approving regularization of the plot in question in favour of the petitioner vide communication dated 16.04.2019 (Anx-16), the Municipal Authorities failed to act upon the same. Instead, they subsequently took a decision dated 24.01.2024 (Anx-21) to re-auction the plot in question, without any change in circumstances.

18. Attention of the Court was also drawn to the proceedings in S.B. Civil Writ Petition No. 7316/2019, filed by the then Mayor of the Municipal Corporation, Jodhpur, challenging the order dated 16.04.2019 (Anx-16). The said writ petition was dismissed on the ground that the Mayor lacked *locus standi* to challenge the order. Further, a request made to State Government for review of its decision dated 16.04.2019 (Anx-16) was also rejected vide order dated 01.08.2019 (Anx-19).

19. Learned counsel submitted that the petitioner has always been ready and willing to deposit the entire remaining amount along with applicable interest and penalty. Alternatively, the petitioner is even willing to deposit the amount at prevailing DLC

rates, after adjusting the amount already paid. Despite this, the petitioner has been made to run from pillar to post without any justification, particularly when the State Government had already taken a conscious decision to regularize the allotment. It was contended that the subsequent decision dated 24.01.2024 (Anx-21) effectively amounts to a review of the earlier decision dated 16.04.2019 (Anx-16) without any valid basis or change in circumstances.

20. On these grounds, learned counsel prayed that the respondents be directed to regularize the plot in question forthwith.

Arguments raised on behalf of respondents:-

21. *Per contra*, learned counsel for the respondents, Ms. Meenal Singhvi and Ms. Darshita Pungaliya, submitted that the auction proceedings in the present case were governed by the terms and conditions of the auction notice as well as the UIT Disposal Rules, 1974. It was admitted that the petitioner deposited one-fourth of the bid amount, i.e., Rs. 88,000/-, but failed to deposit the remaining three-fourths amount, i.e., Rs. 2,63,162/-, within the time stipulated in the auction terms and the allotment letter dated 18.09.1982 (Anx-1). It was submitted that as per terms and conditions the remaining amount was to be deposited within 30 days, i.e., by 28.10.1982, failing which it could be deposited within a further period of 60 days along with applicable interest. However, upon failure to deposit within this extended period, the allotment would automatically stand cancelled.

22. Learned counsel for the respondents further submitted that the petitioner admittedly tendered the remaining amount through

cheque dated 09.08.1983 (Anx-2), i.e., after approximately ten months. It was contended that, in view of the explicit terms and conditions of the auction, the allotment stood automatically cancelled. It was also submitted that the cheque dated 09.08.1983 (Anx-2) did not include any amount towards interest, nor did the petitioner seek any extension of time from the competent authority. According to the respondents, this sufficiently explains why the cheque was not encashed. It was further contended that even assuming a fresh cheque had been submitted in response to the communication dated 24.01.1985, the allotment could not have been revived, as it had already stood cancelled under the applicable rules.

23. Learned counsel further submitted that the petitioner, without any lease deed or legal title, unlawfully entered upon the plot in question and constructed a boundary wall and a room, and also allegedly obtained an electricity connection without any lawful entitlement.

24. Attention of the Court was also drawn towards the fact that despite being aware since 1985 that the cheque had not been encashed, the petitioner did not initiate any legal proceedings for nearly three decades and instead merely submitted representations. The present writ petition, filed in 2017, thus suffers from gross delay and laches. It was argued that repeated representations do not revive a stale cause of action and cannot justify such inordinate delay.

25. In response to the argument regarding non-compliance with the communication dated 16.04.2019 (Anx-16), learned counsel submitted that no valid proposal for regularization was ever made

in accordance with the UIT Disposal Rules, 1974 or the Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974. Therefore, the said communication does not confer any enforceable right upon the petitioner. It was further submitted that this Court had only directed the State Government to consider and decide the petitioner's representation in accordance with law. The State Government was, therefore, required to take into account the applicable statutory provisions before approving regularization.

26. Lastly, it was submitted that the State Government, upon reconsideration in 2024, decided to direct fresh auction of the plot in question in order to secure better revenue for the public exchequer. On these grounds, learned counsel urged that the writ petitions be dismissed with exemplary costs.

Conclusion:-

27. Heard learned counsel for the parties and perused the material available on record.

Indisputably, the application filed by the petitioner seeking regularization of the plot in question was ultimately decided by the respondents in view of the provisions contained in Rule 14 Annexure (A) (f) of The Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974 which is *pari materia* in nature with Rule 14 Annexure-A (f)(iii) of UIT Disposal Rules, 1974 and the same is reproduced below for ready reference:-

"14. Sale of Residential plots through public auction. - Residential plots not reserved for allotment shall be disposed of through public auction in the manner prescribed in Annexure A, and the Collector concerned or his nominee shall be associated when the auction takes place.

Annexure-A

(Rule 14)

(f) (i) The successful bidder shall be required to deposit one-fourth of the amount of his bid forthwith on the acceptance of the bid and the remaining three-fourth of the amount of the bid shall be deposited by him within one month of the acceptance of the bid and in case of failure to deposit within the next thirty days interest @ 15% per annum shall be charged retrospectively from the date of acceptance of the bid.

(ii) After the expiry of the period of ten months from the date of the said automatic cancellation, the board shall have no power to regularise such auction of land in any case.

(iii) The board, if it considers necessary in its interest, may refer the case to the State Government for regularisation even after the expiry of the period mentioned in sub-clauses (1) and (II) above. The State Government, after considering the recommendations made by the board, may permit such regularisation on payment by the bidder, the amount of bid plus interest and penalty as provided in sub-clause (1) above upto the month in which the case was referred to State Government by the Board:"

Rule 14 Annexure-A (f) of UIT Disposal Rules, 1974:

"14. Sale of Residential plots through public auction.- Residential plots not reserved for allotment shall be disposed of through public auction in the manner prescribed in Annexure-A.

(f)(i) The successful bidder shall be required to deposit one-fourth of the amount of his bid forth with on the acceptance of the bid and the remaining three forth of the amount of the bid shall be deposited by him within one month of the acceptance of the bid and in case of failure to deposit within the next [60 days), interest @ 15% per annum shall be charged retrospectively from the date of acceptance of the bid:

(ii) After the expiry of the period of one year from the date of the said automatic cancellation, the Chairman shall have no power to regularise such auction of land, but the Trust will have power to extend this period by one year more on payment by the bidder, the outstanding amount of bid plus interest and penalty as provided in sub-clause (i) above.]

(iii) If the trust in its interest refers the case to the State Government for such regularisation or a purchaser applies to the Government stating the facts in detail for such regularisation, the State Government may permit such regularisation on payment by the bidder, the outstanding amount of bid plus interest and penalty as provided in sub-clause (i) above."

[Emphasis supplied]

28. This Court finds that, the petitioner, being the successful bidder in the auction held on 18.09.1982 (Anx-1), deposited Rs. 88,000/- (one-fourth of the bid amount) as required. However, the remaining amount was neither deposited within 30 days nor within the extended period of 60 days along with interest. As per the terms and conditions governing the auction, failure to deposit the amount within 60 days resulted in automatic cancellation of the allotment. Though the Chairman, UIT, had the discretion to regularize such allotment within one year upon payment of the full amount along with interest and penalty, no such order was ever passed.

29. The petitioner, on 09.08.1983 (Anx-2), deposited a cheque of Rs. 2,63,162/- against the remaining 3/4th amount without applicable interest or penalty. Significantly, no request for regularization or withdrawal of the order regarding automatic cancellation of subject plot was made at that time.

30. In the opinion of this Court, the cheque dated 09.08.1983 was rightly not encashed, as it was submitted after an inordinate delay and without any order of regularization by the competent authority. Even if a fresh cheque had been submitted pursuant to the communication dated 24.01.1985 (Anx-4), the allotment could not have been revived by the UIT without specific order of Chairman of the concerned UIT, as it had already stood cancelled. Thus, the petitioner cannot derive any benefit from the said

cheque or subsequent correspondence. It is pertinent to note here that in the writ petitions, no satisfactory explanation has been furnished by the petitioner for not depositing balance amount as per the terms set out in the auction notice or under the rules. In case, petitioner was seriously interested in acquiring the plot in question, there appears to be no reason why the balance amount could not be deposited within stipulated period i.e. 30 days or the extended period of 60 days with interest. The subsequent deposition of cheque (without including interest and penalty amount) without approval of Chairman/competent authority is of no help to the petitioner.

31. This Court is constrained to observe that the petitioner, without issuance of a lease deed or possession letter and despite being fully aware of its default, unlawfully entered upon the plot and constructed a boundary wall and a room, and even obtained an electricity connection. Such conduct is highly condemnable and unbecoming of a *bona fide* litigant.

32. In regards to the reliance placed on representations seeking approval for regularization of plot in question to the State Government and the order dated 16.04.2019 (Anx-16) passed by the State Government is concerned, this Court finds that the order approving regularization of plot in question was passed after an inordinate delay of nearly 37 years without any exceptional circumstances justifying regularization.

33. This Court further observes that although the petitioner sought regularization by invoking both the provisions of the UIT Disposal Rules, 1974 as well as the Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974, the respondents have

ultimately proceeded to consider regularization in terms of Rule 14 read with Annexure 'A' of The Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974. The said Rules provide a self-contained mechanism for regularization of Urban land within Municipal Limit. The order appears to have been passed overlooking both the delay and the interest of the public authority so also the fact that the price of plot in question must have increased multiple times in last 30 years. Permitting regularization of plot in question in favour of the petitioner would result in unjust enrichment of the petitioner despite clear default and unauthorized/illegal possession over the plot in question. Thus, the State Government under letter/communication dated 24.01.2024 (Anx-21) has rightly directed Commissioner, Nagar Nigam Jodhpur (South) to auction the plot in question.

34. In view of the aforesaid discussion, this Court finds no merit in the present writ petitions, and the same are accordingly dismissed.

35. The stay petitions stands dismissed.

36. A copy of this order be placed in each file.

(KULDEEP MATHUR),J