



HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

S.B. Civil Writ Petition No. 24282/2025

M/s Neelkamal Enterprises, Through Its Proprietor Smt. Kamlesh Gupta (Khandelwal) W/o Lalit Kumar Gupta, Aged About 52 Years, Resident Of B-25, Meera Market, Chittorgarh, Rajasthan.

-----Petitioner

Versus

1. The State of Rajasthan, Through The Principal Secretary, Department Of Industry, Government Of Rajasthan, Jaipur.
2. The District Industries Officer, District Industries Center, Chittorgarh, Rajasthan.
3. The Rajasthan State Industrial Development And Investment Corporation Ltd., Through Its Managing Director, Udhog Bhawan, Tilak Marg, Jaipur- 302005.
4. The Regional Manager, Rajasthan State Industrial Development And Investment Corporation Ltd., Industrial Area, Chanderia, Chittorgarh, Rajasthan.

-----Respondents

For Petitioner(s) : Mr. Surendra Thanvi

For Respondent(s) : Ms. Apurva Raj Mathur

HON'BLE MR. JUSTICE SANJEET PUROHIT

Order

- | | | | |
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| 1. | Date of Conclusion of arguments | :: | 10.03.2026 |
| 2. | Date on which judgment was reserved | :: | 10.03.2026 |
| 3. | Whether the full judgment or only the operative part is pronounced | :: | Full |
| 4. | Date of pronouncement :: | :: | 13.04.2026 |

1. Present writ petition is filed with following prayers:

"(i) The order dated 03.09.2025 (Annex-49) may kindly be quashed and set aside.

(ii) The demand note dated 26.09.2025 (Annex-50) raised in pursuance of the order dated 03.09.2025 may kindly be quashed and set aside.



(iii) That the order dated 15.01.2025 (Annex-42), cancelling the plot allotted to the petitioner may kindly be quashed and set aside.

(iv) That the appeal filed by the petitioner may kindly be allowed in toto, thereby restoring the original allotment of Plot No. E-134 admeasuring 3000 sq.m. and the respondent authorities may be directed to allot/restore the remaining 1480 sq.m. forming part of the said plot to the petitioner at the same rate as the original allotment made in they ear 2000, and to hand over its peaceful physical possession and execute the lease deed accordingly.

(v) The respondent corporation may further by directed to allot the strip of land admeasuring 147 sqmt attached to the petitioner's original allotted 3000 sq.mt. Land, as per rules.

(vi) Direct the respondent authorities to pay just and reasonable compensation to the petitioner towards the loss, mental agony, harassment, and financial injury suffered due to the prolonged inaction, arbitrary cancellation, and discriminatory treatment extending over more than two decades.

(vv) Declare the demand of Rs. 14,90,501/- as illegal, and further direct the respondent authorities not to recover the said amount from the petitioner in any manner whatsoever; and if any part of the said amount is, at any stage, realized or recovered, the same may kindly be refunded to the petitioner forthwith along with interest as this Hon'ble Court may deem just and proper;

(viii) Any other relief which this Hon'ble Court deems just and proper in favour of the petitioner, may kindly be granted and

(ix) The cost of the writ petition be allowed in favour of the petitioner."

2. Chequered history of the case, germane to present writ petition, as stated by learned counsel for petitioner, is as under :-

2.1 Rajasthan State Industrial Development and Investment Corporation Ltd. (for short, "RIICO") has initially allotted Plot No. E-134 admeasuring 3,000 sq.mt., situated at Industrial Area, Ajolia Ka Khera, Chittorgarh, under RIICO Land Disposal Rules, 1979 (hereinafter referred to as the "Rules of 1979"), vide



allotment letter dated 24.03.2000 (Annexure-1) to the petitioner.

Pursuant thereto, initially petitioner deposited 25% of allotment charges and remaining 75% amount was deposited / offered in three installments. It is stated that despite deposit of installment amounts, possession of plot measuring 3,000 sq.mt. was not given to petitioner. Consequently, petitioner submitted representations requesting for demarcation of plot and handing over of possession of plot.

2.2 It is stated that respondent-RIICO, vide letter dated 21.06.2001 (Annexure-6), intimated petitioner that upon demarcation, only land measuring 1520 sq.mt. was found available at the site and remaining area of allotted plot was found to be under encroachment, which could not be removed inspite best efforts. By said communication, excess amounts deposited by petitioner was returned by respondent-RIICO.

2.3 Although, initially petitioner objected to accept the refund of amount, however, later on, cheque of excess amount as sent by respondent - RIICO vide communication dated 20.02.2007 was accepted by petitioner.

2.4 It is contended that said plot measuring 1520 sq.mt., was not suitable for carrying out industrial activity, as a water channel was running through the same and petitioner continued to request for allotment of entire land measuring 3,000 sq.mt. However, said issue remained unresolved at the end of respondents.



2.5 Relying upon official note-sheets of concerned file pertaining to year 2014, learned counsel stated that Unit Office, RIICO forwarded matter to the Head Office stating therein since after removal of encroachment additional land measuring 1627.95 sq.mt. was found available, therefore, the same can be allotted to petitioner on preferential basis.

2.6 The case put forth on behalf of petitioner is that since size of originally allotted Plot was 3000 sq.mt., therefore, petitioner was entitled for the remaining 1480 sq.mt. of land at same rate as prevailing at the time of the original allotment and respondent – RIICO can demand additional amount only with respect to excess land measuring 147.95 sq.mt.

2.7 However, Advisor Infra RIICO, vide communication dated 02.07.2014 (Annexure-26), has communicated decision of Infrastructure Development Committee ('IDC') that additional piece of land measuring 1627.95 sq.mt. shall be allotted to petitioner as an independent plot as there is no separate entrance available for it.

2.8 In pursuance of said decision of IDC, respondent no.4 vide communication dated 17.07.2014 (Annexure 27) offered said plot measuring 1627.95 sq.mt. to petitioner and directed to deposit a sum of Rs. 32,55,900/- for such allotment.

2.9 Petitioner objected said decision of IDC so also demand raised vide communication dated 17.07.2014 on the ground that plot measuring 1627.95 sq.mt. cannot be treated as independent



plot / strip land and the same are against prevailing circulars:

However, said request of petitioner was not accepted by respondents. Vide notice dated 09.10.2014 (Annexure 29), petitioner was again called upon to deposit said amount.

2.10 It is contended that respondent no. 4 issued final demand notice dated 09.05.2016 (Annexure 33) stating therein that in case of failure to deposit the amount so demanded, offer of allotment of additional land measuring 1647.95 sq.mt. would be cancelled.

2.11 Since amount so demanded was not deposited by petitioner, respondent - RIICO vide letter dated 07.12.2016 (Annexure 34), intimated that decision of IDC to allot additional plot to petitioner has been withdrawn by respondent – RIICO.

2.12 Learned counsel for petitioner submitted that even after letter dated 07.12.2016, petitioner continued to make representations, however, the respondents failed to fulfil their commitment of providing industrial plot measuring 3,000 sq.mt. to petitioner.

2.13 It is stated that, despite alleged lapse and arbitrary demand on the part of respondent–RIICO, Respondent No. 4 issued a show-cause notice dated 02.09.2024 (Annexure-37), stating therein that since the petitioner had failed to raise construction and initiate commercial activity over Plot No. E-134, cancellation of allotment of Plot was proposed.



2.14 Reply to the said notice was submitted by petitioner, however, same was not considered objectively by respondent authorities and Respondent No. 4 vide order dated 15.01.2025 (Annexure 42) cancelled allotment of Plot No. E-134 on the ground of non-use of plot for industrial purposes since date of allotment i.e. 24.03.2000.

2.15 Challenging said cancellation of allotment, petitioner preferred S.B. Civil Writ Petition No. 7967/2025, which came to be decided by the Co-ordinate Bench vide order dated 22.04.2025, granting liberty to the petitioner to avail the remedy of appeal as provided under the RIICO Disposal of Land Rules, 1979. In pursuance thereof, petitioner filed an appeal under Rule 24(2) of the Rules of 1979.

2.16 It is contended that Respondent No. 3 — Managing Director, RIICO ("Appellate Authority") also failed to take into account peculiar facts and circumstances of present case in objective manner and while proceeding in pre-determined manner, passed the impugned order dated 03.09.2025 (Annexure-49), thereby rejected prayer of petitioner regarding allotment of additional land measuring 1627.95 sq.mt., on the ground that amount claimed vide demand note dated 17.07.2014 had not been deposited by the petitioner at the relevant point of time and said offer of allotment was withdrawn way back in the year 2016.

With regard to cancellation order dated 15.01.2025 (Annexure-42), learned Appellate Authority, while recording



willingness of the petitioner, granted opportunity to deposit entire due amount with respect to said plot and directed that upon deposit of amount, Unit Office shall pass an order for restoration of the plot within seven days.

2.17 In pursuance thereof, respondent–RIICO issued demand note dated 26.09.2025 (Annexure-50).

Order of cancellation of allotment dated 15.01.2025 (Annexure-42), order dated 03.09.2025 (Annexure-49) passed by Appellate Authority, as well as the demand note dated 26.09.2025 (Annexure-50), have been challenged in the present writ petition.

3. It is pertinent to note that, while assailing the order dated 03.09.2025 (Annexure-49), the petitioner averred in the writ petition that the Appellate Authority had erroneously recorded its willingness to deposit the entire dues for restoration of the 1520 sq.mt. plot, despite no such consent having been given. However, during the course of arguments, the said allegation, which in fact a disputed question of fact, was neither urged nor substantiated. Even in the written submissions, it has been specifically stated that the controversy stands considerably narrowed and is confined only to the remaining portion of 1480 sq.mt.

In fact, it is expressly contended that the Appellate Authority has already partly allowed the appeal to the extent of restoring the land measuring 1520 sq.mt. and therefore, present dispute survives only in respect of the additional land. Accordingly, the scope of adjudication in the present writ petition is confined to the



petitioner's claim for 1480 sq.mt., and no interference is called for in respect of the Appellate Authority's decision relating to the 1520 sq.mt. plot or consequential demand raised thereunder.

3.1 Arguing on behalf of petitioner, learned counsel submitted that since size of Plot No. E-134 originally allotted to petitioner itself was 3000 sq.mt., but only plot measuring 1520 sq.mt. was made available to petitioner, thus respondent – RIICO always remained under obligation to make available remaining portion of land measuring 1480 sq.mt. Such apparent lapse on the part of RIICO in not fulfilling its obligation of providing plot measuring 1480 sq.mt., has not been taken into account by the learned Appellate Authority.

3.2 It is contended that request for making available remaining portion of land was decided by IDC in an arbitrary and unreasonable manner and against prevailing circulars. Action of respondent in offering entire additional land measuring 1627.95 sq.mt. as an independent plot and raising demand of substantial amount was absolutely unjustified and demand note dated 17.07.2014 (Annexure-27) was in clear violation of the prevailing policies i.e. circular dated 13.06.2013 and 04.03.2014. Learned Appellate Authority committed an error while treating plot E-134 in two parts - as two separate plots.

3.3 It is stated that plot measuring 1520 sq.mt. was made available to petitioner, which due to its peculiar location was not fit for industrial use. It is argued that petitioner cannot be penalized



for lapses attributable to respondent authorities themselves as on one hand, suitable land fit for industrial use was not made available to petitioner while on other hand, allotment of petitioner came to be cancelled on the ground of non-utilization of the plot.

3.4 It is stated that repeated representations made by petitioner were not considered in objective manner and order for cancellation of allotment of Plot No. E-134 was passed in mechanical manner, on the ground of non-use of plot for industrial purposes, without considering the actual ground realities. Hence, order impugned passed by Appellate Authority is not sustainable in the eye of law.

4. *Per contra*, learned counsel appearing for RIICO, Ms. Apoorva Raj Mathur, vehemently opposed submissions made on behalf of petitioner. It was contended that petitioner has presented the facts in misleading and concealed manner without making full and candid disclosures.

4.1 Learned counsel for respondent submitted that although initially a plot measuring 3,000 sq.mt. was allotted to petitioner, but, allotment was on "as is where is basis". Upon demarcation, when only 1520 sq.mt. of land was found available on site. It was well within knowledge of petitioner that remaining portion of plot was found to be under encroachment and possession of said part of land could not be procured inspite due efforts by respondent – RIICO. Immediately on realizing said fact excess amount deposited by the petitioner was refunded, which was accepted by



petitioner in the year 2007, which unequivocally evidences petitioner's knowledge, understanding and implicit admission that allotment was confined to 1520 sq.mt. only

4.2 It was contended that throughout the intervening period, petitioner remitted service charges and other dues exclusively in respect of said 1520 sq.mt. plot, thereby reinforcing that initial allotment had, in effect, remained limited to 1520 sq.mt. only.

In this context, it is contended that in present writ petition also petitioner has prayed for allotment of additional land measuring 1627.95 sq.mt., which also establishes that original allotment remained confined to plot measuring 1520 sq.mt. only.

4.3 Learned counsel for respondent submitted that petitioner's prayer for allotment of additional land was also duly considered by respondent-RIICO and an offer for allotment of plot measuring 1627.95 sq.mt. was made vide communication dated 02.07.2014 (Annexure-26). However, despite repeated reminders, including notice dated 09.10.2014 and 09.05.2016, petitioner failed to deposit the demanded amount. Consequently, vide letter dated 07.12.2016, the offer for allotment of additional land was cancelled, which was never challenged by petitioner. Thus, petitioner cannot claim the same at this belated stage after lapse of so many years.

4.4 Learned counsel for the respondent-RIICO further contended that the allotment order unequivocally stipulated condition mandating use of plot for industrial / commercial purpose within



three years, admittedly, petitioner failed to utilize the plot and kept it vacant for over two decades. Petitioner's prolonged inaction in failing to utilize the 1520 sq.mt. plot for over two decades is of serious nature, resulting in the wastage of a valuable industrial plot. Consequently, cancellation of the allotment vide order dated 15.01.2025 is fully justified and in accordance with law.

4.5 While justifying the order passed by learned Appellate Authority, it is contended that same was passed after considering all the facts and circumstances of the case. It was stated that offer for allotment of additional land measuring 1627.95 sq.mt. had already been withdrawn way back in the year 2016 due to non deposit of amount of allotment, which was never challenged by petitioner and no illegality has been committed by the learned Appellate Authority in refusing to re-open or re-consider the same. As a matter of fact, claim of petitioner regarding additional land measuring 1627.95 sq.mt. has been denied looking to the conduct of petitioner and waiver and acquiescence in his part, whereas while taking an objective and lenient view learned Appellate Authority, upon considering and recording consent of petitioner, duly granted an opportunity to deposit the due amount and get the allotment restored.

4.6 Learned counsel for respondent-RIICO objected conduct of petitioner and stated that despite granting consent before Appellate Authority, petitioner did not deposit due amount and instead challenged the order dated 03.09.2025 as well as the



demand notice dated 26.09.2025 levelling false and false allegations regarding recording of consent wrongly. It was contended that even during the course of arguments, petitioner has not substantiated said allegation, which clearly reflects the mischievous conduct of the petitioner and disentitles him from claiming any equitable relief.

4.7 Learned counsel for respondent submitted that petitioner made no effort to utilize industrial plot allotted as far back as year 2000 and merely continued to submit representations so as to delay the proceedings, without demonstrating any genuine intent to put the plot to use. It was therefore contended that cancellation of allotment of plot was fully justified.

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

6. Although learned counsel for petitioner has tried to canvass claim of petitioner regarding allotment of plot measuring 3000 sq.mt., since very inception. Yet, chronological examination of the record reveals that in case of petitioner, two distinct independent proceedings for allotment were undertaken i.e. (i) initial allotment, originally for plot of 3000 sq.mt. which subsequently stood confined to 1520 sq.mt. of available land; (ii) later offer for allotment of additional land measuring 1637.95 sq. m.

This Court further finds that even Appellate Authority has also appreciated and dealt with the matter in that same manner, treating those two offers of allotments as separate and



independent, each operating in its own sphere and independent of the other.

6.1 Documents placed on record show that though initially plot measuring 3,000 sq.mt. was allotted to petitioner on 'as is where is' basis and petitioner deposited due installments, but upon demarcation it was realized that only plot measuring 1520 sq.mt. was available at the site. It is not the case of petitioner that respondent – RIICO, in-spite of having remaining part of land has not handed over possession of the same to petitioner. It also borne out from record, that despite best efforts made by respondent–RIICO including seeking assistance of local administration, unauthorized encroachment over remaining part of land could not be removed. Thus, this Court finds no illegality or wilful lapse on the part of respondent–RIICO in not making available entire land measuring 3,000 sq.mt.

6.2 This Court is also convinced that respondent–RIICO acted in bonafide and justified manner and immediately upon coming to know about reduced size of the available plot, refunded excess amount recovered from petitioner. The same was ultimately accepted by petitioner when it was offered vide communication dated 20.02.2007 (Annexure-17).

6.3 The facts as stated in reply remain undisputed that since year 2007, petitioner has been in possession of land ad-measuring 1520 sq. m. only and has deposited service charges and other dues exclusively with respect to the said extent of the plot.



Looking to said factual background as well as corresponding conduct of petitioner this court is of considered opinion that initial allotment stood confined to 1520 sq.mt. only and petitioner had full knowledge and conscious realization of the same.

6.4 In other words, upon accepting the refund of the excess amount in 2007 so also settling service as well as other charges in respect of the reduced plot area and discharging payment obligations only to said extent, petitioner effectively acquiesced to the modification of the original allotment. Thus, in the year 2007, the process of original allotment came to an end with a reduced available plot upto 1520 sq.mt. only. Mere subsequent submission of representations seeking allotment of additional land does not create or perpetuate any legal entitlement to claim the full extent of the originally proposed plot.

In view of the above, upon accepting the refund corresponding to the reduced area of 1520 sq. mtrs., the petitioner ceased to have any vested right over the remaining land as the original allotment having stood curtailed. At best, the petitioner retained a limited right to seek allotment of the balance land on a preferential basis; however, such right cannot be construed as imposing any absolute or enforceable obligation upon RIICO to effect such allotment.

7. Facts further reveals that such preference was duly extended in favour of petitioner and the IDC, in its meeting dated 17.06.2014, took decision to offer allotment of additional land



measuring 1627.95 sq.mt. to the petitioner as independent plot.

The justification for treating said plot as an independent plot was duly established and communicated to petitioner, inasmuch as cumulative area comprising the plot already allotted and additional plot, exceeded the size originally offered. Furthermore, the excess portion of land was inseparable in nature and had a singular access point, thereby warranting its treatment as a separate and independent plot.

7.1 Consequently, offer for allotment of said independent plot to petitioner on priority basis was duly communicated and demand note dated 17.07.2014 (Annexure-27) for Rs. 32,55,900/- was served upon petitioner. Said demand was never complied with by petitioner, despite repeated reminders.

7.2 Documents placed on record, particularly communication dated 27.07.2015 (Annexure-32), clearly show that petitioner had challenged said demand note dated 17.07.2014 by filing an appeal, which came to be rejected by learned Appellate Authority, and petitioner was accordingly called upon to deposit amount so mentioned in demand note.

Said fact clearly shows that on an earlier occasion, petitioner had challenged the demand pertaining to said additional plot and said challenge was rejected in appeal. Petitioner has not placed any document to establish that said order was challenged any further. Thus, the demand regarding offer for allotment of additional plot attained finality.



7.3 It is also borne out from the record that on account of petitioner's failure to deposit demanded amount despite repeated reminders, Respondent No. 4, vide communication dated 07.02.2016 (Annexure-34) informed petitioner that decision of IDC for allotment of additional land stood withdrawn. This Court is of the considered opinion that such withdrawal, in effect, amounts to cancellation of offer for proposed allotment of land measuring 1627.95 sq.mt.

Notably, said communication / cancellation order dated 07.02.2016 was neither assailed by the petitioner at relevant point of time nor it has been specifically challenged in present writ proceedings. In view thereof, said communication regarding withdrawal / cancellation of offer of allotment of additional plot, also attained finality and consequently, petitioner's claim qua allotment of the additional land measuring 1627.95 sq. m. stood extinguished, way back in the year 2016.

7.4 Further, perusal of record, more particularly revised site plan of industrial plots dated 25.04.2017 (Annexure-35) shows that respondent – RIICO carved out and shown said additional land as separate plot i.e. Plot No. E-134-A. Possession of said part of land remained with RIICO and since petitioner failed to accept offer of allotment of additional land measuring 1627.95 sq.mt., said Plot No. 134-A was kept for and also put for auction for allotment as an independent plot.



7.5 Non-questioning of withdrawal / cancellation of offer of allotment of additional plot by petitioner clearly amounts to waiver / acquiescence on the part of petitioner in respect of the said plot, and therefore, no relief in that regard can be claimed in favour of petitioner by this Court at this belated stage. The law regarding waiver and acquiescence is well settled by various pronouncements of the Hon'ble Apex Court. In **SBI v. M.J. James, (2022) 2 SCC 301**, Hon'ble Supreme Court held the following:

*"39. Before proceeding further, it is important to clarify distinction between "acquiescence" and "delay and laches". **Doctrine of acquiescence is an equitable doctrine which applies when a party having a right stands by and sees another dealing in a manner inconsistent with that right, while the act is in progress and after violation is completed, which conduct reflects his assent or accord. He cannot afterwards complain.** [See Prabhakar v. Sericulture Deptt., (2015) 15 SCC 1 : (2016) 2 SCC (L&S) 149. Also, see Gobinda Ramanuj Das Mohanta v. Ram Charan Das, 1925 SCC OnLine Cal 30 : AIR 1925 Cal 1107] In literal sense, the term acquiescence means silent assent, tacit consent, concurrence, or acceptance, [See Vidyavathi Kapoor Trust v. CIT, 1991 SCC OnLine Kar 331 : (1992) 194 ITR 584] which denotes conduct that is evidence of an intention of a party to abandon an equitable right and also to denote conduct from which another party will be justified in inferring such an intention. [See Krishan Dev v. Ram Piari, 1964 SCC OnLine HP 5 : AIR 1964 HP 34] **Acquiescence can be either direct with full knowledge and express approbation, or indirect where a person having the right to set aside the action stands by and sees another dealing in a manner inconsistent with that right and in spite of the infringement takes no action mirroring acceptance.** [See "Introduction", U.N. Mitra, Tagore Law Lectures — Law of Limitation and Prescription, Vol. I, 14th Edn., 2016.] However, acquiescence will not apply if lapse of time is of no importance or consequence."*



7.6 Moreover, Hon'ble Apex Court in **Prabhakar v. Sericulture Deptt., (2015) 15 SCC 1** held that relief can be denied on ground of prolonged inaction as it amount to waiver or acquiescence. The relevant paragraph is reproduced herein below:

"41. Thus, in those cases where period of limitation is prescribed within which the action is to be brought before the court, if the action is not brought within that prescribed period the aggrieved party loses remedy and cannot enforce his legal right after the period of limitation is over. Likewise, in other cases even where no limitation is prescribed, but for a long period the aggrieved party does not approach the machinery provided under the law for redressal of his grievance, it can be presumed that relief can be denied on the ground of unexplained delay and laches and/or on the presumption that such person has waived his right or acquiesced into the act of other. As mentioned above, these principles as part of equity are based on principles relatable to sound public policy that if a person does not exercise his right for a long time then such a right is non-existent."

7.7 In view of the aforesaid discussion, it is evident that the offer for allotment of additional land measuring 1627.95 sq.mt. had already been withdrawn as far back as in the year 2016. Petitioner, having consciously elected not to challenge the same by resorting to available departmental remedy of appeal or by approaching this Court, deemed to have accepted the said decision. It is a settled position of law that mere submission of repeated representations neither revives nor can infuse breaths to stale, time-barred and lifeless claims.

In such circumstances, ground now sought to be raised that the demand / withdrawal of offer was against prevailing circulars so also prayer made in that regard at this belated stage cannot be



entertained, being clearly barred by the principles of waiver and acquiescence. Petitioner, by his conduct, has forfeited any claim in respect of said additional allotment. Accordingly, this Court finds no infirmity in the decision of the learned Appellate Authority in refusing to re-open / re-consider said claim as the same being in consonance with settled principles of law.

8. As an upshot of the foregoing discussion, it emerges that Plot No. E-134 measuring 1520 sq.mt. alone was made available to petitioner, as the encroachment over remaining portion of the land could not be removed despite best efforts of RIICO.

Mere mention of size of 3000 sq.mt. in the initial allotment letter cannot, by itself, confer continuing rights in perpetuity upon the petitioner, particularly when the excess amount corresponding to reduced area was consciously accepted by the petitioner as far back as in the year 2007. Since then, petitioner has remained in settled possession of Plot No. E-134 ad-measuring 1520 sq.mt. and has been depositing charges exclusively in respect thereof. Said conduct clearly establishes petitioner's implicit admission and unequivocal acceptance that the initial allotment stood confined to Plot No. E-134 ad-measuring 1520 sq.mt. only.

Admittedly, petitioner has put the said plot to any industrial use for last two decades, which is clear breach of a binding condition of allotment and has also resulted in wastage of valuable industrial land. In view thereof, this Court finds no illegality in the order of cancellation of allotment dated 05.01.2025. However,



since learned Appellate Authority, while considering petitioner's willingness, has already passed conditional order for restoration of said plot ad-measuring 1520 sq.mt. subject to deposit of entire dues, thus, said aspect does not call for any adjudication by this Court.

8.2 So far as the petitioner's claim for allotment of additional land measuring 1627.95 sq. mt. is concerned, as noted above, no vested right subsisted in its favour. Nevertheless, the petitioner's request for preferential allotment was considered, and the said land was offered in 2014 as a separate plot with due justification. Despite repeated reminders, the petitioner failed to deposit the requisite amount. The record further reflects that the petitioner challenged the demand notice dated 17.07.2014; however, the appeal was dismissed and remained unchallenged thereafter. The offer for allotment of additional land (1627.95 sq. mt.) was withdrawn in 2016, and such cancellation was also never assailed, thereby attaining finality. The respondent-RIICO subsequently carved out the said land as an independent Plot No. E-134-A for allotment through auction. In view of the petitioner having waived its rights over the said land, no illegality can be attributed to the Appellate Authority in declining to reopen an issue that stood conclusively settled in 2016.

9. On the one hand, the petitioner unequivocally undertook to deposit the dues in respect of land measuring 1520 sq.mt. but instead of complying, the petitioner has challenged the demand



notice relating thereto in the present writ petition on wholly misconceived and frivolous grounds. The record reveals that the petitioner has remained in possession of the said land since inception but has failed to commence any industrial activity thereon for nearly two decades resulting in wastage of valuable industrial land. This Court finds no illegality in the impugned demand notice as the restoration charges having been levied strictly in accordance with the provisions of the RIICO Land Disposal Rules, 1979. The challenge so given by the petitioner is indicative of his oblique motive to resile from said undertaking and to delay compliance thereof, which cannot be countenanced in law.

10. This Court finds that the learned Appellate Authority has passed a detailed justified order after considering all the facts relating to case of petitioner and the petitioner has failed to establish any illegality, perversity or lack of jurisdiction in the order dated 03.09.2025 passed by learned Appellate Authority as well as consequent demand notice and therefore, present writ petition being devoid of any merits, is hereby **dismissed**.

11. Stay petition and all pending applications, if any, also stand **disposed of** accordingly.

(SANJEET PUROHIT),J