IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.15432 OF 2023

General Motors Employees Union
Ghar No.54, Bhegade Niwas,
Dharmaveer Sambhaji Maharaj Road,
Chincholi, Dehu Road,
Pune – 412 101 ….. Petitioner

Versus

1. Maharashtra Industrial Development Corporation
Udyog Sarathi, Marol Industrial Area,
Mahakali Caves Road, Andheri East,
Mumbai 400 093.

2. State of Maharashtra, through its Secretary
Industries Department, having office at : 129
Annex Building, Mantralaya, Mumbai – 400 032

3. General Motors India Private Limited
Having office address at: A-16 MIDC,
Talegaon Industrial Area, Phase No.II Expansion,
Tal. Maval, District Pune, 410 507 ….. Respondents

Mr.Sanjay Singhavi, Senior Advocate a/w Mr.Rahul Kamerkar and Ms.Brazillia Vaz for the Petitioner

Dr.Birendra Saraf, Advocate General of Maharashtra a/w Mr.Akshay S. Karlekar i/b Shreeyog Law Associates for the Respondent no.1 – MIDC

Mr.S.L.Babar, A.G.P. for the Respondent no.2

Mr.J.P.Cama, Senior Advocate a/w Mr.Zubin Behram Kamdin a/w Mr.Vijay Purohit and Ms.Faizan M. Mithaiwala i/b M/s.P & A Law Offices for the Respondent no.3 – General Motors India Pvt. Ltd.

Ms.Smita Borkar, General Manager (Legal), MIDC present

CORAM: A.S.CHANDURKAR &
FIRDOSH P. POONIWALLA, JJ.
RESERVED ON: 19th DECEMBER 2023
PRONOUNCED ON: 22nd DECEMBER 2023

JUDGMENT (PER : FIRDOSH P. POONIWALLA, J) :

1. **Rule.** Rule made returnable forthwith. Heard finally by consent of the parties.

2. The present Petition seeks the following final reliefs:

> *a. That this Hon'ble Court may be pleased to direct the Respondent Nos. 1 and 2 to serve upon the Petitioner, a copy of the Respondent Nos.3's Application for transfer of the subject land, which has been referred to in the Respondent No.1's Letter dt.04.12.2023 [Exhibit I] along with any other document related to the said transfer of the subject land;*

> *b. That this Hon'ble Court may be pleased to direct the Respondent Nos.1 and 2 to invite the Petitioner for a meeting(s)/hearing(s) in relation to transfer of the land which is the subject matter of this Petition;*

> *c. That this Hon'ble Court may be pleased to direct the Respondent Nos.1 and 2 to allow the Petitioner a period of 10 days to file its Reply to the the Respondent No.3's subject Application for transfer of the subject land after the Petitioner has been provided a copy the said Application;*

> *d. That this Hon'ble Court may be pleased to issue a Writ of Mandamus or any other appropriate writ, order or direction, directing the Respondent Nos.1 and 2 to not transfer the subject 300 acres land situated at Plot no.16, Talegaon MIDC, Tal. Maval, Dist. Pune to Hyundai Motors India Limited or to any other entity whatsoever until 90 days after the hearing(s)/meeting(s) with regard to the transfer of the subject land, are concluded;*

e. That this Hon'ble Court may be pleased to direct the Respondent Nos. 1 and 2 to not transfer the subject land without taking a No-Objection from the Petitioner members as per the Respondent No.1's RTI Reply dt.30.01.2023 [Exhibit B] and Order dt.08.03.2023 of the Ld. Industrial Court [Exhibit F];

f. That this Hon'ble Court may be pleased to issue a Writ of Mandamus or any other appropriate writ, order or direction, directing the Respondent Nos.1 and 2 to not transfer the subject 300 acres land situated at Plot no.16, Talegaon MIDC, Tal. Maval, Dist. Pune to Hyundai Motors India Limited or to any other entity whatsoever until W.P. No.9311/2023 (General Motors Employees Union v. General Motors India Pvt. Ltd.), W. P. No.11852/2023 (General Motors Employees Union v. State of Maharashtra and Anr.) and W.P. No.11685/2023 (General Motors Employees Union v. Maharashtra Industrial Development Corporation and Ors.) are finally decided by this Hon'ble Court;

3. Mr.Singhavi, the learned Senior Advocate for the Petitioner, stated that the Petitioner was not pressing prayer (f) of the Petition and, therefore, the same is not being considered in this judgment.

4. Respondent No.3 has filed an Affidavit in Reply dated 12th December 2023 of one Prajot Gaonkar opposing the granting of any relief in the present Petition.

5. The Petitioner is a Labour Union. Respondent No.3 had, on 20th November 2020, filed a Closure Application for closing down its plant at MIDC land bearing Plot No.A-16 at Maval Taluka, District Pune, admeasuring 300 Acres ("the said land"). The Labour Minister passed an Order rejecting the said Closure Application. The same came to be referred to the Industrial Tribunal in a Review Application. On 30th June 2023, the

Industrial Tribunal passed an Award allowing the Closure of the said factory. The said Award passed by the Industrial Tribunal was challenged by the Petitioner by filing Writ Petition No.9311 of 2023 in this Court. The said Writ Petition has been heard and is correctly reserved for Orders.

6. During the pendency of the first Closure Application, on 27th June 2023, Respondent No.3 filed another Closure Application before the Labour Minister. On 5th July 2023, the Labour Minister allowed the said second Closure Application of Respondent No.3. The said Closure Order of the Labour Minister was also challenged by the Petitioner before this Hon'ble Court by filing Writ Petition No.852 of 2023.

7. In addition to the above mentioned Writ Petitions, the Petitioner filed another Writ Petition, being Writ Petition No.11685 of 2023, against Respondent Nos.1 to 3. The said Petition was filed impugning the actions of Respondent Nos.1 and 2 of not taking back possession of the subject land where the plant was situated.

8. Further, the Petitioner made an RTI Application dated 3rd January 2023 to Respondent No.1. Respondent No.1 replied to the Petitioner's RTI Application on 30th January 2023. The Petitioner has heavily relied on the said Reply dated 30th January 2023 furnished by the Information Officer of Respondent No.1 to contend that, before any transfer of the said land is permitted, the Petitioner should be given a hearing and an NOC should be obtained from the Petitioner.

9. Further, the Petitioner had filed an Application before the Industrial Court in Complaint No.ULP No.155 of 2021. In the said Application, the Petitioner prayed that Respondent No.3 be restrained from selling and / or disposing of the subject plant and machinery during the pendency of the said Complaint. It is the case of the Petitioner that the Industrial Court rejected the said Application of the Petitioner by an Order dated 8th March 2023 on the basis of the said Reply dated 30th January 2023 of the Information Officer of Respondent no.1.

10. Further, in Writ Petition No.4069 of 2023 filed by the Petitioner against Respondent no.3 and others challenging the said Order dated 8th March 2023 passed by the Industrial Court at Pune rejecting the Application of the Petitioner to restrain Respondent No.1 from transferring, alienating or creating any interest in the said land and also from selling and / or disposing of any plant and machinery situated in the factory premises during the pendency of its Complaint before the Industrial Court, was disposed of by this Court by an Order dated 18th April 2023. The parties have made detailed references to the said Order, which will be set out subsequently in this Judgement. It is the case of the Petitioner that the said Order dated 18th April 2023 includes a direction that the Petitioner should be provided a copy of the Application made by Respondent No.3 to Respondent No.1 for transferring the said land. Accordingly, by its letters dated 22nd April 2023 and 30th November 2023 addressed to Respondent

No.1, the Petitioner intimated to Respondent No.1 about the passing of the said Order dated 18th April 2023 and called upon Respondent no.1 to provide to the Petitioner any Application that may be made by Respondent no.3 regarding transfer of the said land. It is the case of the Petitioner that, despite being so intimated, Respondent no.1 has not furnished a copy of the said Application to the Petitioner .

11. On 4th December 2023, Respondent No.1 sent an email to the Petitioner attaching a letter dated 4th December 2023 informing the Petitioner that an Application had been received by Respondent no.1 from Respondent No.3 to transfer the said land to Hyundai Motors India Limited. The said letter stated that the said matter was being brought to the notice of the Petitioner in light of the directions given in the said Order dated 18th April 2023 by this Court whereby Respondent No. 1 was directed to give atleast 10 days prior intimation to the Petitioner before taking a decision on the said Application for transfer. However, a copy of the said Application made by Respondent No.3 to Respondent No. 1 was not furnished to the Petitioner.

12. By a letter dated 5th December 2023 addressed to Respondent No.1, the Petitioner requested it for a certified copy of the said Application made by Respondent No.3 for transfer, along with the enclosed documents. It is an admitted position that, till date, a copy of the said Application has not been furnished either by Respondent No.1 or Respondent No.3 to the

Petitioner.

13. In support of his submission that the relief sought in prayer clause (a) of this Petition be granted and the Petitioner be furnished a copy of Respondent No.3's Application for transfer of the said land, Mr.Singhavi, the learned Senior Advocate for the Petitioner, submitted that the Petitioner was entitled to a copy of the said Application on the basis of the said Order dated 18th April 2023 passed by this Court in Writ Petition No.4069 of 2023 filed by the Petitioner. In particular, the Petitioner relied upon paragraph nos.11 to 13 of the said Order, which read as under:

> *"11. It seems the renewed apprehension is based on alleged negotiations and understanding between respondent No.1 and Hundai Motors. In Writ Petition No.5140 of 2021 the Court noted that MIDC had filed an affidavit to the effect that it had not received any application for transfer of the land. Mr. Cama invites attention of the Court to Clause No.12 of the affidavit-in-reply on behalf of the MIDC in the said petition. It reads as under:*
>
> > *"xii. I say and submit that the Respondent No.4 has not yet approached the Corporation to transfer the plot to any Company or third party. As and when it does approach the Corporation, the Corporation will take a decision as per the prevalent transfer guidelines of the Corporation."*
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> *12. In view of the aforesaid assertion in the affidavit-in-reply on behalf of the MIDC, it becomes abundantly clear that the parties reckon that land cannot be transferred to any transferee without MIDC giving approval to the transfer of the leasehold rights. In the circumstances, in my view, the interest of the petitioner can be protected by directing MIDC to intimate the petitioner before it processes the application received from respondent No.1 for transfer of the land to any transferee. Such an intimation would provide an opportunity to the petitioner to work out its remedies, if desired to.*
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> *13. The petition thus stands disposed with a direction to*

> *MIDC to give at least 10 days prior intimation to the petitioner Union before it takes decision on an application for transfer of the land to the transferee as and when it is called upon to decide the said issue."*

14. Mr.Singhavi submitted that, in the light of the directions in the said Order that Respondent No.1 should intimate the Petitioner before it processed the Application received from Respondent no.3 for transfer of the land to any transferree and also in the light of the directions that such an intimation would provide an opportunity to the Petitioner to work out its remedies, if it so desired, it was abundantly clear that, in order to work out its remedies, the Petitioner was entitled to a copy of the said Application with its accompanying documents. Mr.Singhavi submitted that, in these circumstances, Respondent No.1 should be directed to furnish the said Application to the Petitioner.

15. Prayer clauses (b), (c) and (d) of the Petition seek reliefs regarding Respondent No.1 giving a hearing to the Petitioner in relation to the transfer of the said land and also seek a direction not to transfer the said land until 90 days after the said hearing. Prayer (e) of the Petition seeks a direction to Respondent Nos. 1 and 2 not to transfer the said land without taking an NOC from the Petitioner as per Respondent No.1's RTI Reply dated 30th January 2023. In the context of these prayers, Mr.Singhavi submitted that, by the said Reply dated 30th November 2023 given by the

Information Officer of Respondent No.1, under the Right to Information Act, 2005 ("the RTI Act"), it had been stated that, if a proposal was received by Respondent No.1 in respect of transfer of the said land, the process of approving the transfer proposal would be taken only after taking no objection from the Labour Commissioner and the workers.

16. Mr.Singhavi submitted that this Reply constituted a promise made by Respondent No.1 not to process the transfer of the said land without obtaining an NOC from the Petitioner. He further submitted that, relying on this promise, the Petitioner had altered its position. In order to demonstrate that the Petitioner had altered its position, Mr.Singhavi drew our attention to the Order dated 8th March 2023 passed by the Industrial Court at Pune. Mr.Singhavi submitted that, by the said Order, the Industrial Court at Pune rejected the reliefs sought by the Petitioner on the basis of the said Reply dated 30th January 2023 given by the Respondent No.1. He submitted that, since the Petitioner had suffered the said rejection on account of the said Reply dated 30th January 2023, it had altered its position on account of the said Reply dated 30th January 2023. Mr.Singhavi, therefore, submitted that, as per the principle of promissory estoppel laid down by the Hon'ble Supreme Court, Respondent No.1 could not renege on the promise made by it in the said Reply dated 30th January 2023, and was bound to give a hearing to the Petitioner before taking any action on the transfer of the said land and was also bound to obtain an

NOC from the Petitioner before the said transfer. In support of his submission on promissory estoppel, Mr.Singhavi relied upon paragraph 24 of the judgement of the Hon'ble Supreme Court in ***M/s.Motilal Padampat Sugar Mills Co. Ltd. vs. State of Uttar Pradesh and Others***[1] which reads as under:

> ***"24.*** *This Court finally, after referring to the decision in the* ***Ganges Manufacturing Co. v. Sourujmull (supra), Municipal Corporation of the City of Bombay v. Secretary of State for India (supra) and Collector of Bombay v. Municipal Corporation of the City of Bombay*** *(supra), summed up the position as follows:*
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> > *"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 appraisement of the circumstances in which the obligation has arisen."*
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> *The law may, therefore, now be taken to be settled as a result of this decision, that where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee, notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract as required by Article 299 of the Constitution. It is elementary that in a republic governed by the rule of law, no one, howsoever high or low, is above the law. Everyone is subject to the law as fully and completely as any other and the Government is no exception. It is indeed the pride of constitutional democracy and rule of law that the Government stands on the same footing as a private individual so far as the obligation of the law is concerned : the former is equally bound as the latter. It is indeed difficult to see on what principle can a Government, committed to the rule of law, claim immunity from the doctrine of promissory estoppel. Can the Government say*

1 (1979) 2 SCC 409

that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of "honesty and good faith"? Why should the Government not be held to a high "standard of rectangular rectitude while dealing with its citizens"? There was a time when the doctrine of executive necessity was regarded as sufficient justification for the Government to repudiate even its contractual obligations; but, let it be said to the eternal glory of this Court, this doctrine was emphatically negatived in the **Indo-Afghan Agencies** *case and the supremacy of the rule of law was established. It was laid down by this Court that the Government cannot claim to be immune from the applicability of the rule of promissory estoppel and repudiate a promise made by it on the ground that such promise may fetter its future executive action. If the Government does not want its freedom of executive action to be hampered or restricted, the Government need not make a promise knowing or intending that it would be acted on by the promisee and the promisee would alter his position relying upon it. But if the Government makes such a promise and the promisee acts inreliance upon it and alters his position, there is no reason why the Government should not be compelled to make good such promise like any other private individual. The law cannot acquire legitimacy and gain social acceptance unless it accords with the moral values of the society and the constant endeavour of the Courts and the legislature, must, therefore, be to close the gap between law and morality and bring about as near an approximation between the two as possible. The doctrine of promissory estoppel is a significant judicial contribution in that direction. But it is necessary to point out that since the doctrine of promissory estoppel is an equitable doctrine, it must yield when the equity so requires. If it can be shown by the Government that having regard to the facts as they have transpired, it would be inequitable to hold the Government to the promise made by it, the Court would not raise an equity in favour of the promisee and enforce the promise against the Government. The doctrine of promissory estoppel would be displaced in such a case because, on the facts, equity would not require that the Government should be held bound by the promise made by it. When the Government is able to show that in view of the facts as have transpired since the making of the promise, public interest would be prejudiced if the Government were required to carry out the promise, the Court would have to balance the public interest in the Government carrying out a promise made to a citizen which has induced the citizen to act upon it and alter his position and the public interest likely to suffer if the promise were required to be carried out by the Government and determine which way the equity lies. It would not be enough for the Government just to say that public interest requires that the Government should not be compelled to carry out the promise or that the public interest would suffer* *if the Government were required to honour it. The Government cannot, as Shah, J., pointed out in the* ***Indo-Afghan Agencies*** *case, claim to be exempt from the liability to carry out the promise "on some indefinite and undisclosed ground of necessity or expediency", nor can the Government claim to be the sole Judge of its liability and repudiate it "on an ex parte appraisement of the circumstances". If the Government wants to resist the liability, it will have to disclose to the Court what are the facts and circumstances on account of which the Government claims to be exempt from the liability and it would be for the Court to decide whether those facts and circumstances are such as to render it inequitable to enforce the liability against the Government. Mere claim of change of policy would not be sufficient to exonerate the Government from the liability : the Government would have to show what precisely is the changed policy and also its reason and justification so that the Court can judge for itself which way the public interest lies and what the equity of the case demands. It is only if the Court is satisfied, on proper and adequate material placed by the Government, that overriding public interest requires that the Government should not be held bound by the promise but should be free to act unfettered by it, that the Court would refuse to enforce the promise against the Government. The Court would not act on the mere ipse dixit of the Government, for it is the Court which has to decide and not the Government whether the Government should be held exempt from liability. This is the essence of the rule of law. The burden would be upon the Government to show that the public interest in the Government acting otherwise than in accordance with the promise is so overwhelming that it would be inequitable to hold the Government bound by the promise and the Court would insist on a highly rigorous standard of proof in the discharge of this burden. But even where there is no such overriding public interest, it may still be competent to the Government to resile from the promise "on giving reasonable notice, which need not be a formal notice, giving the promisee a reasonable opportunity of resuming his position" provided of course it is possible for the promisee to restore status quo ante. If, however, the promisee cannot resume his position, the promise would become final and irrevocable. Vide* ***Emmanuel Avodeji Ajaye v. Briscoe*** *[(1964) 3 All ER 556 : (1964) 1 WLR 1326]."*

17. In support of his submission on promissory estoppel, Mr.Singhavi also relied upon paragraph nos.32 and 33 of the judgement of the Hon'ble Supreme Court in the case of ***Manuelsons Hotels Private Limited vs. State***

of Kerala and Others[2] which read as under:

> *32. Shri Radhakrishnan then referred us to Excise Commr. vs. Ram Kumar, 3 at P. 545, para 19, for the proposition that it is now well settled by a catena of decisions that there can be no question of estoppel against the Government in the exercise of its legislative, sovereign, or executive powers.*
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> *33. This very passage was referred to in M/S Motilal Padampat Sugar Mills and was explained thus (SCC pp.447-48,para 29).*
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> > *"29:- The next decision to which we must refer is that in Excise Commr. v. Ram Kumar. This was also a decision on which strong reliance was placed on behalf of the State. It is true that, in this case, the Court observed that : (SCC p.545, para 19).*
> >
> > > *19:- ….. "it is now well settled by a catena of decisions that there can be no question of estoppel against the Government in the exercise of its legislative, sovereign or executive powers."*
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> *But for reasons which we shall presently state, we do not think this observation can persuade us to take a different view of the law than that enunciated in Anglo-Afghan Agencies case.… It will thus be seen from the decisions relied upon in the judgment that the Court could not possibly have intended to lay down an absolute proposition that there can be no promissory estoppel against the Government in the exercise of its governmental, public or executive powers. That would have been in complete contradiction of the decisions of this Court in the Anglo-Afghan Agencies case, Century Spg. and Mfg. Co. case and Turner Morrison case and we find it difficult to believe that the Court could have ever intended to lay down any such proposition without expressly referring to these earlier decisions and overruling them. We are, therefore, of the opinion that the observation made by the Court in Ram Kumar case does not militate against the view we are taking on the basis of the decisions in the Anglo-Afghan Agencies case, Century Spg. & Mfg.Co. Case and Turner Morrison case in regard to the applicability of the doctrine of promissory estoppel against the Government."*

2 (2016) 6 SCC 766

18. The learned Advocate General, Dr.Birendra Saraf, appearing on behalf of Respondent No.1, opposed the granting of any reliefs in the Petition. The learned Advocate General submitted that whether to transfer its land or not was an administrative action to be taken by Respondent No.1, and the Petitioner, which was a Labour Union, was not required to be furnished a copy of the Application made by Respondent No.3 for transfer of the said land nor was any hearing required to be given to Respondent No.1. Further, he submitted that the said Order dated 18th April 2023 passed by this Court only provided that the Petitioner had to be given prior intimation of the Application received by Respondent No.1 to transfer the said land and there was no question of furnishing a copy of the said Application to the Petitioner. He submitted that the said Order does not give any such direction to furnish a copy of the Application to the Petitioner. In the light of the same, the relief sought by the Petitioner for furnishing a copy of the said Application ought to be rejected.

19. As far as the arguments of the Petitioner in respect of the Reply dated 30th January 2023 furnished by the Information Officer of Respondent No.1 are concerned, the learned Advocate General submitted that what was stated therein could, by no stretch of imagination, be considered as a promise made by Respondent No.1. He submitted that the said Reply dated 30th January 2023 was given by the Information Officer of Respondent No.1 under the provisions of the RTI Act and that such an

Information Officer, acting under the provisions of the RTI Act, had no authority or jurisdiction to give any such promise. He submitted that, therefore, there was no promise made by Respondent No.1 that an NOC would be taken from the Petitioner before transferring the said land. Therefore, the question of applying the doctrine of promissory estoppel did not arise at all. He submitted that, on this ground also, the Petitioner was not entitled to any hearing nor was any NOC required from the Petitioner before transferring the said land.

20. Lastly, the learned Advocate General submitted that if it is held by this Court that Respondent No.1 is required to give a hearing to the Petitioner before sanctioning the transfer of the said land or that an NOC was required from the Petitioner before sanctioning transfer of the said land, then Respondent No.1 would be forced to adjudicate upon a dispute between a company and its Labour Union, which was definitely not within the scope of the authority of Respondent No.1. He submitted that, for this reason also, no reliefs ought to be granted to the Petitioner in the present Petition.

21. Mr.J.P.Cama, the learned Senior Advocate appearing on behalf of Respondent No.3 repeated and reiterated the aforesaid submissions of the learned Advocate General. Mr.Cama also stated that Respondent No.3 had no objection to furnish a copy of the Application made by it to Respondent No.1 for transfer of the said land to this Court in a sealed cover.

Accordingly, a copy of the said Application was furnished to this Court in a sealed cover by Respondent No.3.

22. In addition, Mr.Cama submitted that the procedure for transfer of Respondent No.1's land was not a quasi-judicial procedure and the Petitioner did not have any locus to interfere in the said process.

23. Mr.Cama further submitted that the Petitioner had appropriate remedies under law to enforce all its alleged claims and in fact had already exercised its remedies. He submitted that any attempt by the Petitioner, to prevent transfer of the said land by Respondent No.1 to enable industrial activity thereon, was not only inappropriate but would jeopardize resumption of industrial activity on the said land that has been shut since 2020.

24. Mr.Cama also submitted that the present Petition, which attempted to interfere with the transfer procedure before Respondent No.1, was simply another attempt by the Petitioner to force Respondent No.3 to make additional payments over and above the existing VSS offered by Respondent No.3, which had already been availed by 696 workmen. He submitted that the Closure Order of the Government of Maharashtra granted 60 days from the date of the Order i.e. 5th July 2023, for the workmen to come forward and accept the VSS. Respondent no.3 even called upon the workmen to accept the VSS. However, except about 111 workmen, none of the other workmen came forward. Moreover, before

submitting the said transfer Application, by way of abundant caution, Respondent No.3 had issued a Public Notice on 12th September 2023 in widely circulated local and national newspapers such as Prabhat and Indian Express intimating that Respondent No.3 was in the process of transferring the said land to Hyundai Motors India Limited.

25. Further, Mr. Cama submitted that the case of the Petitioner is based on the ignorance of the Petitioner of the procedure of Respondent No.1 relating to transfer of industrial land of closed factories situated within the MIDC area. He submitted that, although there used to be a requirement of an NOC from the Labour Commissioner with regard to transfer of Industrial land of the 'closed' establishment / factory / company/ mill in the State of Maharashtra, this requirement was abandoned by the State of Maharashtra by introducing G.R. dated 18th May 2016. He submitted that, therefore, there was no requirement of obtaining an NOC from the Labour Commissioner. He further submitted that, in these circumstances, the Reply dated 30th January 2023 furnished by the Information Officer of Respondent No.1 did not represent the correct legal position and extended no support to the case of the Petitioner before this Court.

26. Mr.Cama also submitted that the record of this Petition showed that the Petitioner had a chequered history of filing frivolous litigations pertaining to the transfer of the said land by Respondent No.3. Finally, in conclusion, Mr.Cama submitted that, without prejudice to his other

arguments, Respondent No.3 did not have any serious objection to furnishing to the Petitioner the Application dated 30th November 2023 made by Respondent No.3 to Respondent No.1 for transfer of the said land, along with the enclosed documents, except the documents at enclosures (c) and (f).

27. As far as the prayer of the Petitioner that it ought to be furnished a copy of the Application made by Respondent No.3 to Respondent No.1 for transfer of the land is concerned, the said Order dated 18th April 2023 passed by this Court directs Respondent No.1 to intimate to the Petitioner about receiving such an Application 10 days in advance so as to provide an opportunity to the Petitioner "to work out its remedies", if it desired to do so.

28. In our view, the Petitioner would be able to work out its remedies properly, as provided by the said Order dated 18th April 2023, only if a copy of the said Application is furnished to the Petitioner. In the absence of the Petitioner being furnished a copy of such an Application, the mere intimation of Respondent No.3 having filed such an Application before Respondent No.1 would remain an empty formality.

29. In these circumstances, we are inclined to direct Respondent No.1 to furnish a copy of the said Application to the Petitioner, with such riders as mentioned herein below.

30. Further, during the course of his arguments, the learned Advocate

General informed this Court that Respondent No.1 had no objection to furnish a copy of the said Application to the Petitioner, if felt fit by this Court. Moreover, as recorded by us hereinabove, even Respondent No.3 had no serious objection to furnish a copy of the said Application, with its enclosures to the Petitioner, except the enclosures (c) and (f). Respondent No.3 had an objection to furnish the said enclosure (c), namely the Seller's Indemnity Bond cum Affidavit, as Annexures 1 and 2 thereto gave a list of workmen to whom dues have been paid by Respondent No.3, and Respondent No.3 did not want that the said names should be disclosed to the Petitioner as it apprehended that the Petitioner would then browbeat the said workmen. As far as enclosure (f) is concerned, the same is a Project Report which gives details of the project envisaged by Hyundai Motors India Limited on the said land. Mr.Cama submitted that the said Project Report was a confidential document of a third party, and, therefore, Respondent No.3 did not want to share it with the Petitioner.

31. We are of the view that Respondent No.3 is justified in the reasons given by it for not wanting to share the said enclosures (c) and (f) with the Petitioner. In these circumstances, we would direct Respondent no.1 to furnish to the Petitioner the said Application for transfer dated 30th November 2023 made by Respondent No.3, along with all the documents enclosures thereto, except the said enclosures (c) and (f).

32. As far as the reliefs sought by the Petitioner, regarding being given a

hearing before the sanction of the transfer of the said land by Respondent No.1 and regarding Respondent No.1 obtaining an NOC from the Petitioner before transferring the said land, are concerned, we are not inclined to grant the same.

33. In our view, the reliance by the Petitioner on the said Reply dated 30th January 2023 furnished by the Information Officer of Respondent No.1 is misplaced. The said Reply, was furnished by the Information Officer of Respondent No.1 under the provisions of the RTI Act. The Information Officer of Respondent No.1, acting under the provisions of RTI Act, has authority and jurisdiction only to furnish information and documents, and does not have any authority or jurisdiction to make any promise on behalf of Respondent No.1 to the effect that the transfer proposal would be approved only after taking a no objection from the Labour Commissioner and the workers. Since the said Information Officer had no authority or jurisdiction to give such a promise on behalf of Respondent No.1, in our view, the same cannot be considered to be binding on Respondent No.1. For this reason alone, in our view, the principle of promissory estoppel is not applicable to the present case.

34. Further, in any case, the principle of promissory estoppel requires that the party seeking to enforce the promise, on the basis of which the said principle of promissory estoppel is being invoked, would have to act on the promise and alter his position.

35. In our view, merely because the Industrial Court has, by its Order dated 8th March 2023, whilst rejecting the Application of the Petitioner, referred to the said Reply dated 30th January 2023, the same does not amount to the Petitioner acting on the said promise or altering its position. In our view, for this reason also, the principle of promissory estoppel is not applicable.

36. In the light of the aforesaid reasons given by us, we are not required to deal with the judgments of the Hon'ble Supreme Court in the cases of ***M/s.Motilal Padampat Sugar Mills Co. Ltd.*** (Supra) and ***Manuelsons Hotels Private Limited*** (Supra) relied upon by Mr.Singhavi. Although there cannot be any dispute in respect of the law laid down in these judgments, in our view, the same have no applicability to the present case, as, in the present case, the principle of promissory estoppel is not applicable at all.

37. For the aforesaid reasons, we are not inclined to grant the reliefs sought by the Petitioner in prayers (b) to (e) of the Petition. There is one more reason as to why we are not inclined to grant the said reliefs. In our view, the learned Advocate General is right in submitting that giving a hearing to the Petitioner would tantamount to Respondent No.1 adjudicating upon a Labour / Industrial dispute which is not within the scope of the authority of Respondent No.1 while considering the said Application for transfer of its land.

38. In the aforesaid circumstances, and for all the reasons given above,

we pass the following Orders:

(a) Respondent No.1 is directed to furnish to the Petitioner a copy of the Application dated 30th November 2023 made to it by Respondent No.3 for transfer of the said land, along with the enclosures thereto, except enclosure (c), i.e. Seller's Indemnity Bond cum Affidavit along with its annexures, and enclosure (f) i.e. the Project Report, within a period of seven days from the date of this Order.

(b) Prayers (b) to (e) of the Petition are hereby rejected.

(c) Rule is made absolute in the aforesaid terms.

(d) In the facts and circumstances of the case, there will be no Order as to costs.

(FIRDOSH P. POONIWALLA, J.) **(A.S.CHANDURKAR, J.)**