



2025:DHC:11593



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Date of Decision: 15.12.2025

+ W.P.(C) 17451/2025, CM APPL. 72045/2025 & CM APPL. 72046/2025

OM 9 SQUARE CITY PVT LTD C/O ARYAN ARCADE LIMITED,
THROUGH ITS DIRECTOR MR. GOPAL BHUPENDRA
CHUDASAMAPetitioner

Through: Mr. Sameer Rohatgi, Mr. Namit Suri
and Mr. Anish Singh, Advocates
Mob: 8860633892

versus

RAIL LAND DEVELOPMENT AUTHORITY, THROUGH ITS
VICE CHAIRMAN SH. MANOJ GARG & ANR.Respondents

Through: Mr. Bharat Malhotra and Ms. Gayatri,
Advocates for R-1
Mob: 8447151507
Email: bharatmal2@gmail.com
Mr. Bhagwan Swarup Shukla, CGSC
with Mr. Rudra Palwal, Advocates
GP for UOI
Mob: 9953498791

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):**

1. The present writ petition has been filed seeking directions to the respondent no. 1, i.e., Rail Land Development Authority, to withdraw its objections to the approved development plans and to provide the assured amenities and fulfill the statutory obligations in a timely manner, to enable



the uninterrupted execution of the project titled as “*Grant of Lease of Railway Land for 99 Years for Development including Re-development of existing Railway Colony (34 Units Type-II quarters), Railway Colony at Rajkot*” (“*the project*”).

2. Learned counsel appearing for the petitioner submits that the respondent no. 1 had floated a tender/‘Request For Proposal’ (“RFP”), on 17th September, 2021, for the present project, inviting bids from the developers for leasing and developing the land in Rajkot, Gujarat.

3. It is submitted that the consortium of the petitioner emerged as the highest bidder, pursuant to which, the respondent no. 1 issued a letter of acceptance dated 20th January, 2022. Thereafter, between 2021 and 2023, joint inspections and measurements were carried out by the petitioner and respondent no. 2, whereby, certain discrepancies were disclosed resulting in material changes of the agreement between the parties. Consequently, the project was converted into a fully residential project.

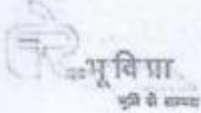
4. Learned counsel appearing for the petitioner draws the attention of this Court to the letter dated 11th January, 2024, by way of which, the petitioner submitted plans to the respondent no. 1, in terms of Clause 10.1 of the agreement.

5. It is submitted that since no headway was made, a Right to Information (“RTI”) application was filed by the petitioner, subsequent to which, the petitioner received a copy of the letter dated 15th January, 2024, written by respondent no. 1 to the Town Planning Officer, Rajkot Municipal Corporation. The said letter dated 15th January, 2024, is reproduced as under:



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  **रेल भूमि विकास प्राधिकरण**
Rail Land Development Authority
रेल विकास, नवागमन एवं सहयोग प्राधिकरण
(A statutory Authority under Ministry of Railways,
Government of India)

Letter No.: CPM/AD/RAJKOT/RMC/PLAN

Dated: 15.01.2024

To,
The Town Planning Officer,
Rajkot Municipal Corporation,
Dhebarbhai Road,
Rajkot.

Sub: Submission of plans for approval

Find herewith enclosed set of plans submitted by the Developer i.e. OM 9 Square City Pvt Ltd.
(MD Mr. Gopal Chudasama).

Request you to consider them at the earliest in accordance with prevailing CGDCR rules.

Enclosed: 6 nos. of plans


(Sandeep Bist)

Joint General Manager
Project-8
Rail Land Development Authority


12/1/24

6. By referring to the aforesaid letter, learned counsel appearing for the petitioner submits that the plan, as submitted by the petitioner to respondent no. 1, was duly forwarded by respondent no. 1 to the Rajkot Municipal Corporation.

7. Learned counsel appearing for the petitioner also relies upon communication dated 06th June, 2024, issued by the respondent no. 1 to the

Signature Not Verified

Digitally Signed
By: HARIOM SHARMA
Signing Date: 19.12.2025
09:20:31



petitioner, wherein, the fact of re-submission of the plan by the petitioner on 19th April, 2024, is recorded. However, objection has been raised that the plans could be examined only after handing over of the development land.

8. This Court is informed that the land was handed over to the petitioner in two phases, viz. on 19th April, 2024 and 18th September, 2024.

9. Attention of this Court is also drawn to the Article 10 of the agreement dated 26th March, 2024, and in particular, to Articles 10.1 and 10.2, which are reproduced as under:

“xxx xxx xxx

- 10.1 The Lessee shall prepare Drawings for the proposed developments at the Site complying with the requirements of the Agreement, Applicable Laws and Applicable Permits and prior to submitting the same to the concerned Government Authority for obtaining Applicable Permits, the Lessee shall submit the Drawings of the Development Project to the Nodal Officer for his approval. The Nodal Officer shall either approve the Drawings or ask for more details within 30 (thirty) days of submission of the Drawings. If the Nodal Officer fails to reply to the Lessee within this period, the Drawings shall be deemed to have been approved by the Nodal Officer. If the Nodal Officer asks for more details, the Lessee shall furnish these details and within 15 days of furnishing such details, the Nodal Officer will approve the Drawings. However, Nodal Officer may give conditional approval subject to fulfilment of certain conditions by the Lessee. Once approved by the Nodal Officer, the Lessee cannot make any alterations or additions to the approved Drawings without prior approval in writing of the Nodal Officer by following the above procedure.
- 10.2 The approval by the Nodal Officer in terms of Article 10.1 above shall in no event amount to certifying the conformity of Drawings with Applicable Law or discharge the Lessee from its responsibility of complying with the requirements of the Agreement, Applicable Laws and Applicable Permits. After obtaining the Applicable Permits the Lessee, shall submit a certified copy of such Applicable Permit to the Nodal Officer within 7 days.

xxx xxx xxx”

10. By referring to the aforesaid covenants, as occurring in the agreement, it is the submission on behalf of the petitioner that there is no provision in the agreement that first the handing over of the land has to be done, before the development plans would be considered.



11. It is submitted that the petitioner has already submitted the plans to the respondent no. 1, in terms of the agreement, which already stand approved by the RMC. Thus, the stand of the respondent no. 1, that they should submit fresh development plans is not tenable.

12. Responding to the present writ petition, learned counsel appearing for the respondents submits that contractual disputes are being raised in the present writ petition. He submits that there is an Arbitration Clause in the agreement and that the petitioner ought to approach the learned Arbitrator, in this regard.

13. Having heard learned counsel appearing for the parties, this Court notes the categorical submission made on behalf of the petitioner that the petitioner has already submitted the development plans to respondent no. 1, in terms of the agreement.

14. This Court also takes note of the communication by respondent no. 1, which clearly shows that the plans, as submitted by the petitioner, were duly forwarded to the Rajkot Municipal Corporation. This Court also takes note of the submission that the said plans already stand approved by the Rajkot Municipal Corporation.

15. Considering the submissions made before this Court, this Court is of the view that the representation of the petitioner dated 06th August, 2025, in this regard, ought to be considered by the respondent no. 1.

16. Accordingly, it is directed that respondent no. 1 shall consider the representation dated 06th August, 2025, of the petitioner, expeditiously, within a time bound manner. At the time of considering the representation of the petitioner, the petitioner shall be granted the opportunity of personal hearing through its authorized representative.



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17. After hearing the petitioner and after considering all the documents as may be relied upon by the petitioner during the course of hearing, the representation of the petitioner shall be decided by way of a Speaking Order, which shall be duly supplied to petitioner.

18. Needless to state, in case the petitioner is aggrieved by any order passed by the respondent no. 1, their right to seek remedies, in accordance with law, is reserved.

19. As regards other prayers sought by the petitioner, the petitioner is at liberty to seek remedies, in accordance with law.

20. This Court also takes note of the submission made by learned counsel appearing for respondent no. 1 that the development plans, as submitted by the petitioner, are not as per the term of the RFP.

21. Needless to state, all these aspects shall be duly considered by respondent no. 1, at the time of considering the representation of the petitioner.

22. With the aforesaid directions, the present writ petition, along with the pending applications, is accordingly disposed of.

MINI PUSHKARNA, J

DECEMBER 15, 2025/SK