

IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No.559 of 2025

In

Civil Writ Jurisdiction Case No.17448 of 2019

M/s Imprial Private Industrial Training Institute through its Director Dinesh Kumar, Male, aged about 53 years, Son of Basant Lal, resident of Nasriganj, P.O. Digha, P.S. - Danapur, District- Patna.

... .. Appellant

Versus

1. The State of Bihar through its Secretary, Department of Industries, Govt. of Bihar, Vikash Bhawan, Patna.
2. The Secretary, Department of Industries, Govt. of Bihar, Vikash Bhawan, Patna.
3. The Executive Director, Bihar Industrial Development Authority, (BIADA) Udyog Bhawan, First Floor Eastern Gandhi Maidan, Patna.
4. The Area In charge Industrial Area, BIADA, Jahanabad.
5. The Development Officer, BIADA, Patna.
6. Administrative Officer, Department of Industries Govt. of Bihar, Vikash Bhawan, Patna.

... .. Respondents

Appearance :

For the Appellant/s	:	Mr. Ajay Kumar Prasad, Advocate
For the State	:	Mr. Yogendra Prasad Sinha, AAG-7 Mr. Rajeev Kumar Sinha, AC to AAG-7
For the BIADA	:	Mr. Bindhyachal Singh, Sr. Advocate Mr. Gyan Shankar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 28-04-2026

The instant Letters Patent Appeal has been preferred by M/s Imperial Private Industrial Training Institute, through its Director, challenging the order dated 25.02.2025 passed by the learned Single Judge in C.W.J.C. No. 17448 of 2019, whereby



the writ petition filed by the petitioner came to be dismissed.

2. The writ petition was filed seeking the following relief(s):

“i.) For quashing of order dated 15.07.2019 passed by The Secretary, Department of Industries, Government of Bihar, Patna by which, while rejecting the memo of appeal of the petitioner refused to consider the grounds of the appeal against the order of the Executive Director, Bihar. Industrial Areas Development Authority (hereinafter shall be referred as "BIADA" for short), Patna dated 08.03.2019 contained in memo No.1960/D dated 08.03.2019 and declined to consider the case of the petitioner judiciously even the return of forfeited amount was also not considered on the ground that there is no enabling provision for the same under BIADA Act, 1974 and its allied amendments the aforesaid order was communicated by the Administrative officer of the Industries deptt. vide Letter No.3081 dated 15.07.19.

(ii) For quashing of order dated 08.03.2019 contained in memo No.1960/D dated 08.03.2019 passed by the Executive Director, Bihar Industrial Areas Development Authority (hereinafter shall be referred as "BIADA" for short), Patna whereby and whereunder the allotment of plot No. L1, Area 10,000 Sqft situated at Industrial Area



Jahanabad has been cancelled and the entire valuation amount deposited against the aforesaid plot has been forfeited with a further direction that no claim against the aforesaid cancelled plot shall be entertained in future.

iii.) For restoration of allotment of aforesaid plot L1 with all consequential right and interest consequent upon quashing of order dated 08.03.2019.

iv.) For refund of forfeited amount deposited against the aforesaid Plot No. L1 along with interest there upon.

v.) For any other relief/reliefs to which the Petitioner is found entitled in the facts and circumstances of the case.”

3. It is the case of the petitioner that Bihar Industrial Area Development Authority, Patna (hereinafter referred to as ‘BIADA’) allotted a piece of land admeasuring 10,000 sq. ft. in the Industrial Area, Jehanabad, for establishment of an Industrial Training Institute. A lease for a period of 90 years was granted vide Letter No. 5505/D dated 23.08.2012, subject to certain terms and conditions. However, the initially allotted Plot No. L2 was found to be disputed and *sub judice* before this Court. Consequently, an alternative Plot No. L1 was allotted to the petitioner by the Executive Director, BIADA, vide Office Order No. 308/D dated 15.03.2013 on similar terms and conditions.

4. Upon visiting the site, it was discovered that an 11



KV high-tension transmission line was passing over the said land. The petitioner accordingly requested the Managing Director, BIADA, to take necessary steps for its removal. Pursuant thereto, the Managing Director took up the matter with the Chairman of the Bihar State Power Holding Corporation and the concerned Executive Engineer finally shifted the said line. Thereafter, physical possession of Plot No. L1 was handed over to the petitioner on 25.05.2015 vide Memo No. 22/Je. The petitioner, whereupon deposited the entire valuation amount for the said plot and submitted the building plan for the proposed I.T.I., prepared by a registered architect, along with all requisite documents before the Executive Director, BIADA, Patna on 08.07.2015, seeking approval in terms of Clause 11 of the allotment letter dated 23.08.2012 and order no. 308/D dated 15.03.2013 with a request to accord approval of the map so that construction work for the establishment of I.T.I. could be completed in time.

5. It is further stated that, in the absence of approval of the building plan, no construction could lawfully be undertaken. Meanwhile, during the pendency of the matter, the State Government notified the Bihar Industrial Investment Promotion Policy, 2016 (hereinafter referred to as “the Policy, 2016”) vide Resolution no. 1822 dated 01.09.2016. The petitioner contends that despite repeated approaches, the



authorities expressed their inability to approve the building plan in view of the said policy.

6. It is also the case of the petitioner that the Directorate General of Employment and Training (D.G.E.T.), New Delhi, subsequently revised the affiliation norms for I.T.I.s in 2017, prescribing a minimum land requirement of 1.07 acres (i.e., 46,609 sq. ft.). In light of the same, vide letter dated 21.08.2018, the petitioner requested BIADA to allot a larger plot of land measuring at least 1.25 acres. The petitioner further asserted that the Policy, 2016 would not have retrospective effect so as to alter the terms and conditions of the allotment made in his favour in the year 2012.

7. It is further contended that the petitioner submitted the revised plan for establishment of a Technical Skill Development Centre in terms with the earlier Policy; in the meanwhile, the Senior Accounts Officer, BIADA, raised a demand of Rs. 27,207/-, which was duly paid by the petitioner. However, subsequently, without issuance of any notice as mandated under Section 6(2)(a) of the Bihar Industrial Area Development Authority Act, 1974 (for brevity 'the Act, 1974'), the Executive Director, BIADA, cancelled the allotment of Plot no. L1 (10,000 Sq. ft.) situated at Industrial area Jehanabad and forfeited the entire amount deposited by the petitioner, further directing that no future claim in respect of the said plot would



be entertained.

8. Aggrieved thereby, the petitioner preferred an appeal before the Principal Secretary-cum-Appellate Authority, Department of Industries, Government of Bihar, Patna, which too came to be rejected vide order no. 3081 dated 15.07.2019.

9. According to the petitioner, the impugned actions of the respondents are arbitrary, unreasonable, and in gross violation of the principles of natural justice.

10. Pursuant to issuance of notice, respondent nos. 3 to 5 have filed a counter affidavit, duly sworn by the D.G.M. (Legal), BIADA, stating as follows:

“6. That the present memo of appeal has been directed against the order dated 25.02.2025 Passed in C.W.J.C. No. 17448 of 2019, whereby the writ petition was dismissed with following order:

“The Court finds no error in the cancellation of the plot, as the petitioner did not comply with the terms and failed to commence construction within the stipulated time. Therefore, the cancellation stands upheld. This Writ application’ is, accordingly, dismissed as devoid of merits”.

7. That at the very outset, the respondent submits that the averments made in the application, filed on behalf of the appellant, are denied, unless specifically admitted



hereunder. It is prayed that no averments contained in the said petition may be deemed to be admitted, merely by reason of specific non-traverse.

8. That it is stated that Bihar Industrial Area Development Authority, allotted a piece of land plot L2 admeasuring area 10,000 Sq. Ft. to the M/s Imprial Private Industrial Training Institute for the establishment of Industrial Training Institute on the lease of 90 years vide letter no. 5505/D dated 23.08.2012 on the terms and condition mentioned therein.

9. That it is stated that since aforesaid plot no. L-2 was under litigation and the case of land dispute was sub judice before the Hon'ble High Court. Consequently, another plot no. L-1 admeasuring 10,000 Sq. Ft. was allotted by the Executive Director, BIADA vide Office Order-no. 308/D dated 15.01.2013 to the petitioner keeping the other terms and condition of the allotments as same.

10. That it is stated when the petitioner visited the site of plot no. L1 for starting the construction work for establishment of I.T.I. it was found that High Tension Conductor of 11000 Volts was passing over the aforesaid land and as such the petitioner requested to Managing Director, BIADA to take necessary steps for removing the High-Tension Conductor over the land.



11. That it is stated that in pursuance to representation of the petitioner, Managing Director, BIADA took the necessary steps by requesting Chairman of Bihar State Power Holding Co. and Executive Engineer of aforesaid Co. for removing the High-Tension Conductor wire over the land vide his letter no 1483/D dated 12.03.2013 and 7432/D dated 4.10.2013.

12. That it is stated that physical possession order of aforesaid plot Ll of Area 10,000 sq.ft. was issued in favour of Petitioner vide memo no. 22/Je dated 25.05.2015. |

13. That it is stated that the petitioner has submitted the map of the ITI building prepared by registered Architect on 08.07.2015 for its approval. Thereafter, it was informed to the petitioner vide Letter No: 3798/36/DEV/BIADA/2012 dated 12.08.2015 (**Annexure R/A** of Counter Affidavit) to start the construction work, there was no need for approval of the map by the petitioner, it is not necessary to obtain permission from the authority to start construction work.

14. That it is stated that the construction work over the aforesaid plot for establishment of ITI was not started even after the reply communicated to the respondent regarding approval of aforesaid map.

15. That it is stated that a new Bihar Industrial Investment Promotion Policy, 2016



was notified by the Govt. of Bihar in the Industries Department vide resolution no. 1822 dated 01.09.2016 therefore the further allotment was not possible as the allotment cannot be made for Service Sector and Educational Institute as per the new Policy.

16. That it is stated that BIADA has apprised the petitioner that in terms of Clause 5.2.1 and 5.2.2 (b) of Bihar Industrial Investment Promotion Policy, 2016, that as a policy decision, all vacant lands in industrial Area shall now be used only for allotment of the manufacturing units and not for the establishment of ITI or any other service sector.

17. That it is stated that meantime DGET, New Delhi modified the silent features of affiliations norms for ITI -2017 in which minimum plot area for affiliation of ITI has been fixed to 1.07 Acre i.e.46609 Sq. ft.

18. That it is stated that the demand of allotment of extra land in the Industrial Area cannot be granted firstly as there is no vacant land meeting the demand of the allottee and secondly clause 5.2.1 and 5.2.2 of the Bihar Industrial Investment Promotion Policy, 2016 does not allow allotment by BIADA for sectors other than Manufacturing and also the forfeited amount cannot be returned as it is against the provision of BIADA Act, 1974 and allied amendments.

19. That it is stated that in response



*to the aforesaid application dated 31.08.2018, development officer, BIADA has intimated vide letter no. 4953 dated 26.09.2018 (**Annexure R/B** of Counter Affidavit) to establish manufacturing units in aforesaid plot L1 as the allotment cannot be made for Educational Institute as per the new Policy.*

20. That it is stated that BIADA eased the terms of the agreement for its allottee's by making the clause of getting the map approved by BIADA "not mandatory" and the same was also communicated to the petitioner in response to their letter. They were asked to commence the construction work at the premise and inform BIADA about 'the same. It was also submitted that had the petitioner commenced the construction of the Institute on time then they could have received the affiliation for setting up the ITI before the Government Notification was released with the new terms in the year 2017.

21. That it is submitted that the allottee cannot establish Training Institute under the prevalent notification of the Government of India. Their demand for setting up a Skill Development Centre also cannot be accepted as the same does not fall within the ambit of ITI and therefore allowing this would mean change in project which cannot be done as the per the terms of allotment to manufacturing sectors only, under the prevalent Policy.



22. That it is humbly stated that respondent is merely trying to get away with their own lackadaisical approach towards setting up the Institute on time and fresh allotment of land cannot be made for Service Sectors and Educational Institutes under the Bihar Industrial Investment Promotion Policy, 2016 even if the demanded land was vacant in the Industrial Area. It is also clear that the allottee cannot establish Training Institute under the prevalent notification of the Government of India. Their demand for setting up a Skill Development Centre also cannot be accepted as the same does not fall within the ambit of ITI and therefore allowing this would mean change in project which cannot be done as the per the terms of allotment to manufacturing sectors only, under the prevalent Policy.

23. That it is stated that the Executive Director, BIADA, Patna after issuing a notice vide letter no. 110/J dated 08.11.2018 (**Annexure R/C** of Counter Affidavit) in terms of clause 6(2) (a) of BIADA (Amendment) Act, 1991 has cancelled the allotment of plot no. L1, Area 10,000 Sq. ft situated at Industrial Area, Jehanabad vide order dated 08.03.2019 contained in memo no. 1960/D dated 08.03.2019 and the entire valuation amount deposited against the aforesaid plot has been forfeited with a further direction that no claim



against the aforesaid cancelled plot shall be entertained in future.

x x x

26. That it is submitted that the Plot in question has been allotted to M/s Tanisha Agrochemicals Private Limited vide Allotment Letter No. 3291/D dated 13.08.2025 for establishment of 1. Insecticide 2. Fungicide 3. Herbicide unit.

11. The learned Single Judge, upon hearing the respective parties and on perusal of the pleadings and averments on record, was pleased to hold as follows:”

“16. On perusal of records, it is evident that physical possession of Plot.No. L1 was granted to the petitioner vide Memo No. 22/Je. on 25.05.2015. Following this, the petitioner submitted ITI building map on 08.07.2015, but BIADA informed ‘the petitioner on 12.08.2015 that map approval was unnecessary and that construction could be proceed without permission. Despite of this, the petitioner failed to begin construction by 01.09.2016. Subsequently, the Bihar Industrial Investment Promotion Policy, 2016 was implemented, restricting the use of vacant industrial lands to manufacturing units, thereby excluding ITIs and service sectors. In 2017, the Directorate General of Employment and Training modified ITI affiliation norms, requiring a minimum plot area of 1.07 acres,



which prompted the petitioner to request an additional plot of 1.25 acres. BIADA denied this request, citing a lack of available land and the new Policy restrictions. The petitioner then submitted a new proposal for a multi-skill development center in March 2019, which was also rejected for failing to align with the New Policy. BIADA clarified that the approval of the map was no longer mandatory, yet the petitioner failed to commence construction on time. Had the petitioner adhered to the timeline, they could have obtained ITI affiliation before the policy change. BIADA reiterated that the petitioner's request to establish a Skill Development Centre did not conform to the policy, as such a project fell outside ITI-related activities and the scope of manufacturing sector allotments. Furthermore, in response to the petitioner's application dated 31.08.2018, the Development Officer, BIADA, informed the petitioner vide Letter No. 4953 dated 26.09.2018 that the plot could only be used for establishing manufacturing units, in accordance with the New Policy. However, the petitioner was unwilling to start a manufacturing unit as per the new policy.

17. As a result, the Executive Director of BIADA cancelled the allotment of Plot No. L1 on 08.03.2019, forfeiting the deposited amount and barring any future claims. The petitioner's appeal was dismissed on 15.07.2019,



confirming the cancellation on the grounds of delayed construction and failure to meet the revised requirements.

18. In light of the above, the Court finds no error in the cancellation of the plot, as the petitioner did not comply with the terms and failed to commence construction within the stipulated time. Therefore, the cancellation stands upheld.”

12. This matter was taken up on 17.03.2026. After advancing arguments, learned counsel for the appellant confined his prayer to the limited relief of refund of the forfeited amount. In view of the aforesaid submission, this Court directed learned Counsel for the appellant, to file an affidavit placing on record documentary evidence with respect to the amount deposited with respondent no. 3, the Executive Director, BIADA, towards consideration for allotment of land for establishment of an I.T.I. Simultaneously, learned counsel appearing on behalf of respondent no. 3 was directed to obtain instructions regarding the amount deposited by the appellant at the time of execution of the agreement for the said purpose. He was further directed to file an affidavit clarifying the circumstances under which the amount was forfeited and whether, in any eventuality, the same is refundable to the appellant.

13. In compliance with the aforesaid order, learned counsel for the appellant filed a supplementary affidavit dated



30.03.2026, wherein it has been stated as follows:

“3. That it is submitted that Sr. Accounts Officer of the Respondent while demanding the last installment of Rs.27,207/ vide letter no. 931 dated 09.02.19 had furnished the statement of accounts which shows the amount deposited by appellant which comes out to be Rs 3,30,255/- including the payment of last installment of Rs 27,207/-(Annexure-12) which was forfeited inspite of no default on the part of Appellant. The details of date wise payment which has been received by the Respondents are as below:

<i>Date of Payment</i>	<i>Amount Paid</i>
<i>10.09.2012</i>	<i>Rs. 69, 969/-</i>
<i>05.08.2014</i>	<i>Rs. 96,300/-</i>
<i>02.07.2015</i>	<i>Rs. 55, 237/-</i>
<i>17.03.2016</i>	<i>Rs. 27, 200/-</i>
<i>21.03.2017</i>	<i>Rs. 27, 176/-</i>
<i>06.03.2018</i>	<i>Rs. 27, 166/-</i>
<i>19.02.2019</i>	<i>Rs. 27, 207/-</i>
<i>Total Amount Paid</i>	<i>Rs. 3, 30, 255/-</i>

4. That it is stated and submitted that it is manifest and clear that the total Amount deposited by the appellant which comes out to be Rs 3,30,255/ (Rs. Three Lacs thirty thousand and two hundred fifty-five) only which was forfeited by the Respondents needs to be refunded with interest thereupon since cancellation of plot is in the teeth of 6(2)(a) of BIADA (Amendment Act, 1991 as well as in



violation of Principles of natural Justice.”

14. Respondent nos. 3 to 5 have also filed a second supplementary counter affidavit, wherein it has been stated as follows:

“6. That it is respectfully submitted that the terms and conditions of the allotment letter are binding upon the allottee. In this regard, Clause 26 of the allotment letter clearly provides that upon cancellation of allotment, BIADA is empowered, inter alia, to forfeit any money deposited by the allottee. As per Clause 26 (b) of the allotment letter, it is specifically stipulated that "BIADA may forfeit any money that may have been deposited with BIADA", thereby making it abundantly clear that forfeiture of the deposited amount is a contractual consequence of cancellation.

x x x

8. That as per the terms and conditions of the allotment and the provisions, including Section 6(2)(a) of BIADA Act, 1974, "in case necessary effective steps are not taken within the fixed period to establish the Industry or all dues, rent, charges of the Authority have not been paid within time or unregistered product is manufactured or any construction contrary to the approved plan has been carried out or an activity injurious to industries has been engaged into the Authority shall in such condition cancel the allotted plot/shed and also



forfeit the amount deposited in this connection".

x x x

13. That there is no provision under the BIADA Act, 1974 or the relevant regulations which mandates automatic refund of forfeited amount once the allotment is cancelled due to default attributable to the allottee."

15. Adverting to the rival submissions advanced on behalf of the parties, it would be apposite to extract the relevant statutory provision governing forfeiture of the amount deposited, as contained in Section 6(2)(a) of the Act, 1974:

"6. General duties and powers of the Authority

2) The Authority shall be responsible for planning, development and maintenance of the Industrial Area and amenities thereto and allotment of land or factory shed or building or parts of buildings, execution of lease, modification and cancellation of such allotment of lease, realization of fees rent charges and matters connected thereto.

(a) In case necessary effective steps are not taken within the fixed period to establish the Industry or all dues, rent, charges of the Authority have not been paid within time or unregistered product is manufactured or any construction contrary to the approved plan has been carried out or an activity injurious to industries has been engaged into; the Authority



shall in such condition cancel the allotted plot/shed and also forfeit the amount deposited in this connection. The Authority shall before cancelling the allotment allow one month time to the allottee to put up his case. The allottee on being dissatisfied with the order of the Authority may file an Appeal to the State Government within one month and the State Government shall, after due consideration dispose of within two months from the date of receipt of Appeal."

16. A plain reading of Section 6, which deals with the general duties and powers of the Authority under Chapter III of the Act, makes it evident that where the allottee fails to take necessary effective steps within the stipulated period for establishment of the industry, the Authority is empowered to cancel the allotment and forfeit the amount deposited in connection therewith. However, such power is not unfettered. The provision mandates that prior to cancellation of allotment and forfeiture of the deposited amount, the Authority must afford the allottee an opportunity by granting one month's time to put forth allottee's case.

17. Only upon consideration of the allottee's response, and after affording an opportunity of hearing, the Authority can proceed to pass an order of cancellation of allotment along with forfeiture of the deposited amount, if the explanation is found to



be unsatisfactory.

18. The statute further provides a remedy to the allottee by way of an appeal before the State Government, within a period of one month from the date of such order. The appellate authority is required to consider and dispose of the appeal in accordance with law within the stipulated time frame of two months.

19. Now, coming to the facts of the present case; the forfeiture order, brought on record as Annexure-2 to the writ petition, clearly indicates that a show-cause notice was issued to the petitioner on 08.11.2018. However, no response was submitted by the writ petitioner, and accordingly, the order of cancellation was passed, along with forfeiture of the amount deposited.

20. The writ petitioner also preferred an appeal before the State Government, which came to be rejected; the said order has been brought on record as Annexure-1 to the writ petition. The principal ground urged in the writ petition is that the allotment of Plot No. L1, admeasuring 10,000 sq. ft., was cancelled vide order dated 08.03.2019, *de hors* statutory rules without affording any opportunity to show cause, and the entire amount deposited towards its valuation was forfeited, with a further stipulation that no claim in respect of the said cancelled plot would be entertained in future.



21. The Hon'ble Supreme Court has, in multiple decisions, emphasized the significance and object of a forfeiture clause. In ***V. Lakshmanan -Vrs.- B.R. Mangalagiri, 1995 Supp (2) Supreme Court Cases 33***, it was held as follows:

“5. The question then is whether the respondents are entitled to forfeit the entire amount. It is seen that a specific covenant under the contract was that the respondents are entitled to forfeit the money paid under the contract. So when the contract fell through by the default committed by the appellant, as part of the contract, they are entitled to forfeit the entire amount....”

Similarly, in the case of ***K.R. Suresh -Vrs.- R. Poornima and Others, 2025 Supreme Court Cases OnLine SC 1014***, the Hon'ble Supreme Court has held as follows:

“34. In Satish Batra v. Sudhir Rawal, (2013) 1 SCC 345, this Court emphatically held that it is only the “earnest money”, paid as a pledge for the due performance of the contract, that can be forfeited by the seller on account of the buyer's default.....

35.This Court allowed the forfeiture of the earnest money, which was held to be security for the due performance of the contract, by the seller when the transaction fell through on account of the purchaser's fault.....

x x x



39. This Court recently reaffirmed the principles for deeming whether time is of the essence in a contract in Welspun Specialty Solutions Ltd. v. ONGC, (2022) 2 SCC 382. It held that the determination must be made by reading and analysing the contract in its entirety, taking into account the surrounding circumstances. An explicit clause stating that time is of the essence is not, by itself, sufficient. The Court further observed that any provision allowing extensions under a contract effectively negates such a clause, thereby indicating that time is not of the essence. The relevant observations are reproduced hereinbelow:

“34. In order to consider the relevancy of time conditioned obligations, we may observe some basic principles:

(a) Subject to the nature of contract, general rule is that promisor is bound to complete the obligation by the date for completion stated in the contract. [Refer to Percy Bilton Ltd. v. Greater London Council [Percy Bilton Ltd. v. Greater London Council, [1982] 1 WLR 794 (HL)]]

(b) That is subject to the exception that the promisee is not entitled to liquidated damages, if by his act or omissions he has prevented the promisor from completing the work by the completion date. [Refer Holme v. Guppy [Holme v.



*Guppy, (1838) 3 M & W 387 : 150 ER
1195]]*

(c) These general principles may be amended by the express terms of the contract as stipulated in this case.

35. It is now settled that “whether time is of the essence in a contract”, has to be culled out from the reading of the entire contract as well as the surrounding circumstances. Merely having an explicit clause may not be sufficient to make time the essence of the contract. As the contract was spread over a long tenure, the intention of the parties to provide for extensions surely reinforces the fact that timely performance was necessary. The fact that such extensions were granted indicates ONGC's effort to uphold the integrity of the contract instead of repudiating the same.”

(Emphasis Supplied)

22. Besides, the above referred legal position, the respondents no. 3 to 5 in their counter affidavit have specifically stated that the allottee cannot establish Industrial Training Institute under the prevalent notification of the Government of India and that their demand for setting up a Skill Development Centre also could not be accepted as the same did not fall within the ambit of ITI and therefore, allowing the same would mean change in project which could not be done. As per the terms of allotment, it is for manufacturing sectors only, under the



prevalent Policy.

Further, in the supplementary counter affidavit filed on behalf of respondent nos. 3 to 5, it has been stated that the Letter No: 3798/36/DEV/BIADA/2012 dated 12.08.2015 (Annexure R/A of Counter Affidavit) had been sent on 14.08.2015 through post and was duly served.

23. It is the contention of learned Counsel for the appellant that, although a copy of the dispatch register has been brought on record, however, no postal receipt evidencing dispatch of the notice by registered post has been produced. It is thus, urged that the presumption under Section 27 of the General Clauses Act, 1897 would not be attracted in the facts of the present case, and consequently, it cannot be held that the mandatory requirement under Section 6(2)(a) of the Act, 1974, of granting one month's time to the allottee, stood duly complied with.

24. It is well settled that disputed questions of fact are not amenable to adjudication in writ jurisdiction. This principle has been consistently reiterated in the cases of *State of Rajasthan -Vrs.-Bhawani Singh*, [1993 Supp (1) SCC 306]; *Union of India -Vrs.- Puna Hinda* [(2021) 10 SCC 690]; *State of Assam -Vrs.- Bhaskar Jyoti Sarma* [(2025) 5 SCC 321].

In the present case, a specific stand was taken in the



order dated 17.03.2023, which stands impugned in the writ petition. The said position has also been reiterated in the counter affidavit. Moreover, during the course of arguments, as reflected in the order dated 17.03.2026, learned Counsel for the appellant specifically contended that atleast the forfeited amount ought to be refunded to the appellant. This Court directed to place on record by way of affidavit, documentary evidence indicating the amount deposited with respondent no.3.

Learned Counsel for Respondent no.3 was also directed to obtain instructions regarding the amount deposited by the appellant and also clarifying the provisions governing forfeiture of amount and the circumstances, if any, under which the same could be refunded. By way of counter affidavit and supplementary affidavit, respondent no.3 has presented the evidence of issuance of show cause notice by annexing a copy of dispatch register, whereas no rejoinder has been filed on behalf of the appellant demonstrating submission of any reply to the said show cause notice.

25. In such circumstances, we are of the considered view that the learned Single Judge, in the impugned order, has rightly held that there was no illegality in the cancellation of the allotment, particularly in view of the petitioner's failure to comply with the terms and conditions and to commence construction within the stipulated period. It is also evident from



the record that the petitioner had expressed his inability to proceed with the project in terms of the prevailing policy.

26. Having regard to the submissions advanced on behalf of the parties, the pleadings on record, and the relevant statutory provisions, we find no perversity or infirmity in the impugned order passed by the learned Single Judge. It is trite that the scope of interference in an intra-court appeal, in exercise of appellate jurisdiction, is limited and essentially corrective in nature and we are of the humble view that no case for interference is made out.

27. Accordingly, the present Letters Patent Appeal, being devoid of merit, stands dismissed.

(Sangam Kumar Sahoo, CJ)

(Harish Kumar, J)

rohit/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	30-04-2026
Transmission Date	

