Reserved on 15.09.2026
Delivered on 23.10.2026

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 4285 of 2009

Smt. Pratima Rajpal And Another

.....Petitioner(s)

Versus

State of U.P. and Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Mayank Singh, S. Shekhar, V.K. Singh
Counsel for Respondent(s)	:	Sunil Kumar Misra, C.S.C., G.P. Srivastava, S.P. Singh, Satendra P. Singh

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Court No. - 40

HON'BLE SARAL SRIVASTAVA, J.
HON'BLE SUDHANSHU CHAUHAN, J.

(Delivered by Hon'ble Sudhanshu Chauhan, J.)

1. Heard Sri V.K. Singh, learned Senior Advocate assisted by Sri Mayank Singh, Advocate appearing for the petitioners, learned Standing Counsel for the State respondent and Sri Sunil Kumar Mishra, learned counsel for the U.P. State Industrial Development Corporation.

2. The present petition has been filed for quashing the order dated 16.10.2008 passed by the Regional Manager, UP State Industrial Development Corporation, by means of which the petitioner was informed that the allotment of the industrial plot made in favour of respondent no. 4 had been cancelled on account of failure to bring the unit to production after allotment and subsequently, in the year 1999, the said plot had been allotted to respondent no. 5, further a direction has also been sought for the respondent nos. 2 and 3 to consider the application dated 12.12.1996, for the transfer of the said plot in favour of the petitioners.

3. The facts of the case are that in the year 1990, Smt Sobha Dhawan- respondent no. 4, was allotted plot no. E-53, Surajpur ,Site 4, Greater Noida, measuring 800 sq. m., by the U.P. State Industrial Development Corporation - respondent no. 2, and subsequently respondent no. 4 took possession of the plot in pursuance of letter dated 30.4.1994. The respondent no. 4, thereafter, by means of an application dated 16.01.1996, had requested that she required a larger plot for the project, and in pursuance thereto, the respondent no. 4 was allotted plot no. D-49, having an area of 1,000 sq. m. Once again, the respondent no. 4, vide application dated 12.04.1996 had requested that her plot size be reduced from type D to type E, this was in view of the fact that the husband of the respondent no. 4 had passed away. On this occasion, the respondent no. 2, while accepting the request so made, vide the letter dated 23.05.1996 had allotted plot no. E30, having an area of 800 sq m in place of plot no. D59. Thereafter, the respondent no. 4 had deposited a sum of Rs. 17,351/- on 10.06.1996. Consequently, an agreement dated 04.09.1996 was

entered between respondent no.2-corporation and respondent no. 4 in respect of plot no. E30.

4. However, as respondent no. 4 failed to establish her unit over the plot, vide the letter dated 12.12.1996, a request was made to transfer the said plot in favor of the petitioner, and an amount of Rs. 2,000/- was also deposited in this regard. The respondent no.2-corporation, vide the letter dated 17.07.1997, addressed to the respondent no. 4, had pointed out certain deficiencies in respect of the transfer of the plot no.E30 in favour of the petitioners and had called upon the respondent no. 4 to remove the same. It is the contention of the petitioner that the deficiencies so pointed out were subsequently removed, as has been pointed out in the letter dated 11.09.1997 of the petitioner, whereas the respondent-corporation denies the receipt of any such letter. It is further submitted by the petitioner that thereafter the petitioner repeatedly requested the respondent-corporation to transfer the plot in question and to hand over the possession thereof but the same was of no avail. Ultimately, it is only vide the letter dated 16.10.2008 that the petitioner was informed by respondent no. 3 that the allotment of the plot made in favour of respondent no. 4 had been cancelled, in view of the fact that the unit to be set up was not brought into production, and subsequently the said plot, in the year 1999 had been allotted to Rajesh Kumar - respondent no. 5.

5. In the above background, it is contended by the petitioner that the cancellation is bad and has been passed without affording any opportunity of hearing. Further, no decision was taken by the respondents on the transfer application of the petitioner, which remained pending. It is also contended that the respondents, had cancelled the allotment dated 23.10.1990, which was in respect of plot no. E53, while respondent no. 4 had been allotted plot no. E30 on 23.05.1996, which was sought to be transferred to the petitioner. Hence, the allotment of plot no. E30 had not been cancelled. The alleged cancellation letter was never communicated to the petitioner, who all this while had been waiting for the transfer of the plot in her favour, and repeated requests made by the petitioner in this regard were of no avail, thus, the respondent corporation had acted in an arbitrary manner.

6. The learned counsel for the petitioner, while relying on the pleadings of the parties, has contended that the respondents do not dispute the fact regarding the filing of the transfer application and the project report submitted by the petitioner. The respondents also do not dispute the fact that the cancellation of allotment of plot no. E53 had been done, and not that of plot no. E30. Besides, there is only a bald denial of the fact that no order cancelling the allotment was ever issued to the respondent no. 4 or to the petitioner and also the fact that the allotment had been cancelled without affording any opportunity of hearing.

7. Per contra, it is contended on behalf of the respondent-corporation that there were certain deficiencies in the application filed by respondent no. 4 in respect of the transfer of the plot in favour of the petitioner. In this regard, vide letter dated 07.04.1997, respondent no. 4 was called upon to remove the deficiencies, and thereafter by means of another letter dated 17.07.1997, it was stated that the transfer could be processed only after the deficiencies had been removed. However, it is contended that the deficiencies in the transfer application were never removed. The respondents further deny the letter dated 11.09.1997 by means of which the petitioner has alleged to have

removed the deficiencies as pointed out. It is further contended that, the letter dated 17.07.1997 remained unresponded, thus, it was assumed that the respondent no. 4 may not have been interested in transferring the plot. Accordingly, a notice dated 10.07.1998 was issued to the respondent no. 4 for non-utilization of the plot, the same too remained unresponded. A notice in this regard was also published in the news daily, Dainik Jagran, Delhi Edition, on 06.10.1998. However, there was no response on the part of respondent no. 4. Ultimately, vide letter dated 19.12.1998, the allotment of plot no. E30 made in favour of respondent no. 4, was cancelled. Subsequently, plot no. E30 was allotted in favour of respondent no. 5, who is running his unit from the same.

8. It is further contended that the petitioner has not challenged the cancellation letter dated 19.12.1998, as well as the allotment in favour of respondent no. 5. Hence, the relief claimed by the petitioner cannot be granted. It is incorrect to allege that the cancellation of allotment of plot no. E53 has been issued, while the fact of the matter is that the terms and conditions of the allotment letter dated 23.10.1990 issued in respect of plot no. E53 were also applicable to subsequent allotments made, including that of plot no. E30, the plot in dispute, and it is only the conditions of allotment that have been relied upon in the order of cancellation of plot no. E30. Further, the transfer of the plot having never been made in favour of the petitioner, hence, the petitioner has no right to question the cancellation of the allotment. The petitioner has also not deposited any amount in pursuance of the transfer application, and the amount of Rs.2,000/- that had been deposited was in respect of the processing fee. The respondent no. 4 has failed to take possession of plot no. E30 and had not started construction over the same, hence, had breached the conditions laid down in the allotment letter dated 23.10.1990 and also those of the license agreement dated 04.09.1996. Hence, the cancellation order had been passed in due accordance with law. Lastly, the petitioner has approached this court after an inordinate delay, and the writ petition is liable to be dismissed on the ground of laches.

9. We have perused the records of the case. As far as conditions of the allotment letter dated 23.10.1990 are concerned, clause 12 provides that the possession of the plot will be delivered after the execution of the license agreement, further, before the execution of the license agreement, the allottee shall have to place firm orders for the purchase of plant and machinery and submit documentary proof in support of the said claim to the responden-corporation. Clause 13 provides that the allotment shall remain valid and effective for a period of 24 months only from the date of allotment, during which the allottee shall have to take over the possession of the land after executing the license agreement on completion of all the formalities for the same, as mentioned in clause 12. Further, clause 15 provides that the allotment will be cancelled if the allottee fails to execute the lease agreement and/or take possession of the land as mentioned in clause 12 and 13 within the time stipulated in the clause, the time being of the essence.

10. Further, clause 1 of the license agreement dated 04.09.1996 provides that, during the period of 12 months from the date hereof, the licensee shall have the license and authority to enter upon the plot of land for the purpose of building and executing work and carrying on the manufacturing and production thereon. Further, clause 5 of the agreement provides that if the licensee fails to commence and complete the building fit for use and start the

manufacturing and production in the time and manner hereinbefore provided (time being of the essence of the contract), or shall not proceed with the works with due diligence, or shall have failed to observe any of the stipulations on his part hereof contained, the grantor shall have the right and power to re-enter upon and resume possession of the said land. Lastly, clause 4(j)of the agreement provides that the licensee will not directly or indirectly transfer, assign, sell, encumber, or part with its interest under or the benefit of this agreement in any manner whatsoever without the previous consent in writing of the grantor, and it shall be open to the grantor to refuse such consent or grant the same subject to such conditions as may be laid down by the grantor in that behalf.

11. Thus the undisputed position that emerges from the records is that the respondent no.4 was the allottee of the plot in dispute being plot no. E30 and there is nothing on record to demonstrate that the allotment of the plot in dispute was transferred in favour of the petitioner at any point of time. It is also evident that the respondent no.4 did not take the possession of the land in dispute nor established the production unit over the same as provided under clause 1 of the agreement dated 04.09.1996 read with clause 15 of the allotment letter dated 23.10.1990. Hence, the respondent no.4 did not comply with the terms of the allotment letter as well as the agreement and under these circumstances, the respondent no.2-corporation was very well within it's rights to cancel the license and resume possession of the plot in dispute under the provisions of clause 5 of the agreement.

12. Further as far as the contention of the petitioner that no opportunity was afforded prior to the cancellation of the allotment it has been categorically stated by the respondent no.2-corporation that a notice dated 10.07.1998 was issued to the respondent no.4 for non utilization of the plot in dispute and a public notice dated 06.10.1998 was also published in the news daily, Danik Jagran. Further although the allottee of the plot in dispute, respondent no.4 has been impleaded as a party in the present writ petition, however, no counter affidavit has been filed by her to controvert the contention of the respondent no.2-corporation in this regard. Thus, the contention of the petitioner that the allotment had been cancelled without affording any opportunity of hearing does not hold good.

13. As far as the contention of the respondents that the petitioner has no right to question the cancellation of the allotment of the plot in dispute is concerned, the perusal of Clause 4(j) of the agreement reveals that the petitioner had no indefeasible right to get the plot in dispute transferred in her favour and the discretion in this regard vested with the respondent no.2-corporation. Further the petitioner duly admits the letter dated 17.07.1997 issued by the respondent no.3 pointing out certain deficiencies in the transfer application. However, it is contended by the petitioner that the deficiencies so pointed out were duly removed and the petitioner in support thereof has relied upon the letter dated 11.09.1997, which said letter has been denied by the respondent no.2-corporation. Moreover, there is nothing on record to demonstrate as to how the aforesaid letter dated 11.09.1997 was served upon the respondent no.2-corporation. Even otherwise the perusal of the letter dated 11.09.1997 reveals that it has been asserted in the same that the petitioner had submitted the revised site plan and project report but the date of said submission has been left undated in the aforesaid letter. Thus, the

pleadings as well as the evidence in support thereof fail to demonstrate as to when the deficiencies pointed out by the respondent no.2-corporation vide letter dated 17.07.1997 had been removed. The averments in the writ petition that the revised plan was submitted by the petitioner vide letter dated 11.09.1997 is not in conformity with the contents of the letter dated 11.09.1997 wherein the date of submission of revised site plan and project report has been left blank and no date of submission of revised plans has been mentioned. Hence, in view of above it can be very well concluded that the petitioner has failed to demonstrate, as to when the deficiencies pointed out in the letter dated 17.07.1997 were removed.

14. Even otherwise, the petitioner in the writ petition has not challenged the letter dated 19.12.1998 by means of which the allotment of the plot in dispute in favour of respondent no.4 has been cancelled, besides we have a serious doubts about the locus of the petitioner to challenge the same, in view of the findings above. Further the petitioner in the present writ petition has only challenged the order/letter dated 16.10.2008, which is merely a communication informing that the allotment of the respondent no.4 over the plot in dispute had been cancelled and the same had been allotted to respondent no.5 in the year 1999 and the respondent no.5 was duly operating his production unit over the same. Thus, the petitioner not having challenged the order dated 19.12.1998 by means of which the allotment of the plot in dispute in favour of the respondent no.4 was cancelled, no further relief can be granted in favour of the petitioner.

15. Lastly, it has been contended by the respondents that the present writ petition is liable to be dismissed on the ground of laches in view of the fact that the application for transfer of the plot in dispute was filed on 12.12.1996 whereas the present writ petition has been filed in the year 2009 after a lapse of more than 12 years. In this regard, the contention of the petitioner is that the petitioner was repeatedly approaching the respondents but the same was of no avail. However, the perusal of the record reveals that the petitioner after the issuance of alleged letter dated 11.09.1997 had only submitted two representations dated 17.05.2008, addressed to the Principal Secretary of the Chief Minister and the other representation dated 08.09.2008, addressed to the respondent no.3.

16. Thus, from the records it is evident that the petitioner for the first time had approached the respondent no.2-corporation vide letter dated 08.09.2008 and in response thereto the impugned letter/order dated 16.10.2008 was issued by the respondent no.3. Hence it is beyond doubt that the petitioner had slept over issue for a duration of about 11 years . It is also settled that filing of repeated representations does not constitute a sufficient cause for the explanation for delay in approaching this Court. Thus, the present writ petition is liable to be dismissed on the ground of laches as well.

17. Under these circumstances, the present writ petition lacks merit and is hereby **dismissed**. No order as to costs.

October 23, 2026
Gaurav

(Sudhanshu Chauhan,J.) (Saral Srivastava,J.)

Digitally signed by :-
GAURAV PATEL
High Court of Judicature at Allahabad