

been sent to the allottees as a formality, no genuine efforts have been made to recover the dues.

62. The consortium members are bound by the terms of the lease, which requires them to pay interest and penal interest on the outstanding dues as per the lease agreement.

63. Considering the entire facts and circumstances of the case, we are of the firm opinion that since the entire delay is on the part of the sub-allottees, there is no question of restructuring or rescheduling the payment schedule.

64. In this petition, the petitioner has although claimed damages of Rs.200 crores. However, this prayer is thoroughly misconceived, as damages cannot be awarded in the present proceedings.

65. In the given facts and circumstances of the case, this Court finds that the petitioner company itself opted out of the Sports City project. The petitioner company could not demonstrate as to how and in what manner its rights are affected and therefore, no relief can be granted to the petitioner in the instant writ petition.

66. The writ petition sans merit and is, accordingly, **dismissed**.

67. Parties to bear their own cost.

(2025) 2 ILRA 627
ORIGINAL JURISDICTION
CIVIL SIDE
DATED: ALLAHABAD 10.02.2025

BEFORE

THE HON'BLE SHEKHAR B. SARAF, J.
THE HON'BLE VIPIN CHANDRA DIXIT, J.

Writ C No. 28993 of 2024

Gyanendra Kumar ...Petitioner
Versus
U.O.I. & Ors. ...Respondents

Counsel for the Petitioner:
Saurabh Srivastava

Counsel for the Respondents:
A.S.G.I., C.S.C., Komal Mehrotra

**A. Civil Law - Constitution of India,1950-
Article 226- Clause 8.5.6 of Marketing
Discipline Guidelines,2012-delay in
issuance of show cause notice-mandatory
nature of time limit-the petitioner
challenged a show cause notice issued
beyond permissible period of 30 days from
the date of sample test results, as
prescribed in Guidelines 2012-The court
observed that the said clause mandates
issuance of notice within 30 days-in the
present case, no valid explanation was
provided for the delay of over two months-
the impugned show cause notice was
quashed and liberty was granted to the
respondents to conduct a fresh inspection
in accordance with law.(Para 1 to 7)**

The writ petition is disposed of. (E-6)

List of Cases cited:

Indian Oil Corp. Ltd & ors.Vs R.M. Service
Centre & ors. (2019) 19 SCC 662

(Delivered by Hon'ble Shekhar B. Saraf, J.
&
Hon'ble Vipin Chandra Dixit, J.)

1. Heard learned counsel for the parties and perused the record.

2. This writ petition under Article 226 of the Constitution of India has been filed whereby the petitioner is aggrieved by the order of show cause notice dated 08.09.2023, wherein the petitioner has been show caused with regard to alleged discrepancy found in the joint inspection.

3. In the present case, the factual matrix is that the inspection by the respondent authorities was carried out on 04.03.2023 and the samples' test came out on 23.06.2023. The respondent authorities sat over the sample tests for the period of two and half month and then issued a show cause notice on 08.09.2023. The relevant Clause 8.5.6 of Marketing Discipline Guidelines, 2012 reads as follows :-

"8.5.6 in respect of all cases of irregularities, a show cause notice, within 30 days from the date of inspection will be issued to the dealer indicating all the irregularities. However, in case samples of MS/HSD were drawn during inspection then the show cause notice will be issued within 30 days of test results. The show cause notice should be issued along with all reports and other documents, etc. which forms the basis of the notice."

4. From the perusal of the said clause, it is patently clear that show cause notice is required to be issued within 30 days from the date of inspection and if the samples are taken during the inspection, this show cause notice is required to be issued 30 days from the date of test results but in the present case, show cause notice has been issued after more than 2 months from the date of receipt of test results. No proper explanation has been provided by the respondent authorities to indicate the reasons of such delay.

5. Upon further reading of aforesaid clause, we are of the view that this clause is mandatory in nature. Even if some flexibility is provided for the two months delay cannot be accepted. The judgment relied upon by the respondents being *Indian Oil Corporation Ltd. and Ors. vs. R.M. Service Centre and Ors.*

reported in *(2019) 19 SCC 662* is factually different and would not apply in the present case as in the Hon'ble Supreme Court judgment, the clause referred used the word "preferably", but in the present case, the words are different and there does not appear to be any ambiguity with regard to the time provided for issue of show cause notice in the said clause.

6. In light of the same, the present show cause notice cannot be sustained on the ground that the same has been issued with an inordinate delay. Accordingly, the show cause notice is quashed and set aside and the respondent authorities are granted liberty to carry out fresh inspection and draw samples and act in accordance with law.

7. With the above direction, the writ petition is disposed of.

(2025) 2 ILRA 628
ORIGINAL JURISDICTION
CIVIL SIDE
DATED: ALLAHABAD 07.02.2025

BEFORE

THE HON'BLE SHEKHAR B. SARAF, J.
THE HON'BLE VIPIN CHANDRA DIXIT, J.

Writ C No. 33222 of 2023

Span Infra Developers Pvt. Ltd

....Petitioner

Versus

State of U.P. & Ors.

...Respondents

Counsel for the Petitioner:

Ravi Anand Agarwal, Shreya Gupta

Counsel for the Respondents:

Abhimanyu Singh, C.S.C.

**A. Civil Law -Constitution of India,1950-
Article 226-Urban Land(Ceiling and**