**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 19TH DAY OF MARCH, 2025**

**PRESENT**

**THE HON'BLE MRS JUSTICE ANU SIVARAMAN**

**AND**

**THE HON'BLE MR JUSTICE RAJESH RAI K**

**WRIT APPEAL NO.512 OF 2021**

**BETWEEN**

KARNATAKA INDUSTRIAL AREA
DEVELOPMENT BOARD
NO.14/3, 2ND FLOOR
RASTROTHANA PARISHAT BUILDINGS
NRUPATHUNGA ROAD
BANGALORE-560001
BY ITS CHIEF EXECUTIVE OFFICER
PRESENTLY AT KANIJA BHAVAN
4TH & 5TH FLOOR
RACE COURSE ROAD
BENGALURU-560 001
REP. BY SECRETARY KIAB

..APPELLANT

(BY SRI. ASHOK NARAYAN NAYAK, ADVOCATE)

**AND**

1 . SHREE RENUKA ENERGY LIMITED
NOW CALLED M/S RAVINDRA ENERGY LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE AT
B.C. NO.105, HAVELOCK ROAD
CAMP: BELGAUM-590 001
AND ALSO AT
"SUNANJAYA", NO.7,
1ST & 2ND FLOOR
KUMAR KOT LAYOUT,
BEHIND HOTEL JANARDHAN
OFF RACE COURSE ROAD,

BANGALORE
REPRESENTED BY ITS OFFICER- LEGAL
MR. SANJEEV P. KULKARNI.

2 . THE STATE OF KARNATAKA
DEPARTMENT OF COMMERCE & INDUSTRIES
GOVERNMENT OF KARNATAKA
VIKASA SOUDHA
BENGALURU-560 001
REP. BY ITS PRINCIPAL SECRETARY

…RESPONDENTS

(BY SRI. MANMOHAN P.N, ADVOCATE FOR C/R1,
SMT. G.S. ARUNA, HCGP FOR R2)

THIS WRIT APPEAL IS FILED U/S 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO ALLOW THIS WRIT APPEAL AND SET ASIDE THE IMPUGNED JUDGEMENT DATED 18/12/2020 PASSED BY THE LEARNED SINGLE JUDGE IN WP NO.39888/2013 (LA-KIADB) DIRECTING THE APPELLANT TO REFUND TO 1ST RESPONDENT A SUM OF RS.2,71,37,750/- TOGETHER WITH INTEREST AT 12 P.A. ON THE SAID SUM FROM 28/05/2010 TILL THE DATE OF PAYMENT/REALISATION.

THIS APPEAL HAVING BEEN RESERVED FOR JUDGMENT COMING ON FOR PRONOUNCEMENT THIS DAY, ***RAJESH RAI K, J.,*** DELIVERED THE FOLLOWING:

CORAM: HON'BLE MRS JUSTICE ANU SIVARAMAN
and
HON'BLE MR JUSTICE RAJESH RAI K

**CAV JUDGMENT**

(PER: HON'BLE MR JUSTICE RAJESH RAI K)

This Intra-Court appeal is filed under Section 4 of the Karnataka High Court Act, 1961 calling in question the legality and correctness of the order dated 18.12.2020 passed in W.P.No.39888/2013 (LA-KIADB) by the learned Single Judge of this Court, whereby the learned Single Judge allowed the writ petition filed by respondent No.1-Shree Renuka Energy Ltd.

2. The abridged facts apposite for consideration as borne out from the pleadings are as follows:

The respondent No.1 is a company engaged in power generating business and allied activities. On 10.08.2009, respondent No.2 i.e., the State Government issued a preliminary notification under Section 28(1) of the Karnataka Industrial Area Development Act (hereinafter referred to as 'the KIAD Act') for establishing land bank for an industrial zone proposing to acquire about 2497 acres of land in Vantamuri Village, Hukkeri Taluk, Belgaum District. By a letter dated 08.10.2009, respondent No.1 requested the KIADB i.e., appellant to allot 2578.31 acres of land to establish the proposed 1100 Mega Watt Thermal Power Plant and Industrial Park. Against this backdrop, on 08.10.2009, an agreement was entered into between the appellant and respondent No.1. On 29.04.2010, the State Government accorded an approval for the aforesaid project of respondent No.1 with an investment of Rs.5,500/- crore which would additionally generate employment for about 3,500 persons by extending certain infrastructural facilities, incentives and concessions to respondent No.1.

3. On 19.05.2010, the KIADB reckoned the interim value of the land at Rs.3,00,000/- per acre and called upon respondent No.1 to deposit 40% of the tentative value of the land collectively with other charges, i.e., a sum of Rs.17.82 crore. Following which,

the said amount was deposited by the respondent No.1 on 28.05.2010. In the Global Investors Meet was held on 3/4.06.2010, the State Government entered into Memorandum of Understanding with respondent No.1-company to establish 1100 Mega Watt power-plant at Vantamuri Village, Hukkeri Taluk, Belgaum District. On 16.07.2010, the State Government issued a corrigendum reducing the extent of land from 1350 acres to 1100 acres. Since the appellant failed to hand over the land as per the agreement, respondent No.1 submitted a representation dated 20.10.2010 and requested respondent No.2 to hand over the possession of land.

4. Meanwhile, in proceedings under Sections 66 and 67 of the Karnataka Land Reforms Act, 1961 by orders dated 04.08.2007, 24.03.2011 and 05.05.2011, from out of the lands meant for the respondent No.1's project, the Land Tribunal concluded that lands to an extent of 2699.35 acres, 531.13 acres and 362.01 acres respectively were in excess of the ceiling limits and the same was forfeited to the State Government. The land owners challenged the same in writ petitions which are pending before this Court for adjudication.

5. Following lapse of about one year, respondent No.1 resubmitted a representation dated 13.10.2011 to the State Government and appellant, calling upon them to hand over at least 236.7 acres of land out of the total extent of 1100 acres to enable

respondent No.1 to commence the project as mapped out. However, since the appellant and respondent No.2 reneged in performing their part of the contract, failing to fulfil or discharge the obligations cast upon them in handing over possession of the land in favour of the respondent No.1; respondent No.1 submitted a representation dated 08.10.2012 to the appellant and respondent No.2 sought a refund of the entire sum of Rs.17.82 crore paid by respondent No.1. Owing to non-reply to the said representation, respondent No.1 was compelled to submit a remainder on 07.11.2012; again the appellant and respondent No.2 remained silent. However, appellant-KIADB refunded a sum of Rs.15,10,62,250/- vide cheque bearing No.465468 dated 9.11.2012 and retained a balance sum of Rs.2,71,37,750/-.

6. On receipt of the aforementioned sum, respondent No.1 submitted an additional representation dated 29.11.2012 to the appellant-KIADB intimating that the respondent No.1 was invariably willing to perform their part of the contract and to get started with the 3 projects. However, owing to the breach of terms and conditions by the appellant-KIADB; the appellant-KIADB was duty bound to refund of the entire amount of Rs.17.82 crore deposited by respondent No.1 reasoning that the KIADB was not entitled to retain any portion of the said amount. In response to this, the appellant-KIADB issued an endorsement dated 18.03.2013

informing respondent No.1 that out of the total sum of Rs.17.82 crore deposited by respondent No.1, KIADB had forfeited 25% of the amount proportionate to 11.26 acres of land and further 15% out of the balance amount deposited was forfeited towards the preliminary notification issued in respect of 1338.14 acres of land.

7. Aggrieved by the said endorsement, respondent No.1 additionally submitted another representation dated 19.03.2013 to the appellant-KIADB seeking a refund of the balance amount of Rs.2,71,37,750/- together with interest at the rate of 12% per annum. To this the appellant issued a subsequent endorsement dated 06.06.2013 reiterating the contents of the earlier endorsement. Left with no alternative, respondent No.1 moved this court by filing a writ petition. The learned Single Judge, on assessing oral and documentary materials placed by both the parties passed the impugned order as under:

> *"**26**. In the result, I pass the following:-*
>
> *(i) Petition is hereby allowed.*
>
> *(ii) The impugned Endorsements dated 18.03.2013 and 06.06.2013 at Annexures - T and V respectively issued by the respondent No.2 - KIADB are hereby quashed.*
>
> *(iii) Respondent No.2-KIADB is hereby directed to refund to the petitioner a sum of Rs.2,71,37,750/- together with interest at 12% p.a. on the said sum from 28.05.2010 till the date of payment/realisation."*

Challenge to the same is *lis* before this Court.

8. We have heard the learned counsel Sri. Ashok Narayan Nayak for the appellant, the learned counsel Sri. Manmohan P.N., for respondent No.1 and the learned HCGP Sri. G.S. Aruna for respondent No.2-State.

9. The primary contention of the learned counsel for the appellant is that the appellant-KIADB entered into an agreement with respondent No.1 on 08.10.2009 to allot the land for their project subject to deposit of 40% of tentative cost of land. As per the provision stipulated in Regulation 8(b) of the Karnataka Industrial Area Development Board Regulations Act, 1969, the KIADB may receive deposits from the applicants pending allotment of land up to the probable cost of the land applied for, including the development and administrative charge and the Board may give preference to those who made such deposits with the Board. Hence, in terms of Regulations 5 and 8 of the said Act, the Board accepted the deposit of 17.82 crore on 28.05.2010 pending allotment of the land. As per Section 32 of the said act, the Board moved the State Government for transfer of the Government land covered under Section 28(1) notification was issued dated 05.09.2009. According to the learned counsel it is not required to issue final notification under Section 28(4) of KIADB Act for Government land. However, the State Government issued a final

notification to an extent of 11.26 acres of private land. He further contended that respondent No.1-company by letter dated 13.10.2011 addressed to the Principal Secretary, Commerce and Industries Department of Karnataka stated that:

> *"Out of the above Government Land of 1094.08 (taken over under Sec 66 KLR Act) 236.07 acres in Survey No.52/9 is out of litigation and the remaining land of 858.01 acres is under litigation. The land in survey no.52/9 to the extent of 236.07 can be considered to hand over and the remaining land of 858.01 acres can be handed over once the stay vacated by Hon'ble High Court, Circuit Bench, Dharwad."*

10. As such the litigation in respect of 1094.08 acres of land was well within the knowledge of respondent No.1-company. Despite, the respondent No.1 unilaterally decided to withdraw the proposal seeking a refund of the amount vide letter dated 08.10.2012. The said action of the respondent-company amounts to gross violation of the provisions stipulated in the agreement executed between the appellant and respondent No.1. Additionally, he contended that, it could be gathered from the letter addressed by the respondent No.1 to the appellant-KIADB dated 07.11.2012 that respondent No.1-Company abandoned the project (acquisition) and sought a refund of the deposited amount. Hence, in terms of clause 8 of the agreement, the appellant rightly forfeited a sum of Rs.2,71,37,750/- i.e., 40% of the tentative cost of the project and refunded the remaining balance amount. According to the learned

counsel, these comprehensive legal contentions urged by the appellant were not considered by the learned Single Judge which led to miscarriage of justice to the appellant-KIABD.

11. Without prejudice to the above contentions, the learned counsel also submitted that there was no clause in the agreement to pay the interest when respondent No.1 withdrew the deposits. In a statutory contract, the respondent No.1-company is not entitled for interest unless there is a specific clause stipulated in the agreement. Hence, the learned Single Judge also erred while passing an order for 12% interest on the amount till the date of payment/realization. With these submissions, he prays to set-aside the impugned order passed by the learned Single Judge. In order to buttress his arguments, he relied on the judgment passed by the Hon'ble Apex Court in the case of ***Ferri Alloys Corporation Limited v. A.P. State Electricity Board and Another*** reported in ***AIR 1993 SC 2005*** and ***1993 Supp (4) SCC 136***.

12. Refuting the above submissions, the learned counsel for respondent No.1-company submitted that the respondent No.2 granted approval for the project and the appellant called upon the respondent No.1 to deposit Rs.17.82 crore being fully aware of the pendency of the litigation before the Hon'ble High Court of Karnataka, Circuit Bench, Dharwad. There was no justification in making respondent No.1 deposit the amount when the appellant

and respondent No.2 are not in a position to hand over the possession of the land. Without statutory backing, the appellant cannot forfeit the amount deposited by respondent No.1. According to the learned counsel, respondent No.1 discharged the obligations under the agreement by depositing 40% of the amount and also awaited 2 years for the project to commence, however, the appellant and respondent No.2 failed to discharge their obligations by handing over the possession of the land. The respondent No.1 was willing to concede and implement the project as it had incurred heavy expenditure towards conducting the feasibility of study and had even spent preponderantly towards the implementation of the project. Further, it has obtained multiple approvals/permissions from the Government Department[s]. The respondent No.1 sought a refund solely owing to the appellant's inability to hand over the possession to an extent of 1100 acres of the land or at least 800 acres of the land out of the said extent. Under such circumstances, the learned Single Judge has rightly allowed the writ petition and directed for a refund of the amount retained by the appellant-KIADB with 12% interest. In order to buttress his argument, he relied on the following judgments:

i. ***Alok Shanker Pandey v. Union of India*** reported in ***(2007) 3 SCC 545***;

ii. ***Mohan Wahi v. Commissioner, Income Tax, Varanasi and Others*** reported in ***(2001) 4 SCC 362***;

iii. ***ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd.,*** reported in ***(2004) 3 SCC 553***;

iv. ***Unitech Ltd. v. Telangana State Industrial Infrastructure Corpn.,*** reported in ***(2021) 16 SCC 35***;

v. ***Shrilekha Vidyarthi (Kumari) v. State of U.P.,*** reported in ***(1991) 1 SCC 212***;

vi. ***Municipal Committee Katra and Ors. v. Ashwani Kumar*** in ***Civil Appeal No.(s)1490-71/2017***.

13. The learned HCGP for the respondent-state adopted the argument advanced by the appellant-KIADB.

14. We have given our anxious consideration on the arguments advanced by the learned counsel for the respective parties and have perused the documents collectively placed before us. The sole point arising for our consideration is:

> *"Whether the learned Single Judge is justified in allowing the W.P.No.39888/2013 (LA-KIADB) by directing the appellant to refund a sum of Rs.2,71,37,750/- along with 12% interest from 28.05.2010 till the date of payment/realization?"*

15. It is undisputed by both the parties that following a proposal invite by respondent No.2 to establish power stations, respondent No.1 approached the appellant vide letter dated 08.10.2009 to acquire and allot land to an extent of 2578.31 acres in Vantamuri Village, Hukkeri Taluk, Belgaum District for development of power plant and industrial park. Thereafter, an agreement was executed between appellant and respondent No.1 on the same day i.e., on 08.10.2009 to that effect. It is further not disputed that on 19.05.2010, respondent No.1 based on an interim value of the land a sum of Rs.17.82 crore was paid to the appellant. Thereafter, the appellant and respondent No.2 failed to hand over the possession of the land as agreed in the agreement for a period of two years. It could be gathered from the records that the preliminary notification dated 10.08.2009 was issued prior to the agreement dated 08.10.2009 was entered between the appellant and respondent No.1. Further, on 04.08.2007 the Land Tribunal held that areas of 2611.17 acres of land in R.S.No.25/23 to 129/16 of Vantamuri Village are excess lands under Section 66 of Karnataka Land Reforms Act, 1961 and this excess land was vested with the Government. Aggrieved by the said order, the writ petitions were filed by the private land holders and the same is pending before the Circuit Bench of this court at Dharwad. Albeit respondent No.1 requested the appellant and respondent No.2 to hand over the possession of at least 236.07 acres of land i.e.,

litigation free land and to take steps to seek an interim order to vacate, acquire and hand over the possession of 11.26 acres of land, however, the appellant miserably failed to hand over the possession of the land for over two years to the respondent No.1 despite receiving Rs.17.82 crore from respondent No.1. Nevertheless, on perusal of Clause 8 of the agreement, there is no recital stipulating to permit forfeiture of 15% out of the total amount of Rs.17.82 crore paid by respondent No.1. As the respondent No.1 did not abandon the project, the appellant was not entitled to forfeit 25% of the amount proportionate to 11.26 acres. As a matter of fact, after respondent No.1's unsuccessful attempts to implement the project and owing to the appellant's failure to hand over the possession of the land, respondent No.1 sought for a refund.

16. The learned Single Judge while passing the impugned order observed as follows:

> *"**12**. It is well settled that even in matters relating to contracts, the state and its instrumentalities, viz., KIADB cannot act in an unfair, arbitrary, illegal and unjust manner and in an appropriate case, a writ petition as against a state or an instrumentality of a state arising out of contractual obligations is maintainable and a writ petition involving a consequential monetary claim is also maintainable as held in the aforesaid decisions of the Apex Court and this Court (supra).*
>
> ***13**. The material on record clearly establishes that petitioner had always been ready and willing to*

*perform his part of the contract and go ahead with the project and set up a power plant in the land which was required to be handed over to the petitioner; there was no breach or default committed by the petitioner in performing its part of the contract and a substantial sum of Rs.17.82 crores had been deposited by the petitioner as long back as on 19.05.2010 within the time stipulated by the KIADB; despite this, the KIADB did not take any steps to hand over possession of the lands to the petitioner and thereby it was KIADB which committed breach and default in performing the obligations under the contract and consequently, the KIADB was not entitled to forfeit the said sum of Rs.2,71,37,750/- which was illegal, arbitrary and opposed to law;*

***14**. Though the KIADB issued preliminary notification in respect of 2497 acres under Section 28(1) of the KIAD Act and the petitioner was allotted only 1100 acres for the project, the final notification was restricted to 11.26 acres only which was hardly sufficient for the petitioner to start the project thereby indicating that the KIADB had committed breach in performance of its obligations and duties under the contract and as such, the KIADB was not entitled to forfeit the aforesaid amount of Rs.2,71,37,750/- from out of the total sum of Rs.17.82 crores deposited by the petitioner;*

***15**. The undisputed fact that the preliminary notification dated 10.08.2009 was issued prior to the Agreement dated 08.10.2009 between the petitioner and respondent No.2 indicates that the land was not acquired on the request of the petitioner as alleged by the KIADB in the impugned Endorsements which are liable to be quashed for assigning illegal and invalid reasons to justify the failure by the KIADB to refund the entire amount deposited by the petitioner;*

***16**. The KIADB was not justified in placing reliance upon clause No.8 of the Agreement in order to forfeit the aforesaid sum of Rs.2,71,37,750/-; In this context, apart from the fact that the said clause does not permit forfeiture of 15% of the total amount of Rs.17.82 crores deposited by the petitioner, the KIADB was also not entitled to forfeit 25% of the amount proportionate to 11.26 acres in view of the*

*fact that the petitioner had not abandoned the project and on the other hand, possession of the land was never handed over to the petitioner by the KIADB in order to enable him to start the project and consequently, no reliance could have been placed upon the said clause No.8 by the KIADB to forfeit the aforesaid sum of Rs.2,71,37,750/-;*

***17**. The preliminary notification clearly indicates that most of the lands notified for acquisition were Government lands, to which clause No.8 had no application in view of non applicability of Section 28(1) and 28(4) of the KIAD Act as agreed between the parties in clause No.3 of the Agreement; under these circumstances, KIADB was not justified in invoking clause No.8 of the said Agreement;*

***18**. The KIADB which was duty bound to acquire the land and make available the said land to the company as per the Agreement had committed breach of the terms and conditions of the Agreement by failing to discharge its obligations and duties there under, was not entitled to take advantage of its own breach / wrong and forfeit the said sum of Rs.2,71,37,750/-;*

***19**. The KIADB which is the statutory authority was not entitled to act in a unreasonable, unjust, unfair and irrational manner in forfeiting the aforesaid sum of Rs.2,71,37,750/- from the petitioner which is neither permissible in law or under the terms of contract.*

***20**. A perusal of the Agreement will indicate that in the preamble as well as clause -2 thereof, an obligation is cast upon the KIADB to take necessary steps to acquire and make available land to the petitioner including taking steps to acquire ownership and possession of the land; the material on record clearly indicates that rather than complying with and discharging the obligations cast upon it in the Agreement, the KIADB committed breach thereof and consequently, the KIADB was not entitled to forfeit the said amount of Rs.2,71,37,750/- from out of the total amount.*

***21**. The Agreement also indicates that in the impugned Endorsements, the KIADB has stated that the aforesaid sum of Rs.2,71,37,750/- comprises of 15% forfeited towards 11 acres and 25% from out of the balance amount; in this context, it is relevant to state that apart from the fact that having committed breach of the terms of the contract, KIADB was not entitled to forfeit 15% having regard to Sections 73 and 74 of the Contract Act, in the absence of any covenant / Agreement with regard to the right of KIADB to forfeit 25%, the KIADB was not justified in forfeiting the said sum of Rs.2,71,37,750/- from out of the total sum deposited by the petitioner.*

***22**. Clause-3 of the Agreement clearly indicates that Sections 3(1) , 28(1) and 28(4) of the KIAD Act are not applicable if the land proposed for acquisition was Government land. In this context, a perusal of the Land Tribunal's orders dated 04.08.2007, 24.03.2011 and 05.05.2011 will indicate that the land proposed to be acquired and handed over to the petitioner was Government land and consequently, neither Section 28(1) nor Section 28(4) of the KIAD Act would apply to the said land; it follows therefrom that clause - 8 of the Agreement which was sought to be invoked and which in turn refers to Section 28(1) and Section 28(4) also would not apply and as such, the KIADB was clearly not entitled to forfeit the aforesaid sum of Rs.2,71,37,750/- on the ground that the petitioner had abandoned the project after issuance of 28(1) Notification and before issuance of 28(4) Notification.*

***23**. A perusal of the Letter dated 13.10.2011 at Annexure-R4 submitted by the petitioner will indicate that the petitioner has clearly stated that out of the total extent of 1100 acres to be handed over to the petitioner, 236.07 acres were not subject matter of the writ petitions pending before this Court and that there was no impediment for the KIADB to hand over the said land to the petitioner. Despite this, the KIADB did not take any steps in this regard nor to get the pending writ petition dismissed thereby committing breach of the terms and conditions of the Agreement and consequently, the KIADB was not entitled to forfeit the aforesaid sum of Rs.2,71,37,750/-.*

> ***24**. Insofar as the contention urged on behalf of the KIADB by placing reliance on clause - 11 of the Agreement that the petitioner is not entitled to any interest on the amount to be refunded is concerned, a perusal of the said clause will indicate that the KIADB will not be liable to pay interest only if the KIADB or the Government decides to drop acquisition proceedings due to unforeseen reasons; in the instant case, it is not the contention of the KIADB that either itself or the Government has dropped the acquisition proceedings due to unforeseen reasons and consequently, KIADB is not entitled to take shelter under clause - 11 in order to avoid its liability to pay interest on the amount to be refunded in favour of the petitioner.*
>
> ***25**. Having made unjust enrichment for itself by refusing to illegally refund the aforesaid sum of Rs.2,71,37,750/- to the petitioner as stated herein before, KIADB is liable to pay interest at 12% on the said amount to the petitioner as held by the Apex Court in the case of Alok Shankar Pande vs. Union of India - (2007) 3 SCC 545."*

17. Delving into the contentions raised by the learned counsel for the appellant, the respondent No.1 is not entitled to claim interest unless specific clauses in the agreement stands breached, more particularly by emphasizing clause 11 of the agreement which stipulates, 'due to unforeseen reason if the Board or the Government decides to drop the acquisition proceedings of the said land, the amounts paid by the company shall be refunded without any interest'. We are afraid, we are unable to accept the said contention of the learned counsel for the simple reason that the said clause categorically enumerates that the appellant KIADB is not liable to pay interest if the appellant or the respondent No.2

collectively decides to drop the acquisition owing to unforeseen reasons, however, there are no such unforeseen reasons arising for the appellant and respondent No.2 to drop the acquisition proceedings.

18. It is unequivocally established that the appellant was well acquainted with fact that the acquired lands were disputed; the appellant and respondent No.2 were in a position unable to hand over the possession of extent of lands as agreed by them to respondent No.1. Upon receiving huge amount of Rs.17.82 crore their unlawfully retaining Rs.2,71,37,750/- is unjustifiable both legally and factually.

19. The Hon'ble Apex Court in the case of ***Municipal Committee Katra and Ors. v. Ashwani Kumar*** in ***Civil Appeal No.(s)1490-71/2017***, held in paragraph No.19 as under:

> *"**19**. It is beyond cavil of doubt that no one can be permitted to take undue and unfair advantage of his own wrong to gain favourable interpretation of law. It is a sound principle that he who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. To put it differently, 'a wrong doer ought not to be permitted to make profit out of his own wrong'. The conduct of the respondent-writ petitioner is fully covered by the aforesaid proposition."*

20. On scrupulous perusal of the comprehensive records placed before us, we hold that, the learned Single Judge has

meticulously dealt with all aspects of the matter and has rightly passed the impugned order which does not call for any interference by this Court. Against this backdrop, we answer the point raised above in affirmative and proceed to pass the following:

**ORDER**

The Writ Appeal is ***dismissed*** being devoid of merits.

In view of the above, I.A.No.1/2024 stands disposed of.

**SD/-**
**(ANU SIVARAMAN)**
**JUDGE**

**SD/-**
**(RAJESH RAI K)**
**JUDGE**

HKV