



[2024:RJ-JD:38136]

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**



S.B. Civil Writ Petition No. 9702/2024

1. M/s Soltown Infra Private Limited, Through Its Authorized Signatory Gouri Shankar Having Its Registered Office At R-1, Off No. -1, Shree S Mohar Plaza, Yudhisir Marg, C-Scheme, Jaipur, Rajasthan- 302001.
2. Mr Rahul Gupta S/o Rajendra Prasad Gupta, Aged About 35 Years, Director, Soltown Infra Private Limited Having His Office At R-1, Off No. -1, Shree S Mohar Plaza, Yudhistir Marg, C-Scheme, Jaipur, Rajasthan - 302001.
3. Mr Arunabh Mohanty S/o Jagdish Chandra Mohanty, Aged About 36 Years, Director, Soltown Infra Private Limited, Having His Office At R-1, Off No. -1, Shree S Mohar Plaza, Yudhistir Marg, C-Scheme, Jaipur, Rajasthan - 302001.

----Petitioners

Versus

Central Transmission Utility Of India Ltd., Through Its Chairman
Plot No. 2, Near Iffco Chowk Metro Station, Sector 29,
Gurugram- 122 001 Haryana.

----Respondent

For Petitioner(s)	:	Mr. Vikas Balia Sr. Adv. Asst by Mr. Aditya Kumar Singh Mr. Devendra Khatri Ms. Anukriti Jain Mr. Ashok Choudhary
For Respondent(s)	:	Mr. Alok Shankar Mr. Falgun Buch with Mr. Gopal Kishan Chhangani

HON'BLE MS. JUSTICE REKHA BORANA**Order****01/07/2025**

1. The present writ petition has been filed aggrieved of letter/communication date 23.02.2023 (Annexure-1) whereby the petitioner-firm had been black-listed from applying for and obtaining any connectivity or open access with Central



Transmission Utility of India Limited (hereinafter referred to as, the 'CTU/Nodal Agency') for a period of three years.

2. The facts as pleaded in the writ petition and the reply to the writ petition, in brief, are as under:

(i) The petitioner firm being authorized by the Government of Rajasthan to develop Solar Park in the State of Rajasthan, applied for Stage I connectivity for 600 MWs and 1200 MWs on 12.10.2021 and 30.11.2021 respectively. The Stage I connectivity as applied for was granted to the petitioner-firm vide intimation dated 21.12.2021 and 22.01.2022.

(ii) Clause 9.2.2 of Connectivity Procedure provides for conditions to be complied with for the grant of Stage II connectivity. The petitioner-firm finding itself eligible to apply for Stage II connectivity, submitted three applications for 500 MWs, 600 MWs and 700 MWs for the purpose. The said Stage II connectivity as applied for was granted to the petitioner- firm on 07.03.2022 vide three different intimation letters to the said effect. All the said applications were granted qua the ISTS sub-station at Bikaner II PS.

(iii) The transmission agreements to the effect were also executed between the parties on 12.04.2022 (Annexure-10).

(iv) Anonymous complaints dated 14.07.2022 and 25.07.2022 were received by the respondent CTU/Nodal Agency pertaining to the land documents as submitted by the petitioner-firm. A detailed enquiry was made by the respondent CTU on the said complaints and it was prima facie found that deliberate misrepresentations



were made and misleading documents were submitted by the petitioner-firm to CTU to approve the satisfaction of the conditions for grant of Stage II connectivity in terms of Clause 9.2.2, which amounted to fraud.

(v) Show cause notice dated 04.08.2022 was hence issued to the petitioner-firm calling upon to explain the deliberate misrepresentation. Petitioner-firm prayed for extension of time to file reply to the said notice and also for a personal hearing. Both the said requests were acceded to and the petitioner-firm was granted a personal hearing on 29.08.2022.

(vi) However, the firm failed to satisfactorily explain the infirmities in the applications as submitted by it for grant of Stage II connectivity and admitted the mistakes on its part. Ultimately, vide letter dated 30.08.2022, the firm withdrew the Stage II connectivity as awarded to it, unconditionally.

(vii) Acting upon the request of the petitioner-firm for unconditional withdrawal, vide letter dated 31.08.2022, CTU/Nodal Agency revoked the connectivity granted to the petitioner-firm cumulatively for 1800 MWs and further terminated the transmission agreements dated 12.04.2022 with immediate effect. Further, the bank guarantee as submitted by the firm was also encashed by CTU and was credited to the Transmission Charges Pool (POC pool) on 11.09.2022.

(viii) The above revocation and termination was made by CTU/Nodal Agency reserving its right with regard to the infirmities pointed out in its earlier communication.



(ix) In pursuance to the right reserved, CTU/Nodal Agency proceeded on to act further and after finding the reply/defence as furnished/raised by the petitioner-firm to show cause notice dated 04.08.2022, to be unsatisfactory held that the petitioner-firm committed a fraud. Consequently, vide order impugned dated 23.03.2023, it proceeded on to black-list the petitioner-firm for a period of three years.

3. It is the above order dated 23.03.2023 which is under challenge in the present petition.

4. Learned counsel for the petitioner raised the following grounds:

(i) The CTU being only a nodal agency has no authority to blacklist the firm. It could only have acted in terms of the conditions of the agreement and that having already done i.e. the bank guarantee having been encashed and the agreement been terminated, no further action so as to blacklist the firm could have been taken by the said Nodal Agency. Once the agreement itself was terminated, the Nodal Agency was not empowered to act further. Moreover, no clause of the agreement governing the parties empowered the respondent agency to blacklist the firm.

(ii) The action of blacklisting is in clear violation of statutory right provided to the petitioner firm in terms of the Electricity Act, 2003. The Electricity Act provides for the right of open access and connectivity and the CTU has no option but to allow connectivity and open access if the firm complies with all the technical requirements stipulated in the applicable regulations. CTU being a mere Nodal Agency has no discretion to



refuse/restrain open access and connectivity if the firm complies with the regulations.

(iii) The right to connectivity, open access and generate electricity is a statutory grant in terms of Electricity Act and not a contractual grant. Further, open access is not a privilege but a right as held by Hon'ble the Apex Court in **Patel Engineering Ltd. Vs. Union of India; (2012) 11 SCC 257** and **Kulija Industries Ltd. Vs. Western Telecom Project BSNL; (2014) 14 SCC 731**. The said statutory right has been sought to be curtailed by respondent CTU totally in contravention to the settled position of law.

(iv) Even after show cause notice dated 04.08.2022 been replied to, when no conclusion was arrived at, the petitioner firm, of its own accord, withdrew the Stage II connectivity granted to it. In pursuance to the said withdrawal, the agreements were terminated and even the bank guarantee of the firm was encashed. Once the said action was taken, cause if any, came to an end/ceased. The further action in pursuance to same show cause notice dated 04.08.2022 clearly amounted to 'double jeopardy'. Second penalty for the same cause of action amounting to double jeopardy definitely needs interference by this Court. In support of this submission, counsel relied upon the judgment of Hon'ble Apex Court in **Lt. Governor, Delhi & Ors. Vs. HC Narinder Singh; (2004) 13 SCC 342**.

(v) The whole action of CTU has been on the ground that the firm had duplicated and submitted the same land rights related documents in more than one application and further that the same



computer generated endorsements had been submitted with different land right related documents purporting them to be registered. But no such action was proved to have been committed by the firm. The specific contention of the petitioner firm was that the firm did not gain any advantage by incorporating/undertaking any wrong land documents as there was no minimum land requirement either on the date of application filed by the petitioner or on the date of issuance of the blacklisting notice. When there was no minimum land requirement, the alleged false representation even if any, could not have granted any advantage to the petitioner-firm and hence, no fraud can be concluded.

(vi) A fraud can be concluded only if a false representation is made to gain some undue advantage. No undue advantage having been proved in the matter, the action of the respondent - CTU was clearly arbitrary.

(vii) The specific contentions of the petitioner-firm denying the allegations of fraud were not even dealt with by the respondent-CTU while passing the order/communication impugned. Had the same been considered, it would very well have been clarified that the discrepancies as pointed out by the respondent-CTU were just the inadvertent errors which even stood rectified by the firm when pointed out. The said inadvertent errors neither resulted into any undue advantage to the petitioner-firm nor to any injury/loss to respondent-CTU. In that situation, the petitioner-firm having already penalized by encashment of bank guarantee, could not have been further penalised by a major penalty of blacklisting.



5. Responding to the grounds as raised by counsel for the petitioner, counsel for the respondent submitted that the minimum land requirement for Stage II connectivity was definitely provided in the regulations. Counsel while relying upon Clause 9.2.2 submitted that one of the requisite milestone to apply for Stage II connectivity was the ownership or lease rights or land use rights for 50% of the land required for the capacity of Stage II connectivity. Therefore, the submission made by counsel for the petitioner that there was no minimum land requirement is totally fallacious.

6. Responding to the ground that no fraud was proved on record, Counsel submitted that the fact of petitioner-firm having duplicated and submitted the same land documents in more than one application and further, the same computer generated endorsements having been submitted with different land documents, was rather admitted by the petitioner-firm may be on the pretext of an 'inadvertent error'. It is only because of the said admitted facts of misrepresentation and manipulation that the firm on its own accord, moved an application for withdrawal of the Stage II connectivity as granted to it. The said withdrawal of the firm clearly amounted to admission and once the duplication of documents and misrepresentation was admitted, no further action/evidence to prove the fraud was even required. The facts speak for themselves and same having been admitted, required no further proof.

7. Responding to the ground of double jeopardy raised by counsel for the petitioner, counsel for the respondent submitted that the impugned action was in furtherance to show cause notice



dated 04.08.2022 only. The termination of the agreements was with a specific stipulation that the same was without prejudice to CTUs rights in regard to infirmity pointed out in show cause notice dated 04.08.2022 as well as the material shared during personal hearing held on 29.08.2022.

8. Counsel further submitted that the plea of legitimate expectation is barred in cases of express fraud and once the fraudulent conduct of the petitioner-firm was crystal clear, it could not have been ignored by the State agency and it deserved a logical conclusion.

9. While arguing that the respondent-CTU was very well competent and empowered to blacklist the firm, counsel while relying upon the judgment of **Patel engineering** (supra) submitted that the authority of the State to blacklist a person is a necessary concomitant to the executive part of the State to carry on the trade or business and making all contracts for any purpose and there need not be any statutory grant of such power. The only legal limitation upon the exercise of such an authority is that the State is to act fairly and rationally without in any way being arbitrary.

10. With the above submissions counsel submitted that the impugned order/communication was totally within the jurisdiction of the respondent-CTU and hence, deserves to be affirmed.

11. Heard the counsels and perused the record.

12. The format of Application for Stage II connectivity specifically provided for certain undertakings to be given by the applicant. One of the said undertaking provided as under:-



"I hereby undertake that the undertaking and other documents (if any) submitted in order to meet the eligibility conditions (e.g., LOA, ownership of land, financial closure, auditor's certificate regarding release of funds etc. submitted for eligibility for Stage-II connectivity) have not been and shall not be used as eligibility documents for any other Stage-II application. In case of any default in this regard, the application shall be liable for rejection along with all associated legal and regulatory liabilities."

Admittedly, the above undertaking was given by the petitioner-firm while applying for Stage II connectivity.

13. Show Cause Notice dated 04.08.2022 as served on the firm, incorporated the following averments:-

*"3. Whereas, SOLTOWN had submitted Title Report(s) by a registered Advocate, Auditor's certificate(s) by a Chartered Accountant and Self Certificate Declaration-cum-Undertaking(s) towards satisfaction of the prescribed eligibility criteria under Clause 9.2.2 of the Revised Procedure with its applications along with Affidavit in terms of CTU advisory. In this regard, in the Declaration-cum-Undertaking submitted along with the applications SOLTOWN had undertaken and submitted the **"We undertake that the subject land has not been/will not be used for any other purpose/project"**. Further, in the Affidavit submitted with these applications by SOLTOWN, it had been submitted that:*

"3. I am aware that if at any stage any falsity/inaccuracy/incorrectness is detected in the document/statements, the application itself or the grant of Connectivity shall be liable for



rejection or revocation (as the case may be) along with all consequences in this regard."

4. Whereas, upon receipt of information about certain infirmities/anomalies in the Stage-II Connectivity applications made by SOLTOWN, a post grant detailed scrutiny by CTU was carried in respect of all the three connectivity applications aggregating 1800 MW. This examination inter alia revealed that SOLTOWN has duplicated and submitted the same land right related documents in more than one application and also, the same computer-generated endorsements have been submitted with different land right related documents purporting it to be registered.

5. Whereas, prima facie it appears that SOLTOWN has, deliberately misrepresented and misled CTU to approve the satisfaction of the conditions for grant of Stage-II connectivity under Clause 9.2.2 which constitutes a fraud. Consequently, the grant of Stage-II connectivity in favour of SOLTOWN is vitiated by reason of such wilful and deliberate act on the part of SOLTOWN.

6. And, therefore, SOLTOWN is hereby called upon to explain within 7(seven) days from the date of this notice (addressed by both email/Registered AD), why 1800 MW (aggregate) Connectivity granted to Soltown Infra Private Limited vide CTU letter Ref No. C/CTU/N/05/1200003573, C/CTU/N/05/1200003579, C/CTU/N/05/1200003603 dated 07.03.2022 cannot be revoked along with all associated consequences for deliberately misrepresenting and misleading CTU and for acting contrary to Clause 9.2.2 of the Revised Procedure for grant of Stage-II connectivity. In case no reply/representation is received within the stipulated time, it will be presumed that you have no cause and appropriate action will be initiated accordingly."

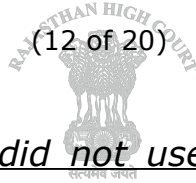




14. In reply dated 18.08.2022 to one of the notice dated 04.08.2022 as submitted by the petitioner-firm, it was responded as under:-

"6. Because your Notice does not specify which land right related documents are duplicated and which computer-generated endorsements have been submitted with different land right related documents purporting it to be registered. During the discussions with your team, following observations were pointed out:

a. In application No.120003573 (500 MW) two land documents mentioned titled Harvindra Puri (15.61 Acre) in page no. 129-136 and Devendra Puri (14.06 Acre) In page no. 214-219 of the submitted land documents are not included/claimed for qualification in the annexure (which details the land parcels being used in the application no. 1200003573 (500 MW) to satisfy the requirements of Clause 9.2.2 of the Revised Procedure). This means that we had not used or claimed this additional land to satisfy the land requirement in clause 9.2.2 of the Revised Procedure. **Due to a clerical mistake these two additional and unclaimed documents got uploaded with other land documents.** Our application No. 1200003573 (500 MW) satisfies the land requirement without counting the additional and unclaimed land in these two land documents, and as such is complete without the two land documents. The copy of the previously uploaded documents with application No. 1200003573 after removal of the two mistakenly added documents is enclosed herewith as Enclosure (1). Kindly note that we gained no benefit whatsoever by having made the mistake of placing these two additional and unclaimed documents with the application. The fact that these two documents were mistakenly placed on record and not deliberately is evident



from the fact that we did not use the land in these two documents towards satisfying the land requirement as stated in the ANNEXURE to the application. i.e. There is no mention of these two parcels of additional and unclaimed land in the application besides simply being annexed with the application. It is clarified that there is a mention of every other parcel of land (other than these two) in the ANNEXURE to the application No. 1200003573 (500 MW) as having satisfied the land requirement in Clause 9.2.2. Kindly appreciate that all the land documents mentioned in the ANNEXURE and uploaded with the application No. 120003573 (500 MW) are complete and sufficient without considering the two afore-stated land parcels. As of today, the project has much more than land required under clause 9.2.2.

b. Kindly appreciate that all the land documents mentioned in the ANNEXURE and uploaded with the application No. 1200003573 (500 MW) are complete and sufficient without considering the two afore-stated land parcels. As of today, the project has much more land."

15. In reply dated 18.08.2022 to the second notice dated 04.08.2022, it was responded by the petitioner-firm as under:-

"Because your Notice does not specify which land right related documents are duplicated and which computer-generated endorsements have been submitted with different land right related documents purporting it to be registered. During the discussions with your team, following observations were pointed out:

a. In Application No. 1200003603 (700 MW), four land parcels out of 27 were mistakenly uploaded. The fact is that, there were other land parcels with the registry of the same date which were to be uploaded with the Application No. 1200003603 (700 MW), but among



land documents of 80 land parcels uploaded, a clerical error occurred, and these 4 wrong documents were uploaded. A list of the details of these wrongly uploaded documents is annexed herewith as Enclosure {3a}. The fact that we had other three land documents, the registration date of which land documents pre-date our application and is infact of same day as of the 4 wrongly submitted land parcels i.e. all dated 30.11.2021 demonstrates that this was not done deliberately. We are submitting the correct land documents with this reply as Enclosure {3b} (collectively). Kindly appreciate that as on the date this mistake was made, we had the requisite amount of land vis-à-vis the four parcels of land which we mistakenly put in the application, but we mistakenly did not place the correct land documents on record. Copies of correct land documents relating to the correct 3 land parcels is attached herewith as Enclosure {3}.

b. The land documents attached with Application no. 1200003603 (700 MW) contains nine land documents with which different registration endorsements were uploaded due to a clerical mistake. These endorsements are for different lands and not belong to these 9 land agreements. These endorsements may be ignored. It is stated that there is no duplication in these nine land parcels. Kindly appreciate that we have registered more then 80 lands for the application and over 2000 acres in quantum,. While managing these almost 1000 papers, a bonafide error happened during the uploading of the documents.”

16. A bare perusal of the above averments as made by the petitioner-firm in its replies to the show cause notice reflects that the fact of 04 land documents being wrongly uploaded qua application for grant of connectivity of 700 MWs out of 27 land documents was admitted. Further, uploading of 09 land documents



with different registration endorsement was also admitted, may be on the pretext of 'inadvertent error' or a 'clerical mistake'.

17. The fact of personal hearing being given to the petitioner-firm has also not been denied. After the personal hearing being given, admittedly the matter remained unresolved and hence, the firm applied for withdrawal of Stage II connectivity vide its letter dated 30.08.2022 (Annex.17) with the following averments:

*"Based on the notice received on 4th August 2022, we responded by our letter dated 18.08.2022 & 21.08.2022. We further interacted with the CTU team on 11.08.2022 and 29.08.2022. **As the matter under discussion still remain unresolved, Therefore we wish to unconditionally withdraw our three Stage II connectivity's awarded as per the above mentioned letters.***

Request you to kindly acknowledge this letter. Thank you."

18. Respondent-CTU acted upon communication dated 30.08.2022 of the petitioner-firm and vide communication/order dated 31.08.2022 (Annex.18) revoked the Stage II connectivity while observing as under:-

"Accordingly, in the light of the above representation by the SOLTOWN in the communication dated 30.08.2022, the Stage-II Connectivity granted to SOLTOWN vide intimation nos. C/CTU/N/05/1200003573, C/CTU/N/05/1200003579, and C/CTU/N/05/1200003603 all dated 07.03.2022 stand revoked (along with bays allocated vide letter dated 12.07.2022) and Transmission Agreements dated 12.04.2022 stand terminated with immediate effect along with the following consequences:



(a) SOLTOWN shall not have any right to claim under the subject Stage-II Connectivity grants and the same shall stand terminated for all intent and purposes at the instance of SOLTOWN;

(b) CTU shall be entitled to encash Connectivity Bank Guarantee in the sum of Rs.Fifty (50) Lakh issued by ICICI Bank in favor of CTU and appropriate the amount irrevocably without any right of SOLTOWN to claim any amount from CTU.

The above actions by CTU shall be **without prejudice to its rights in regard to the infirmities pointed out by CTU in the communications resting with the CTU show cause notice dated 04.08.2022 as well as the material shared by CTU during the personal hearing held on 29.08.2022.** Save as mentioned hereinabove, all claims made by SOLTOWN in the representations made are denied.
Thanking you,"

19. A bare perusal of all the above facts clearly reveal that the fact of duplication of documents and endorsement of wrong land documents was rather admitted on part of the petitioner-firm and it is only because of the said action that it proceeded on to apply for withdrawal of the Stage II connectivity as granted to it, **unconditionally.**

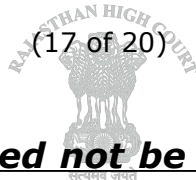
20. So far as the revocation of the grant and termination of the transmission agreements is concerned, communication dated 31.08.2022 clearly reflects that the same was done by the CTU without prejudice to its rights in regard to infirmity as pointed out vide show cause notice dated 04.08.2022 as well as the material shared on 29.08.2022 i.e. the date of personal hearing. In view of the same, this Court is of the clear opinion that the revocation of the grant and termination of the agreements cannot be concluded



to be a final disposal of the matter for all purposes. CTU definitely, vide communication dated 31.08.2022, reserved its rights to act further regarding the infirmities. Therefore, it cannot be held that after termination of the agreements, CTU could not have acted further in the matter. The misrepresentations having been admitted by the petitioner-firm, the action thereupon was a necessary corollary, that too, in view of the fact that a specific undertaking (as reproduced in the preceding para) was given by the petitioner-firm to the effect that the land documents used qua one application shall not be used as eligibility documents for any other Stage II connectivity. Thereby, the firm specifically undertook that in case of any default, it shall be liable for rejection along **with all associated legal and regulatory liabilities**.

21. Black-listing a firm found to be evolved in fraudulent practice is not a concept foreign to contractual law. The law specifically provides for restraining any firm to enter into any further business relations with a party if it is found to have committed any fraud with the other party. As observed by Hon'ble the Apex Court in **Patel Engineering** (supra), the decision of State or its instrumentality not to deal with certain persons or class of persons on account of undesirability of entering into contractual relationship with such persons is called 'blacklisting' and the State can decline to enter into a contractual relationship with a person or a class of persons for a legitimate purpose. Therein, Hon'ble the Apex Court held as under:

"The authority of State to blacklist a person is a necessary concomitant to the executive power of the State to carry on the trade or the business and making of contracts for any



*purpose, etc. **There need not be any statutory grant of such power.** The only legal limitation upon the exercise of such an authority is that State is to act fairly and rationally without in any way being arbitrary – thereby such a decision can be taken for some legitimate purpose. What is the legitimate purpose that is sought to be achieved by the State in a given case can vary depending upon various factors.”*

22. Hon’ble the Apex Court in **Kulija Industries Ltd.** (supra) also laid down the same proposition of law. Therein, the Hon’ble Court held as under:

*“That apart, **the power to blacklist a contractor whether the contract be for supply of material or equipment or for the execution of any other work whatsoever is in our opinion inherent in the party allotting the contract. There is no need for any such power being specifically conferred by statute or reserved by contractor.** That is because “blacklisting” simply signifies a business decision by which the party affected by the breach decides not to enter into any contractual relationship with the party committing the breach. Between two private parties the right to take any such decision is absolute and untrammelled by any constraints whatsoever. The freedom to contract or not to contract is unqualified in the case of private parties. But any such decision is subject to judicial review when the same is taken by the State or any of its instrumentalities. This implies that any such decision will be open to scrutiny not only on the touchstone of the principles of natural justice but also on the doctrine of proportionality. A fair hearing to the party being blacklisted thus becomes an essential precondition for a proper exercise of the power and a valid order of blacklisting made pursuant thereto. The order itself being reasonable, fair and proportionate to*



the gravity of the offence is similarly examinable by a writ court. The legal position on the subject is settled by a long line of decisions rendered by this Court starting with Erusian Equipment & Chemicals Ltd. v. State of West Bengal and Anr. (1975) 1 SCC 70 where this Court declared that blacklisting has the effect of preventing a person from entering into lawful relationship with the Government for purposes of gains and that the Authority passing any such order was required to give a fair hearing before passing an order blacklisting a certain entity. This Court observed:

"20. Blacklisting has the effect of preventing a person from the privilege and advantage of entering into lawful relationship with the Government for purposes of gains. The fact that a disability is created by the order of blacklisting indicates that the relevant authority is to have an objective satisfaction. Fundamentals of fair play require that the person concerned should be given an opportunity to represent his case before he is put on the blacklist."

23. What can be concluded from the above ratio is that power to blacklist a contractor is inherent in the party allotting the contract. There is no need for any such power conferred by any Statute or reserved by the contractor. The right to take such decision if exercised between private parties, the same is absolute and untrammelled by any constraints. If such right is exercised by the State or any of its instrumentality, the same is subject to judicial review. But then, the said scrutiny can also be only on the touchstone of the principles of natural justice and the doctrine of proportionality. Meaning thereby, a judicial review of an order of blacklisting is permissible only if a fair opportunity of hearing has



not been granted to the incumbent or the order of blacklisting is highly disproportionate to the gravity of offence.

24. Applying the above ratio to the present matter herein, it is not denied that the petitioner-firm after being served with notice dated 04.08.2022, applied twice for extension of time to file reply and the same was granted both the times. Further, the petitioner-firm prayed for personal hearing and that too was granted. Therefore, it is crystal clear that a fair opportunity of hearing was very well granted to the petitioner-firm by the respondent-CTU.

25. So far as the proportionality of order of blacklisting is concerned, this Court is of the opinion that in the present circumstances wherein the fact of duplicating the land documents and further endorsing the wrong documents with the registration numbers of some other land documents is evident and rather admitted on record. It is clear that the petitioner-firm annexed the same land documents with two different applications which was in total contravention to the conditions of the regulations and in contravention to the undertaking given by it.

26. Further, it is also clear on record that the registration number of some other land documents were furnished along with the application form which did not even pertain to the land documents as submitted. The same clearly was with an intent to avail undue advantage in order to fulfill the criteria as provided in Clause 9.2.2. The above fraud being proved on record, the same definitely could not have been ignored by the respondent-CTU. Fraud committed whenever and wherever, has to be taken care of and the same cannot be permitted to be given a go-bye. Once it was proved on record that the petitioner firm had committed a



fraud, the respondent-CTU definitely was empowered to take a decision not to enter into any contractual relationship with the petitioner firm, in future. The action of the respondent-CTU therefore cannot be said to be arbitrary or against any provision of law. The same being totally in consonance with the settled position of law, the order impugned does not deserve any interference and the writ petition is hence, **dismissed**.

27. Stay petition and pending applications, if any, stand **disposed of**.

(REKHA BORANA),J

186-Praveen/Devanshi/-