



[2026:RJ-JD:13509]

HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR

S.B. Civil Writ Petition No. 5368/2025

Takhat Singh S/o Shri Nirbhay Singh Rajput, Aged About 26
Years, R/o Village Mandiyana, Tehsil Nathdwara, District
Rajsamand (Raj.)

-----Petitioner

Versus

1. State Of Rajasthan, Through The Principal Secretary
Mines Department, Government Of Rajasthan,
Secretariat, Jaipur
2. The Additional Director (Mines), Udaipur Zone, Udaipur.
3. The Mine Engineer, Mines And Geology Department,
Rajsamand Division-Ii, Rajsamand.

-----Respondents

For Petitioner(s) : Mr. Vikas Balia, Sr. Advocate assisted
by Mr. Amit Vyas.
For Respondent(s) : Mr. Lalit Pareek, D.G.C.
Mr. Aditya Gupta.

HON'BLE MR. JUSTICE SANJEET PUROHIT
Order

Reportable

- | | | | |
|----|---|----|------------|
| 1. | Date of Conclusion of arguments | :: | 18.02.2026 |
| 2. | Date on which judgment was reserved | :: | 18.02.2026 |
| 3. | Whether the full judgment or only the
operative part is pronounced | :: | Full |
| 4. | Date of pronouncement :: | :: | 13.04.2026 |

1. The present writ petition has been filed assailing the order dated 19.10.2022, cancelling mining lease of the petitioner in exercise of powers under Rule 28(2)(xvii)(a) of the Rajasthan Minor Mineral Concession Rules, 2017 (hereinafter referred to as the "Rules of 2017"). Petitioner prayed for restoration of mining lease dated 07.02.2020.



2. Brief facts giving rise to the present writ petition are that petitioner applied for grant of mining lease for minerals quartz and feldspar in respect of land falling within his khatedari holdings, comprising Khasra Nos. 873/155 and 868/155, situated at Village Takariyon Ka Gura, Tehsil Nathdwara, District Rajsamand. Upon completion of procedure prescribed under Rules of 2017, respondent authorities granted and executed a mining lease in favour of the petitioner on 07.02.2020 for a period of 50 years.

2.1 During subsistence of the mining lease, Respondent No. 3 issued notice dated 12.01.2022 alleging two breaches on the part of the petitioner, namely, non-installation of *pakka* boundary pillars over the lease area and undertaking unauthorized mining. Petitioner duly submitted a reply thereto, inter alia stating that *pakka* pillars had already been installed on the boundaries of lease area and that mining operations were carried out within leased area and minerals were dispatched through valid ravanna slips so also requisite royalty had been duly paid, therefore, allegation of unauthorized mining could not be sustained.

2.2 However, Respondent No. 3, vide subsequent notice dated 18.04.2022, holding petitioner's explanation as unsatisfactory, determined penalty amounting to Rs. 1,53,11,900/- to be recovered from the petitioner. The petitioner was directed to deposit the said amount, with a further stipulation that in case of default, recovery proceedings would be initiated under the provisions of the Rajasthan Land Revenue Act, 1956.



2.3 Aggrieved by the said notice / order, petitioner preferred an appeal, however, First Appellate Authority dismissed the same observing that impugned communication dated 18.04.2022 was merely in the nature of a notice and, thus, no appeal against the same was maintainable.

2.4. Challenging the same, petitioner preferred revision petition before Respondent No. 1. During the pendency of said revision petition, petitioner filed S.B. Civil Writ Petition No. 16130/2022, which was subsequently withdrawn. Revision petition came to be allowed vide order dated 12.04.2023 and while setting aside order dated 27.07.2022 passed by Appellate Authority, matter was remanded to Respondent No. 2 to decide the appeal against the notice/order dated 18.04.2022 afresh on merits and to pass a reasoned and speaking order.

2.5 During the period when petitioner was pursuing statutory remedies against the original notice dated 18.04.2022, Respondent No. 2, vide order dated 19.10.2022, cancelled petitioner's mining lease in exercise of powers under Rule 28(2) (xvii)(a) of Rules of 2017, alleging non-compliance of notices dated 12.01.2022 and 18.04.2022.

2.6 It is further contended that subsequent to the cancellation of mining lease, State Government introduced an Amnesty Scheme and petitioner, while availing the benefit of said scheme, deposited entire revised penalty amount, pursuant to which Respondent No. 3 issued a "No Due Certificate" in favour of petitioner, however, mining lease of the petitioner has not been restored.



In aforesaid factual background, present writ petition has been filed challenging order dated 19.10.2022.

3. Arguing on behalf of petitioner, learned Senior Advocate Mr. Vikas Balia submitted that impugned order of termination of lease is *ex-facie* illegal, arbitrary and in violation of provisions of Rules of 2017. It was contended that since appeal challenging the initial notice/order dated 18.04.2022 was already pending consideration before the First Appellate Authority, demand could not be said to have attained finality. Consequently, cancellation / termination of lease vide order dated 19.10.2022, on the ground of alleged breach not being remedied, is clearly unsustainable in the eyes of law.

3.1 It is further argued that prior to passing of final order of termination of lease, mandatory notice of 30 days was not given, thus, impugned order, being in violation of statutory requirement as well as principles of natural justice, is not sustainable.

3.2 Learned counsel for petitioner further contended that once petitioner has already deposited entire revised penalty amount and "No Due Certificate" has been issued by respondent authorities, action of terminating mining lease is wholly unjustified.

3.3 Additionally, it is contended that in several similarly situated cases, on subsequent deposition of penalty amount under the Amnesty Scheme, Respondent No. 2 while taking lenient view has restored such Mining leases, however, similar treatment was not



advanced in case of petitioner, which amounts to hostile discrimination.

3.4 Learned counsel for petitioner further stated that Rule 28(2) (xvii)(a) of the Rules of 2017 contemplates two distinct consequential actions, namely, forfeiture of security deposit or termination of the lease. However, in present case, respondents have failed to exercise their discretion judiciously and resorted to the extreme step of cancellation/termination of mining lease in mechanical manner, which is wholly unjustified.

3.5 In support of the aforesaid contention, reliance has been placed on the judgment rendered in **S.B. Civil Writ Petition No. 14717/2016; M/s. Sojat Lime Company vs. State of Rajasthan & Ors.**, which came to be affirmed by the Hon'ble Division Bench vide judgment dated 08.07.2019 passed in **D.B. Special Appeal (Writ) No. 200/2019; State of Rajasthan vs. M/s. Sojat Lime Company & Ors.**

4. *Au contraire*, learned counsel for respondent supported the order dated 19.10.2022, contending that same has been passed in exercise of powers under Rule 28(2)(xvii)(a) of the Rules of 2017 and after due compliance with procedure prescribed thereunder.

4.1 Learned counsel further submitted that amount under the Amnesty Scheme was deposited by petitioner after termination of the mining lease vide order dated 19.10.2022 and such subsequent deposit cannot constitute a valid ground for restoration of the petitioner's mining lease.



4.2 Learned counsel for respondent stated that reliance placed on behalf of petitioner upon judgment passed in **M/s. Sojat Lime** (supra) is not relevant, as said judgment pertains to provisions of the MMCR, 1986, whereas impugned order in present case has been passed under provisions of the MMCR, 2017.

4.3 It is further contended that sufficient opportunity had been afforded to petitioner to deposit outstanding amount; however, despite such opportunities, petitioner failed to remedy said breaches. Thus, respondents were justified in resorting to terminate mining lease in accordance with law.

5. Heard, learned counsel for respective parties at length and perused material available on record. Upon due consideration of factual matrix and rival submissions advanced, this Court finds that multiple legal issues arise for determination. For clarity and structured adjudication, the issues are delineated and addressed sequentially hereinafter.

I. Whether the impugned order is violative of principles of natural justice and unsustainable for non-compliance of mandatory requirement of 30 days notice under second proviso to Rule 28(2)(xvii)(a) read with Schedule IV of the Rules, 2017 ?

6. Facts of the present case, when examined chronologically, reveal that by issuing initial notice dated 12.01.2022 petitioner was called upon to submit explanation and deposit the amount of penalty in 30/45 days. All possible alternative consequences were also mentioned that in case of non-deposition of due amount



either penalty will be imposed or if breach is not remedied, mining lease will be terminated. Reply submitted by petitioner was rejected, while declaring the same as unsatisfactory vide final demand notice / order dated 18.04.2022 and penalty amounting to Rs. 1,53,11,900/- was imposed.

6.1 Subsequently, respondent No. 2, vide order dated 19.10.2022, cancelled / terminated petitioner's mining lease in purported exercise of powers under Rule 28(2)(xvii)(a) of the Rules of 2017, citing non-compliance of the notices dated 12.01.2022 and 18.04.2022.

6.2 Learned counsel for petitioner contended that mandatory statutory requirement embodied in second proviso to Rule 28(2)(xvii)(a) has not been complied with, inasmuch as no specific thirty days' notice was served before resorting to extreme step of termination of the mining lease.

Per contra, learned counsel for respondents stated that in initial notice dated 12.01.2022, 30/45 days time was granted to petitioner and respective possible consequences were clearly mentioned, which is sufficient statutory compliance.

Thus, the core issue relates to '**the stage**' at which respondent authorities must issue the 30 days' notice to satisfy mandatory compliance of second proviso to Rule 28(2)(xvii)(a).

6.3 To deal with said arguments, this Court finds it necessary to first scrutinize scheme of Rule 28 read with Schedule IV of the Rules of 2017. For ready reference, Rule 28(2)(xvii)(a) and Schedule IV of Rules of 2017 are reproduced herein below:





" Section 28 : Terms and Conditions of mining lease or quarry licence. -

(2) Every mining lease shall be subject to the following additional conditions:-

(xvii) (a) In case of any breach on the part of the lessee of any covenant or condition contained in the lease, **the competent authority may determine the lease with prior approval of next higher authority and take possession of the said premises and forfeit the security deposit or in the alternative may impose penalty as specified in Schedule IV:**

Provided that decision on termination of lease on breaches other than dues shall be taken by the Director on the recommendation of a committee comprising Additional Director Mines (HQ), Deputy Legal Remembrance and Superintending Mining Engineer (HQ), concerned.

Provided further that decision of termination of lease shall be taken only if the lessee has failed to remedy the breach, after serving of a thirty days' notice; and"

SCHEDULE IV : PENALTIES FOR NON-OBSERVANCE OF THE TERMS AND CONDITIONS OF MINING LEASE AGREEMENT

(i) If the breach is remedied after notice period **but within forty five days from the date of receipt of notice, ten percent of security deposit or rupees five thousand, whichever higher, shall be forfeited.**

(ii) **If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit:**

Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit or rupees ten thousand, whichever higher, shall be forfeited.

6.4 Bare reading of Rule 28(2)(xvii)(a) read with Schedule IV of Rules of 2017 shows that to deal with cases of breach of mining lease conditions, a sequential and self-contained procedure is clearly provided, where each stage flows logically into next and





termination of mining lease is provided only as a measure of last resort.

A careful and dissectional analysis of Rule 28(2)(xvii)(a) read with Schedule IV, reveals that a stepwise, graduated procedure is required to be undertaken by Competent Authority prior to passing of order of termination of a mining lease :

I. The process begins with detection of a breach and issuance of a notice granting the lessee time to cure such breach.

II. If the breach is remedied within notice period, the proceedings conclude without any adverse consequence.

III. If breach remains uncured, the scheme does not contemplate immediate termination; instead, it proceeds to the stage of penalty prescribed under Schedule IV.

IV. Where the breach is cured after the notice period but within 45 days from receipt of notice, the lease continues, subject to penalty of forfeiture of 10% of security deposit or ₹5,000, whichever is higher.

V. If breach persists beyond 45 days, Schedule IV still does not mandate automatic termination. Clause (ii) provides alternative consequences, i.e., either enhanced penalty (forfeiture of 20% of security deposit or ₹10,000, whichever is higher) or determination of the lease. Thus, even clause (ii) permits delayed compliance with stricter financial implications.

VI. Notably, statutory scheme prescribes no rigid outer limit for termination of lease, beyond initial 45 days period. The breach may be cured at any stage prior to actual termination, indicating



that 45 days period is not a cut-off for cancellation, but a threshold beyond which decision for termination may be taken.

6.5 Conjoint reading of aforesaid provisions makes it clear that, until expiry of the initial 45 days period or any extended period, statute contemplates alternative consequences, with termination of lease being one such option. Power of termination of lease is to be invoked only as last resort i.e. upon lessee's failure to cure the breach within the prescribed or extended period.

In this backdrop, language of second proviso - particularly the expression "**a decision of termination shall be taken only if**" - is of determinative importance. It unequivocally mandates that required 30-days notice is to be issued at the stage when Competent Authority proposes to take final decision of termination of mining lease.

6.6 This Court is of the considered opinion that the Legislature, in its wisdom has deliberately engrafted aforesaid specific safeguard at the stage of taking decision of termination of mining lease. The rationale behind is not far to seek as termination is a drastic measure with serious civil and economic consequences, particularly in cases of long-term leases, which involves substantial investment, employment, and ongoing commercial operations.

Accordingly, the statutory scheme adopts calibrated approach and by incorporating second proviso, unequivocally mandates that before such an extreme decision is taken, lessee must be given a clear and specific 30-days notice that any further failure to cure the breach shall result in termination.





Any contrary interpretation would render said second proviso otiose and defeat the legislative intent of affording the lessee a meaningful opportunity to avert termination.

6.7 The provision is also required to be examined from another equally significant perspective, i.e. the manner of exercise of such extreme power by Competent Authority. As noted, clause (ii) of Schedule IV prescribes no definite outer limit, post expiry of the initial 45-day period, for taking a decision on termination.

Absence of such a defined outer limit has potential to give rise to uncertainty and inconsistent administrative action - where, in one case, authority may extend time for compliance indefinitely, while in another, termination may be effected immediately upon expiry of forty-five days or at any subsequent point without prior intimation, as being done in the present case. Such unguided discretion amounts conferral of unbridled power, leading to arbitrary, anomalous and discriminatory outcomes among similarly situated lessees - an eventuality not contemplated by the statute.

The Court is required to interpret the provision as it stands, ensuring that every part of the rule operates meaningfully and harmoniously. Any interpretation that dilutes safeguards specifically provided, would not only run contrary to intent of statute but would also result in manifest arbitrariness in exercise of statutory power.

This Court is of considered view that protection under second proviso to Rule 28 can be uniformly effectuated only if it is construed to become operative at the stage of expiry of initial forty-five days (or any extended period) and immediately prior to





the decision of termination. Such an interpretation alone can ensure that the extreme power of termination of lease is exercised in fair, consistent and structured manner, thereby obviating arbitrariness.

6.8 The scheme of Rule 28, as already noticed, is not only to put the lessee on a general alert of all possible consequences, but to afford concrete and meaningful opportunity to rectify alleged breach before final decision of termination is taken. Thus, mere incorporation or recital of all possible consequences, including termination, in the initial notice cannot be construed as sufficient compliance of second proviso rather it requires that statutory notice of thirty days must be issued at the juncture immediately preceding to taking of final decision for termination of lease and not at any anterior stage.

The respondents were thus, under statutory obligation to issue a separate and specific notice prior to terminate the lease. Admittedly, no such notice, in compliance with the mandate of the second proviso has been issued in the present case. The requirement being mandatory in nature, its non-compliance vitiates entire action. Accordingly, on this ground alone, the impugned order dated 19.10.2022 terminating the petitioner's mining lease cannot be allowed to be sustained.

II. Whether the impugned action is violative of the doctrine of proportionality ?

7. As noticed, aforesaid provision consciously provides for two alternative courses of action in the event of breach of lease



conditions, namely, (i) determination of the lease with consequential forfeiture, or (ii) imposition of penalty as specified in Schedule IV. The use of expression "**or in the alternative**" is of crucial significance, as it clearly indicates that termination is not intended to be the default or automatic consequence of every breach. Rather, authority is vested with a discretion, which is required to be exercised judiciously.

7.1 This Hon'ble High Court had an occasion of considering earlier provision of similar nature in **M/s Neel Kanth Chemical Works, Jodhpur Vs. State of Rajasthan & Ors. (S.B. Civil Writ Petition No.1241/1980); decided on 10.10.1980** wherein it is held :

" After this second question would arise whether extreme penalty of determination of lease is necessary in the interest of justice or alternative penalty by imposing the amount not exceeding twice the amount of the annual dead rent of the lease, would meet the ends of justice. There should be application of mind on this aspect of the case also, and the impugned order or order of determination should show that the authority has applied its mind and come to the conclusion that because the lessee has failed to remedy the defects pointed out to the lessee within 15 days time allowed to him, and because the defect or contraventions of the clause are of such a nature that the alternative penalty requiring him to pay double the amount of dead rent, is not enough and the circumstances and the contraventions are so grave that it wants extreme penalty of determination of the lease and taking possession of the said premises, therefore, the lease is being determined."

7.2 Reliance has also been placed by petitioner upon the judgment passed in the case of **M/s. Sojat Lime Company (supra)** wherein Hon'ble High Court while relying upon the judgment passed in the case of **M/s Neel Kanth (supra)** has held that respondents should have considered alternate penalty before



resorting to termination of mining lease. Relevant paragraph is reproduced herein below:

"A perusal of the said Rule shows that **the respondents had directly cancelled the lease instead of adopting the alternative method of levying penalty to the extent of twice the amount of annual dead rent of the lease.** This view is expressed by this Court in the case of M/s Neel Kanth Chemical Works, Jodhpur Vs. State of Rajasthan & Ors. (S.B. Civil Writ Petition No.1241/1980 decided on 10.10.1980, wherein the law with regard to cancellation of mining lease was considered and the order of cancellation of the lease deed was set aside by observing as under:

"After this second question would arise whether extreme penalty of determination of lease is necessary in the interest of justice or alternative penalty by imposing the amount not exceeding twice the amount of the annual dead rent of the lease, would meet the ends of justice. There should be application of mind on this aspect of the case also, and the impugned order or order of determination should show that the authority has applied its mind and come to the conclusion that because the lessee has failed to remedy the defects pointed out to the lessee within 15 days time allowed to him, and because the defect or contraventions of the clause are of such a nature that the alternative penalty requiring him to pay double the amount of dead rent, is not enough and the circumstances and the contraventions are so grave that it wants extreme penalty of determination of the lease and taking possession of the said premises, therefore, the lease is being determined."

Reply has been filed. In the reply, it is not denied that the petitioner eventually deposited a sum of Rs. 20,10,501/-. Though, the same was deposited after the passing of the impugned order dated 17.11.2016.





Thus, it appears that the respondents were in a hurry to cancel the lease deed. An opportunity should have been granted to the petitioner to pay the amount along with the penalty in terms of the Rule 18 (21) (a) of the Rules of Rajasthan Minor Mineral Concession Rules, 1986."

7.3 Said Judgment was upheld by Hon'ble Division Bench in **D.B. Special Appeal (Writ) No. 200/2019 (supra)**. The relevant part of the said judgment is reproduced herein below:

"This Court notices that as urged on behalf of the State, Rule 18(21)(a) undoubtedly confers discretion upon the State to adopt either the course of cancellation of the lease straightway after issuing notice or to recover twice the amount of rent. **In the present case, the learned Single Judge was largely influenced by the fact that the State did not, having regard to the overall circumstances, explore the possibility of exercising the lesser drastic measure of recovering the lease amounts alongwith penalty amounts as imposed and instead proceeded straightway cancelling the lease deed.**

This Court is of the opinion that no fault can be found with the impugned order, particularly since the learned Single Judge has preserved the discretion of the State to determine the penalty; / damages in terms of the second part of Rule 18(21) (a) of the Rules of 1986. The measure is also in accordance with doctrine of proportionality."

7.4 Said settled position of law clearly requires that where statute confers discretion between two alternative forms of



penalty, the authority is required to consider lesser penalty before resorting to extreme measure of termination of lease.

7.5 This Court finds no merit in respondents' contention that decision rendered in **M/s Sojat Lime Company (supra)** is inapplicable as that pertained to provisions of MMCR, 1986, whereas impugned order in present case, has been passed under provisions of MMCR, 2017. Said objection does not merit acceptance for more than one reason. For ready reference, Rule 18(21)(a) of Rules of 1986 is reproduced herein below:

"18. Conditions:-

(21) (a) In case of any breach on the part of the lessee of any covenant or condition contained in the lease, the competent authority may determine the lease and take possession of the said premises and forfeit the security money or in the alternative may impose payment of a penalty not exceeding twice the amount of annual dead rent of the lease. Such action shall not be taken unless the lessee has failed to remedy the breach after serving of 15 days notice;"

7.6 Firstly, a comparative reading of Rule 18(21)(a) of Rules of 1986 and Rule 28(2)(xvii)(a) of Rules of 2017 demonstrates that essential scheme and underlying legislative intent remain substantially the same. Both provisions contemplate that in case of breach of lease conditions, competent authority may either determine the lease with forfeiture of security or, in the alternative, impose penalty. Change introduced in Rules of 2017 is primarily in nature of procedural sequencing and additional safeguards, such as incorporation of a graded penalty mechanism under Schedule IV, requirement of consideration by a committee in case of termination of lease and mandate of a thirty days'





notice prior to termination. These modifications do not alter the fundamental spirit of provision.

7.7 Secondly, ratio laid down in *M/s Sojat Lime Company* (supra), relying upon earlier decision in *M/s Neel Kanth Chemical Works*, that where alternate penalties are available, the authority must consider lesser drastic option before resorting to cancellation, continues to hold good even under Rules of 2017.

Merely substitution of rules would not render the judgment passed under the same inapplicable, particularly when the provisions are similar in essence and the ratio laid down in the judgment is based upon doctrine of proportionality, which is integral part of Article 14 as any disproportionate action would amount to arbitrary action which violates Article 14 of the Constitution of India.

7.8 It is in this backdrop also second proviso to Rule 28(2)(xvii) (a) acquires significance and mandate of issuing specific thirty days' notice prior to cancellation of lease becomes essential. Thus, in view of aforementioned settled position of law, also impugned action is unsustainable.

III. Whether impugned action is vitiated on account of being founded on an unreasoned and non-speaking order dated 18.04.2022 ?

8. Admittedly, order impugned dated 19.10.2022 shows that the same stems from notice/order dated 18.04.2022; however, a bare perusal of the same reveals that detailed reply submitted by petitioner in response to the initial notice dated 12.01.2022 has not been dealt with at all. None of the specific contentions raised



by the petitioner have been considered or even adverted to, and authority in a mechanical manner, termed the reply as unsatisfactory and proceeded to impose a penalty of Rs. 1,53,11,900/-. This Court finds that notice / order dated 18.04.2022, which is foundation of the order impugned, is wholly unreasoned and non-speaking.

8.1 This Hon'ble High Court in ***Smt. Somoti v State of Rajasthan & Ors.; S.B. Civil Writ Petition No. 21565/2018*** held that non-speaking and cryptic orders violate the settled principles of natural justice. The relevant paragraphs are reproduced herein below:

"6. From perusal of the penalty order, it is evident that the reply filed by the petitioner was received by the Mining Engineer. The pleas taken by the petitioner in the reply were not dealt with and only it was stated that the reply filed was not found satisfactory.

7. It is trite law that a quasi judicial authority has to pass a reasoned order. The Hon'ble Supreme Court in M/s Kranti Associates Pvt. Ltd. and another v. Sh. Masood Ahmed Khan and others reported in 2010(9) SCC 496 held as under:

"a. In India the judicial trend has always been to record reasons, even in administrative decisions, if such decisions affect anyone prejudicially.

b. A quasi-judicial authority must record reasons in support of its conclusions.

c. Insistence on recording of reasons is meant to serve the wider principle of justice that justice must not only be done it must also appear to be done as well.

d. Recording of reasons also operates as a valid restraint on any possible arbitrary exercise of judicial and quasijudicial or even administrative power.





e. Reasons reassure that discretion has been exercised by the decision-maker on relevant grounds and by disregarding extraneous considerations.

f. Reasons have virtually become as indispensable a component of a decision making process as serving principles of natural justice by judicial, quasi-judicial and even by administrative bodies.

g. Reasons facilitate the process of judicial review by superior Courts.

h. The ongoing judicial trend in all countries committed to rule of law and constitutional governance is in favour of reasoned decisions based on relevant facts. This is virtually the lifeblood of judicial decision-making justifying the principle that reason is the soul of justice.

i. Judicial or even quasi-judicial opinions these days can be as different as the judges and authorities who deliver them. All these decisions serve one common purpose which is to demonstrate by reason that the relevant factors have been objectively considered. This is important for sustaining the litigants' faith in the justice delivery system.

j. Insistence on reason is a requirement for both judicial accountability and transparency.

k. If a Judge or a quasi-judicial authority is not candid enough about his/her decision making process then it is impossible to know whether the person deciding is faithful to the doctrine of precedent or to principles of incrementalism.

l. Reasons in support of decisions must be cogent, clear and succinct. A pretence of reasons or "rubber-stamp reasons" is not to be equated with a valid decision making process.

m. It cannot be doubted that transparency is the sine qua non of restraint on abuse of judicial powers. Transparency in decision making not only makes the judges and decision-makers less prone to errors but also makes them subject to broader scrutiny.

n. Since the requirement to record reasons emanates from the broad doctrine of fairness in decision making, the said requirement is now virtually a component of





human rights and was considered part of Strasbourg Jurisprudence.

o. In all common law jurisdictions judgments play a vital role in setting up precedents for the future. Therefore, for development of law, requirement of giving reasons for the decision is of the essence and is virtually a part of "Due Process".

8. The penalty order is a non-speaking order and is passed in violation of principle of natural justice. The impugned orders are set aside and the matter is remitted back to respondent No.4 to decide the matter afresh after providing an opportunity of hearing."

8.2 Therefore, such an approach, where reply of lessee is brushed aside without application of mind and without recording reasons, particularly when the consequences are serious and far-reaching, is wholly impermissible. It is a settled proposition that any order having civil consequences must be supported by reasons, reflecting due consideration of the material on record. The respondent No. 3, in the present case, has failed to discharge this obligation and has passed the impugned order in a cursory and cryptic manner. Thus, the order dated 18.04.2022 so also consequential action of termination of lease, cannot be allowed to sustain.

IV. Whether the respondents' action amounts to hostile discrimination inasmuch as benefit of restoration of mining lease upon Settlement of Dues Under Amnesty Scheme has been extended to similarly situated persons, but denied to the petitioner. _

9. It is borne out from record that subsequent to termination of the mining lease, petitioner deposited outstanding amount while availing benefit of Amnesty Scheme introduced by Government of



Rajasthan. Said amount has been duly accepted by the respondent Department vide order dated 28.09.2024 and a "No Dues Certificate" has also been issued by respondent No. 3 on 29.11.2024.

9.1 Although counsel for the respondents submitted that such subsequent deposit would not automatically result in restoration of the mining lease, however, it remains undisputed that in several similarly situated cases, respondent authorities themselves, after accepting the deposited amount under the Amnesty Scheme, have restored mining leases. One such order dated 16.01.2026 has been passed by the Appellate Authority in **Appeal No. 157/2025 (Sanjay Agrawal Vs. Superintending Mining Engineer, Kota)**, which reads as under :

"अधिवक्ता अपीलान्त से बहस की गई, एवं कार्यालय सहायक खनिज अभियन्ता, झालावाड़ के द्वारा प्राप्त तथ्यात्मक प्रतिवेदन का अवलोकन किया गया। सहायक खनिज अभियन्ता, झालावाड़ ने तथ्यात्मक प्रतिवेदन में दर्शाया कि अपीलार्थी को "विभागीय बकाया एवं ब्याज माफी योजना" के अन्तर्गत मूल बकाया राशि 16,68,870/-रु. में से 2,50,331/-रु. जमा करवाने हेतु कार्यालय सहायक खनिज अभियन्ता, झालावाड़ द्वारा राजकाज रेफ.नं. 17153587 दिनांक 13.08.2025 से लिखा गया, जिसके क्रम में अपीलार्थी द्वारा "विभागीय बकाया एवं ब्याज माफी योजना" का लाभ उठाते हुए चालान जी.आर.एन. नं. 109692490 दिनांक 25.08.2025 से राशि 2,50,500/-रु. जमा करवाकर चालान की प्रति कार्यालय सहायक खनिज अभियन्ता, झालावाड़ में प्रार्थना पत्र दिनांक 26.08.2025 के साथ प्रस्तुत की गई है। साथ ही यह भी दर्शाया गया कि वर्तमान में अपीलार्थी के विरुद्ध कार्यालय सहायक खनिज अभियन्ता, झालावाड़ की कोई राशि बकाया नहीं रही है। चूंकि उक्त अपील मांग कायमी आदेश दिनांक 01.05.2025 के विरुद्ध अपीलार्थी द्वारा प्रस्तुत की गई है तथा मांग कायमी आदेश दिनांक 01.05.2025 के अनुसार मूल बकाया राशि 16,68,870/-रु. अपीलार्थी को जमा कराने थे, और वह भी अपीलार्थी द्वारा "विभागीय बकाया एवं ब्याज माफी योजना" का लाभ उठाते हुए राशि 2,50,500/-रु. द्वारा जमा करवा दिये गये है तथा माननीय उच्च न्यायालय जोधपुर द्वारा भी अपने निर्णय में यह प्रतिपादित किया है कि आरोपित शास्ती दोष की प्रकृति एवं गंभीरता के अनुसार ही की



जानी चाहियें और खनन पट्टा खण्डित करना एक कठोरतम भास्ती हैं। अतः वकील अपीलांट की बहस, तर्कों तथा राज्यहित एवं खनिज प्रोत्साहन की दृष्टि से नरम रूप अपनाते हुए तथा राजस्थान अप्रधान खनिज रियायत नियम-2017 के नियम-65 के प्रदत्त प्रावधानों के तहत अधीक्षण खनि अभियन्ता कोटा-वृत्त, कोटा के आदेश दिनांक 01.05.2025 को अपास्त किया जाकर रुपया 30,000/- (अक्षरे-तीस हजार रुपया) की भास्ति आरोपित की जाकर आदेश दिये जाते हैं कि पट्टेधारी द्वारा चेतना पत्रों में वर्णित समस्त दोशों की पूर्ण पालना सुनिश्चित कर लेने के पश्चात एवं भास्ति सहित 30 दिवस में जमा कराने की भार्त पर प्रचलित नियमों के तहत खनन पट्टा बहालकर कब्जा पट्टेधारी को संभलाया जाने के आदेश दिए जाते हैं। खनन पट्टाधारी द्वारा अन्तरिम अवधि का स्थिर भाटक देय होगा। उक्त समस्त पूर्तियां निर्धारित समयावधि में नहीं करने पर यह आदे 1 स्वतः निरस्त माना जायेगा।”.

9.2 Additionally, this Hon'ble High Court in **Om Prakash Agrawal v State of Rajasthan & Ors.; S.B. Civil Writ Petition No. 1414/2022** held that once the pending amount gets deposited pursuant to Amnesty Scheme, the mining lease shall be restored from the date it was cancelled. The relevant paragraph is reproduced herein below:

"Therefore, this Court is also of the view that once the entire amount due to the Government has been deposited though under the Amnesty Scheme, the petitioner is entitled to get the benefit of the restoration of mining lease from the date from which it was cancelled."

9.3 Admittedly, petitioner has not been extended similar treatment, which clearly amounts to hostile discrimination. Such differential treatment, in absence of any reasonable basis, is arbitrary and violative of the principle of equality. On this ground as well, the impugned action cannot be sustained.

10. As an upshot of the above discussion, this Court is of the considered opinion that the action taken against petitioner stands vitiated on multiple counts. The foundational notice / order dated 18.04.2022 itself being non-speaking and unreasoned cannot be





sustained. Further, mandatory requirement of issuance of thirty days' notice prior to termination of lease as contemplated under the second proviso to Rule 28(2)(xvii)(a) of the Rules of 2017, has not been complied with and the same not only violates statutory requirement but also principles of natural justice. Additionally, despite the petitioner having deposited the requisite amount under the Amnesty Scheme, case of the petitioner has not been considered in a manner consistent with similarly situated cases which resulted in hostile discrimination qua petitioner. The cumulative effect of these infirmities renders the entire action of respondents legally unsustainable.

11. In view of the aforesaid, the present writ petition is **allowed.**

12. The impugned orders dated 18.04.2022 & 19.10.2022 are hereby quashed and set aside. Respondents are directed to restore the mining lease of the petitioner forthwith. Petitioner shall be permitted to carry on mining operations in accordance with law, subject to compliance with all applicable conditions and deposit of remaining dues, if any.

13. Stay application and other pending applications, if any, stand **disposed of.**

(SANJEET PUROHIT),J

36-sumer-vallabhi/-

