(2008) 01 AP CK 0013

In the Andhra Pradesh High Court

Case No : Company Application No. 734 of 2003 in RCC No. 4 of 1997

A.P. Industrial Infrastructure Corpn. Ltd. APPELLANT

Vs

Sri Ambuja Petro Chemicals Ltd. RESPONDENT

Date of Decision : 31-01-2008

Acts Referred:

Companies (Court) Rules, 1959 — Rule 9
Companies Act, 1956 — Section 446
Sick Industrial Companies (Special Provisions) Act, 1985 — Section 20
Transfer of Property Act, 1882 — Section 11, 32, 8A

Citation : (2008) 86 SCL 13

Hon'ble Judges : V.V.S. Rao, J

Bench : Single Bench

Advocate : A. Gopala Krishna, for the Appellant; R. Subba Rao and M. Anil Kumar, for the Respondent

Final Decision : Allowed

Judgement

V.V.S. Rao, J.—This application is filed by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) u/s 446 of the Companies Act, 1956 (''the Act'', for brevity) and Rule 9 of Companies (Court) Rules, 1959 (''the Rules'', for brevity), seeking permission to issue orders cancelling allotment of land and resume possession of land admeasuring Acs. 1.22 guntas in survey No. 82/2 situated at Hafeezpet village of Serilingampally Mandal in Ranga Reddy District (hereafter called, ''scheduled land'') under the right of re-entry. The applicant seeks to resume possession by resorting to provisions of the Andhra Pradesh Public Premises (Eviction of Unauthorised Occupants) Act, 1968.

2. The fact of the matter is not much in dispute. M/s. Sri Ambuja Petro Chemicals Limited (APCL) is a small scale industry. APIIC allotted scheduled land to APCL on 22-4-1989. As per said allotment order, the land was meant for construction of godown and storage tanks. The allottee paid an amount of Rs. 52,324.80 towards full provisional cost. APIIC and APCL entered into an agreement on 16-7-1990 and possession was handed over to APCL on 20-7-1990. The

agreement inter alia provided that allottee company shall commence construction of godown and storage tanks within three months and complete within eighteen months, in default of which vendor was given right to resume possession treating occupation as trespass/encroachment. Agreeing with all conditions, APCL gave Bank guarantee on 22-8-1988 for Rs. 14.50 lakhs to meet the enhanced cost of acquisition of scheduled land. There was, however, no enhancement of compensation and thus the allottee is deemed to have paid entire sale consideration of Rs. 52,324.80.

3. APCL was directed to be wound up by order of this Court dated 10-4-1998 in RCC No. 4 of 1997 and OL attached to this Court was appointed as liquidator of the company. The liquidator however did not take any steps till APIIC moved present application. A report is filed on 25-2-2004 opposing the application inter alia it is urged by Official Liquidator (OL) that there are interpolations in the relevant clause of the agreement and that the same cannot be given effect to by permitting APIIC to cancel the allotment and resume the land. Another report dated 22-6-2006 was filed along with chronological events depicting various stages and steps taken by liquidator. Yet another report was also filed on 14-7-2006 with reference to order of this Court dated 22-6-2006, directing APIIC as well as OL to locate and identify the land. Revenue officials conducted survey and a report is filed on 28-7-2006 by OL stating that Mandal Surveyor has identified and shown the land and that the land admeasuring Acs. 1.09 gts has been encroached upon by third parties, who made constructions thereon.

4. Learned Standing Counsel for APIIC submits that clause 14(b) of the agreement obliges APCL to obtain necessary approvals from statutory authorities and commence construction of factory building and complete within a period of eighteen months. Under the said clause allottee shall have to utilize scheduled land for the purpose for which it was allotted and if it is not utilized, under clauses 18 and 19, APIIC can resume unutilized land or cancel the contract, treating the allottee as trespasser and take possession of scheduled land. He placed strong reliance on the decision of Supreme Court in Indu Kakkar Vs. Haryana State Industrial Development Corporation Ltd. and Another, in support of his contention that such a clause is enforceable in law. Per contra, learned Counsel for OL submits that agreement dated 16-7-1990 between APIIC and APCL cannot be given effect to, as there are material alternations in clause 14(b), which are not duly attested or acknowledged by the signatory on behalf of APCL. Secondly he submits that notwithstanding clauses 18 and 19, APIIC cannot cancel the agreement when entire sale consideration is paid and those clauses being unconscionable are void and not binding on the allottee. He placed reliance on the decisions in Estate Officer and Manager (Recoveries), A.P. Industrial Infrastructure Corporation Limited and Others Vs. Recovery Officer, Debts Recovery Tribunal and Others, , Teri Oat Estates (P) Ltd. Vs. U.T., Chandigarh and Others, and Polymat India P. Ltd. and Another Vs. National Insurance Co. Ltd. and Others, .

5. The core issue for consideration is whether APIIC as vendor of immovable property is in law entitled to determine the contract of sale and resume possession of the land. As mentioned earlier, the fact of the matter is not in dispute. The company in liquidation admits that APIIC acquired the land admeasuring Acs. 1.09 gts and became owner. On an application made by APCL, scheduled land was allotted and agreement was entered into. The allotment was subject to certain conditions. Relevant conditions are clauses 14(a), 14(b), 18 and 19. They read as below:

14. Provided always that it is agreed expressly by the party of the second part to hold the scheduled land as follows::

(a) The scheduled land shall always be utilized for the bona fide specified industrial purpose herein before written and shall not be put to any other use without obtaining prior written sanction of the Party of the first part.

(b) The Party of the second part shall within three months of being put in possession of the scheduled land commence construction of godown, buildings and storage tanks and complete them within 18 months duly obtaining necessary approvals for plans from the competent authorities like Inspector of Factories, local body, Public Health Authorities, Director of Town Planning as may be required under any law for the time being in force, commence construction of factory building/installation of the plant and machinery of the proposed industry and complete them in not later than 18 months from such date. They should utilize the same for the purpose of the storage of Orthoxylene in not later than two years.

18. The scheduled land either in part or in whole shall not be kept unutilized for the purpose to which it was allotted by the Party of the first part for a continuous period of 6 months. If in the opinion of the Party of the first part it is found that the land allotted to the Party of the second part is in excess of its requirement or remains unutilized, the Party of the first part shall have a right to resume such portion of the land.

19. If the Party of the second part commits breach of any of the covenants herein contained the allotment stand cancelled and this Agreement shall stand determined without any notice whereupon the party of the second part will be treated as an encroacher and trespasser who will have no right whatsoever in the scheduled property under these presents and it shall be lawful for the party of the first part to resume the possession of the scheduled land in the name of the whole along with the building thereon forfeiting the amounts paid by the party of the second part and the party of the second part shall not be entitled to any compensation/damages for the buildings constructed/loss sustained. In cases where the party of the second part was given permission to raise finance under clause (6) of this Indenture, a notice giving 90 days time from the date of the notice to remedy the breach of the condition/default under this Agreement, will be given by the party of the first part to the party of the second part/Financial

Institutions/Banks to remedy the breach within the time granted, in such cases notwithstanding anything contained herein above, the rights of the financial agencies under clause (6) ante shall stand saved and continued to be subsisting and enforceable against the mortgage-security irrespective of the determination of this Sale Agreement by the party of the first part as an automatic consequence, the forfeiture of the rights of the party of the second part in terms of this indenture, would not affect the rights of the financing agency as the mortgagee.

[Emphasis supplied]

5.1 Analysing above three clauses, the following consensus ad idem between parties can be culled out : (i) Scheduled land shall have to be utilized by the allottee for bona fide specified industrial purpose and not for any other purpose; (ii) Scheduled land should be utilized for storage of Orthoxylene in not later than two years being put in possession of scheduled land and commence constructions of godown and storage tanks and complete within 18 months. This should be done after obtaining necessary approvals within three months; (iii) If the land is kept unutilized for a continuous period of six months and it is, in the opinion of APIIC, in excess of requirement of allottee or remains unutilized, APIIC has right to resume unutilized portion of the land; and (iv) If the allottee commits breach of any of the covenants, the allotment stands cancelled, agreement shall stand determined without any notice and the allottee shall be treated as encroacher or trespasser giving right to resume the land.

5.2 The clauses extracted herein above do not depend on the fact whether the allottee paid the entire sale consideration or part of sale consideration. They are enforceable even when an allottee has paid full sale consideration. It is one thing to say that both parties to an agreement of sale agreed to all conditions and it is altogether different to say that some conditions of the agreement of sale are onerous or opposed to public policy or Section 11 of Transfer of Property Act, 1882 (''TP Act'', for brevity). Whether such conditions are opposed to Section 11 of TP Act and public policy? Question appears to be no more res Integra.

6. In Indu Kakkar''s case (supra), Supreme Court considered a similar question. Industrial plot of 450 Sq. mts. situated in industrial complex at Dundahera in Gurgaon District, was conveyed by Haryana State Industrial Development Corporation Ltd. (HIDC) under registered deed of conveyance dated 10-12-1992. The initial allottee was M/s. York Printers, who did not establish the industrial unit. Clause 7 provided that the allottee shall commence construction of building within six months and complete within two years, and complete installation of machinery within three years failing which HIDC is entitled to cancel agreement and resume possession. In exercise of said power, HIDC resumed land on 16-3-1984. A suit was filed by the allottee for declaration that resumption is illegal and void. When the suit was pending, Indu Kakkar purchased property under registered sale deed dated 27-12-1989 and got impleaded in suit. The suit was decreed but the first appellate Court as well as High Court in Second Appeal

reversed the Trial Court Judgment. The High Court in its judgment observed that, "no indulgence of any kind can be shown by the Court to claim which is not bona fide nor can the Court come to the aid of a person trying to resile from the express obligation undertaken by him with the State or its Agencies." A SLP came to be filed. As a finding of fact, the Apex Court came to the conclusion that the allottee did not take any steps towards implementation of proposed industrial unit and therefore clause 7 would be attracted. The next question was whether clause 7 of the agreement is unenforceable in view of Section 11 of TP Act. Rejecting the contention, Supreme Court ruled as under:

17. All that Section 32 of the Transfer of Property Act provides is that ''in order that a condition that an interest shall cease to exist may be valid, it is necessary, that the event to which it relates to one which could legally constitute the condition of the creation of an interest''. If the condition is invalid, it cannot be set up as a condition precedent for crystallization of the interest created. The condition that the industrial unit shall be established within a specified period failing which the interest shall cease, is a valid condition. Clause 7 of the Agreement between the parties, is, therefore, valid and is binding on the parties thereto.

20. Here the agreement was entered into between the Corporation and the allottee as a sequel to the request made by the allottee to give him an industrial plot for the purpose of setting up an industry. Corporation reciprocated to the request on being satisfied that the allottee was able to carry out the obligations so as to accomplish the purpose of allotment. The assurance given by of the allottee that he shall start construction of the building for setting up the industry within a period of six months and complete the construction thereof within two years from the date of issue of allotment letter was verified and found acceptable to the Corporation and then only the Corporation has chosen to enter into the agreement with the allottee. It is a matter of confidence which the Corporation acquired in the promise made by the allottee that the latter would perform such obligations. If the allottee evacuates from the scene after inducting someone else into the plot without consent of the Corporation, it is not legally permissible for the inductee to compel the Corporation to recognize him as the allottee.

[Emphasis supplied] (p. 147)

7. The above decision has been followed and applied by a Division Bench of this Court in Estate Officer and Manager (Recoveries), APIIC Ltd.''S case (supra) where the paramount right of APIIC to resume land from allottee for non-compliance with the terms of agreement was upheld. It was held that, "... right of resumption by the APIIC for the admitted failure on the part of the company to utilize the land for the purpose for which it was allotted, in our considered opinion, is not vitiated for any reason whatsoever. That once the resumption orders are to be upheld the land reverts to and vests in APIIC".

8. Learned Counsel for OL relies on an unreported judgment of this Court in

APIIC v. Teamasia Lakhi Semiconductors Ltd. CA Nos. 474 and 1801 of 2006 in CP No. 178 of 2003, dated 28-6-2007 (Teamasia Lakhi'', for brevity). In this case, Justice Ananda Reddy (as His Lordship then was) was dealing with an application filed by APIIC seeking leave of Court to cancel allotment of Acs. 12.05 guntas in IDA, Patancheru, which was allotted to Team Asia. Initially, APIIC allotted the land on 31-8-1998. For noncompliance with the conditions of agreement regarding grounding the industrial unit, the allotment was cancelled. In February, 2000, Team Asia again requested for allotment. By proceedings, dated 13-3-2000, the same land was allotted on outright sale basis for a provisional sale consideration of about Rs. 1.23 crores at Rs. 250 per square meter. The amount was payable in sixty days from allotment and agreement was to be executed when allotment would be confirmed. APIIC also agreed to allot an extent of Acs. 50 in Hardware Park under development at Mamidlapalli village near Hyderabad at a provisional cost of Rs. 80 lakhs. But, ultimately, Teamasia informed that they are not implementing project of Wafer Fab Plant. They requested for cancellation of Mamidlapalli land and to appropriate the entire amount of Rs. 87.50 lakhs paid by them towards cost of IDA land in Patancheru. This was accepted and an amount of about Rs. 75 lakhs was adjusted towards Patancheru land after forfeiting certain amounts like EJV1D. The balance amount of about Rs. 35 lakhs was not paid and therefore, by proceedings, dated 31-1-2006, APIIC cancelled allotment of land at Patancheru. In the meanwhile, they were informed by Official Liquidator that the company was ordered to be wound up. Official Liquidator also filed CA No. 266 of 2006 for quashing the cancellation of allotment as the same was done without notice and without permission of this Court. Reliance was placed on Indu Kakkar''s case (supra) in justification of cancellation. This Court distinguished the said Judgment. While placing reliance Teri Oat Estates (P.) Ltd.''s case (supra), Ananda Reddy, J., came to the conclusion that extreme action of cancellation of allotment and resumption of land should be resorted to as a last resort. In the facts and circumstances of the said case, this Court thought it fit that it is not a case for cancellation of allotment.

9. In Teri Oat Estates (P.) Ltd.''s case (supra), Union Territory of Chandigarh allotted lands on leasehold basis. Such allotment is regulated by the Capital of Punjab (Development and Regulation) Act, 1952; Chandigarh Leasehold of Sites and Buildings Rules, 1973 and Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Clause 8A of allotment letter empowered Estate Officer to cancel the allotment as a last resort if the amount is not paid within stipulated period or within the delayed period with interest. Teri Oat Estates constructed six storeyed building but could not market built up space for various reasons and hence, did not pay the amount. The Estate Officer, therefore, issued notice on public premises and passed orders on 21-12-1995 cancelling the allotment and ordering resumption. The appeal was dismissed by Chief Administrator, Union Territory of Chandigarh, which was confirmed by Punjab and Haryana High Court. The case, therefore, landed in Apex Court. Supreme Court did not consider the

question whether such a clause is enforceable or such a clause is unconscionable in case of absolute alienation. What was considered by Supreme Court was the question whether the Estate Officer must invoke the drastic power of resumption and forfeiture while initiating proceedings under Clause 8A. It was also a question before Supreme Court whether applying doctrine of proportionality, the action of Estate Officer can be sustained when the allottee paid interest for delayed payment. Keeping this background of the case in view, Supreme Court disposed of the allottee''s appeal granting time for payment within stipulated time. Supreme Court also observed as below:

57. We may, however, hasten to add that we do not intend to lay down a law that the statutory right conferring the right of the respondent should never be resorted to. We have merely laid down the principle giving some illustrations where it may not be used. There cannot be any doubt whatsoever that it the intention of the allottee is dishonest or with an ill motive and if the allottee does not make any payment in terms of the allotment or the statute with a dishonest view or any dishonest motive, then Section 8A can be taken recourse to. (p. 148)

10. While observing as above, Supreme Court also held that when proceedings are initiated for cancellation or resumption, the question is whether drastic power of resumption and forfeiture should be taken recourse as a last resort. The question whether such extreme power should be used or not will depend on factual matrix obtaining each case which has to be viewed separately, no hard and fast rule can be laid. Earlier decision of Supreme Court in Indu Kakkar''s case (supra) was not brought to the notice of Bench which decided Teri Oat Estates (P.) Ltd.''s case (supra). Secondly, the same cannot be taken as an authority laying down that cancellation of allotment of an industrial part should not be resorted even when the allottee failed to pay the agreed amount of consideration and/or failed to comply with binding covenants of agreement/sale deed in completing construction of industrial shed, establish plant and machinery and commencing production. Teri Oat Estates (P.) Ltd.''s case (supra) was a case where the allottee failed to pay the amount and it is not a case of not utilizing the land. Therefore, Supreme Court came to the conclusion that extreme step of cancellation of allotment is not warranted. In Indu Kakkar''s case (supra), industry was not established within the stipulated time as per the binding covenant. For these reasons, this Court is not inclined to treat Teamasia Lakhi Semiconductors Ltd.''s case (supra) is binding decision. The same was decided based on the facts and it is of no help to Official Liquidator.

11. Learned Counsel for APIIC has taken this Court through the correspondence between APIIC and Company in Liquidation. The following would emerge from an analysis of various documents filed along with application. The agreement was entered into on 16-7-1990 with a binding clause that the allottee should obtain necessary permissions from statutory authority and commence construction within three months and complete the construction within a period of two years. Failure to do so would result in cancellation of agreement and resumption of land

as per Clauses 18 and 19. Indeed a reading of Clause 19 would show that there need not be any separate order for cancellation. The moment there is a breach of clauses 14 and 18, clause 19 springs into action. The result would be, "the allotments stand cancelled and agreement shall stand determined without any notice". Upon such event happening, the allottee shall be treated as trespasser/ encroacher and APIIC can take necessary action for eviction and resumption of land allotted.

12. From November, 1990, the concerned officials of APIIC went on sending reminders to the company to take necessary steps for implementing the project in the land allotted to them duly furnishing documentary proof to APIIC. Ultimately, in August, 1994, company addressed a letter, dated 25-8-1994, informing that due to severe financial problems they could not implement project and that they would require six months time to respond to communication of APIIC. A year thereafter the company again addressed APIIC saying that company has been declared as sick unit under Sick Industrial Companies (Special Provisions) Act, 1986 (SICA) and referred to Board for Industrial and Financial Reconstruction (BIFR). APIIC was also informed implementation of the project would be reconsidered after finalization of rehabilitation package. After allowing sufficient time on 25-6-1996, the Zonal Manager of API1C, Jeedimetla, issued show-cause notice of cancellation, followed by final notice, dated 13-9-1996. The company then addressed a letter, dated 4-10-1996 requesting to stall cancellation proceedings on the ground that it is a sick unit. Probably to give one more chance, APIIC again sent a letter, dated 18-4-1997 requesting to be informed the progress regarding implementation of the project. In response thereto, company informed that they are not in a position to make any construction work on the land allotted to them as revival package is not finalized. At that stage, BIFR sent their opinion to wind up APCL u/s 20 of SICA Act. This Court passed orders on 10-4-1998 in R.C.C. No. 4 of 1997 for winding up of the company. Having completed pre-cancellation/resumption procedure like issuing show-cause notice and giving sufficient time to APCL, APIIC moved present application seeking permission for cancellation because when Court liquidation proceedings are pending, APIIC could not have cancelled the allotment without leave of this Court.

13. That the agreement dated 16-7-1990 is binding on APCL, is not denied. Learned Counsel for OL however submits that when there is interpolation in clause 14(b) of the agreement, the same cannot be enforced in a Court of law. According to him, words and sentence written in handwriting in clause 14(b), [shown in underlined italics in extract (supra)], amount to material alteration and based on such unilateral changes in agreement, APIIC cannot enforce such clause. This submission cannot be accepted for reasons more than one.

14. As summarized supra, from 12-11-1990 onwards, APIIC had been requesting APCL to take necessary steps for implementation of the project by taking up construction. Show-cause notice was also issued later. In all their replies to the

company, they never objected to such letters being issued on the ground that there is any change in clause 14(b). It is only in the report of OL dated 25-2-2004 filed in this case, such a plea is taken. Secondly clause 14(6) throws an obligation on allottee to take up construction of godown and storage tanks. This is not denied. It appears, as per the prescribed format of agreement, allottee was required to commence construction within six months. Whatever be reason, instead of six months it was made three months. This was never disputed by the company, as lacking mutual agreement. Nextly clause 14(b) does not enable APIIC to take action for cancellation or resumption. Such power is contained in clauses 18 and 19 to which a reference is already made. When land is not utilized, agreement stands cancelled automatically and the allottee is treated as a trespasser or encroacher. Clauses 18 and 19, in the opinion of this Court, operate even if clause 14(b) or a clause requiring the allottee to make construction within a stipulated time is not part of the agreement.

15. In Polymat India (P.) Ltd.''s case (supra), appellant took two fire policies in respect of building, machinery, accessories and furniture of National Insurance Company Limited (NICL). Insured requested insurer to amend the policies by making certain corrections. This was not done. A claim was made for insurance amount with reference to a fire accident on 13-1-1993 in which entire building, furniture, fixtures and fittings, stocks-in-process lying outside factory premises were completely destroyed. As the claim was not honoured by the insurer, Polymat filed a petition before National Consumer Dispute Resolution Commission (National Commission). When the same was pending, insurer addressed a letter to Polymat agreeing to pay a sum of Rs. 20,04,675 against Rs. 48,73,095 as assessed by surveyor towards loss. The insured still insisted with claim of Rs. 58,20,161. National Commission after examining the claim came to the conclusion that plant and machinery, and goods inside factory shed were covered under both fire policies and allowed 75 per cent of claim assessed by surveyors to an extent of Rs. 36,54,821.25. The appeal was filed before Supreme Court. Inter alia it was contended that when the policy was amended to include entire factory premises, it was improper to assess damage only with reference to property inside the factory shed. The Supreme Court having noticed the correspondence between the parties observed that, "when the terms of the contract have been reduced to writing, it cannot be changed without mutual agreement of both the parties" and that, "though the insured suggested amendments, the insurer did not accept for the amendment except to change the name of Bank and accordingly the amendment is not binding on the insured." The following principle was laid down with regard to interpretation of a contract between the parties:

In this connection, it may also be relevant to mention here that when this proposal was approved the same was sent to the complainant and the complainant wanted some amendments in both policies i.e., coverage of goods lying outside plant including the expression factory-cum-godown as there was no godown in existence but those amendments were not agreed to by the insurance company, they only agreed to make amendment of incorporation of name of the Bank, i.e., Allahabad Bank in the Policy. When the terms of the contract have been reduced in writing it cannot be changed without the mutual agreement by way of both the parties. In the present case, they did not agree for amendment of the policies, if the complainant was vigilant and wanted this expression to be deleted he should have prosecuted the matter seriously or repudiated the Policy. The only defence pleaded was that they were assured orally but no evidence was led by complainant. On the contrary, suggestion was denied by single witness produced by the Insurance Company before National Forum.

In this connection, our attention was invited to decision of this Court in the case of The United India Insurance Co. Ltd. Vs. M.K.J. Corporation, wherein it was observed as under The United India Insurance Co. Ltd. Vs. M.K.J. Corporation,

... After the completion of the contract, no material alteration can be made in its terms except by mutual consent.

Therefore, in the present case when the proposal was sought to be amended and it was only agreed to by the Insurance Company to the extent substituting the Bank i.e., Allahabad Bank and the other amendments were not agreed by the Insurance Company, the complainant had a choice to repudiate the insurance policy or to obtain a proper declaration. But the complainant did not pursue the matter further, it is to be blamed itself for this.

16. Applying the above principle any handwriting in clause 14(b) cannot be treated as material alteration. If there was such an amendment effected by APIIC unilaterally nothing prevented the company to raise such objection. Secondly applying the principle that a contract has to be interpreted strictly as understood by the parties, there is no dispute regarding the scope of clauses 18 and 19 of the agreement, which provide for such cancellation of resumption in the event of allottee not utilizing land or not fully utilizing land.

17. In conclusion, this Court holds that the company failed to utilize the land even after eight years of allotment from date of allotment to the date of winding up order and therefore APIIC is justified in invoking the clauses 18 and 19. The moment allottee fails to comply with the condition of raising construction on the land within the stipulated period, agreement stands cancelled and land, absolutely vests in APIIC Estate Officer & Managers (Recoveries), APIIC Ltd.''s case (supra). What remains is taking possession of land by following provisions of Public Premises Eviction Act. Having regard to those clauses, APIIC is under no obligation to pay compensation/damages for the loss, if any, sustained by APCL and they can even forfeit the amount paid. It is for APIIC to consider question of forfeiting/refunding the sale consideration paid at the time of execution of agreement having regard to the fact that even before it could go into production, the company became sick company and was referred to BIFR, which ultimately resulted in winding up of the company.

In the result, this application is allowed granting permission to APIIC, applicant herein, to cancel allotment of the land admeasuring Acs. 1.22 in survey No. 82/2 situated at Hafeezpet village of Serilingampalli Mandal in Ranga Reddy District. While doing so, APIIC shall consider question of forfeiting/refunding the sale consideration paid by M/s. Ambuja Petro Chemicals Limited (in liquidation). There shall be no order as to costs.

