2026:AHC-LKO:67895-DB

AFR

Reserved On : - September 01, 2026
Delivered On : - September 24, 2026

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW

WRIT C No. - 47 of 2024

Sudha Agarwal

.....Petitioner(s)

Versus

State Of U.P. Thru. Addl. Chief Secy.
Food And Civil Supply, U.P.
Lucknow And 6 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Manish Misra, Abhinav Kumar Mathur, Dileep Pandey
Counsel for Respondent(s)	:	C.S.C.

Court No. - 3

HON'BLE SHEKHAR B. SARAF, J.
HON'BLE ABDHESH KUMAR CHAUDHARY, J.

ABDHESH KUMAR CHAUDHARY, J.: Heard Sri Manoj Kumar Mishra, learned counsel for the petitioner and Sri Pratyush Tripathi, learned Additional Chief Standing Counsel for the State.

2. The facts of the present case lie in a narrow compass in as much as it emerges from the pleadings that the petitioner, Sudha Agarwal, is the owner of two godowns situated in Sadar Tehsil, Ranjitpur, Chilbila, on the Allahabad-Faizabad main road in District Pratapgarh.

Godown No. 1 has a capacity of 10,736 bags (per quintal) and Godown No. 2 has a capacity of 19,282 bags (per quintal). Apparently, both these godowns were constructed to meet the requirements of the Department of Food and Civil Supplies for storage of food grains under the Public Distribution System (PDS), as there being no State-owned godown available in the said area.

3. According to the petitioner on or about 11.03.2003, her Godown No.1 being selected by the Respondents to take the same on lease/rent, she applied to the District Magistrate, Pratapgarh, for fixation of rent. Subsequently, on the basis of the Tehsildar's report, the District Magistrate issued a justification certificate fixing the monthly rent for Godown No. 1 at Rs. 0.80 per 100 bags. Accordingly, an agreement was executed for a period of five years from 11.03.2003 to 10.03.2008, and rent was also paid at the said rate.

4. Subsequently, on 08.09.2006, Godown No. 2 was also taken on rent. The District Magistrate issued a justification certificate fixing the rent at Rs. 1.75 per 100 bags for this Godown. Accordingly, an agreement also came to be executed, and the rate was approved by the competent authority vide letter dated 07.02.2007, with State Government approval on 18.04.2007. The tenancy of Godown No. 2 continued from 08.09.2006 to 07.09.2011.

5. Upon expiry of the earlier agreements, the District Magistrate, on 19.09.2013, issued a justification certificate fixing the rent for both godowns at Rs. 300 per 100 bags. The said rate was approved by the State Government vide order dated 23.04.2014. Fresh agreements were executed on 25.09.2013 for the period ranging from 01.04.2012 to 31.03.2017 at the rate of Rs. 300 per 100 bags. Apparently, there is absolutely no quarrel for rent upto the period ending 31.03.2017.

6. Apparently, after the agreements expired on 31.03.2017, the petitioner sought enhancement of rent. Accordingly, by letter dated 04.05.2017, Regional Food Controller, Prayagraj (Opposite Party No. 5) directed completion of formalities for issuance of a fresh justification certificate. The District Food and Marketing Officer, Pratapgarh (Opposite Party No. 6), caused an inquiry through the Tehsildar, Sadar. The Deputy Collector/S.D.M., by report dated 29.11.2017, noted that circle rates had increased up to 4.75 times and recommended enhancement of rent up to four times. Considering the said report, the District Magistrate, by order dated 15.12.2017 and justification certificate dated 27.12.2017, recommended rent of Rs. 1,200 per 100 bags for both godowns for the period 01.04.2017 to 31.03.2022.

7. The crux of the matter is the dispute relating to recommendation of this enhancement of four times of the existing rent by the District Magistrate on the report of S.D.M., wherein as alleged by the petitioner, despite the justification certificate, no fresh agreement was executed and the rent continued to be paid at the old rate of Rs. 300 per 100 bags.

8. It is borne from the records that the petitioner made repeated representations, including applications dated 09.11.2021 and a detailed representation dated 04.07.2022 seeking execution of agreements at the enhanced rate of Rs. 1,200 per 100 bags for the periods 01.04.2017 to 31.03.2022 and thereafter, 01.04.2022 to 31.03.2027, with payment of arrears after adjustment of amounts already paid, along with GST.

9. This Court notes that in the interregnum, a *Writ-C No. 7275 of 2022 (Sudha Agarwal V/s State of Uttar Pradesh & Ors.)* came to be filed, wherein a coordinate bench of this Court by its order dated 18.10.2022, directed the Opposite Party No. 6 to decide the representation dated 04.07.2022 of the petitioner. In compliance with the aforesaid order, the petitioner filed an application on 19.11.2022, however, the same was rejected vide an order dated 31.12.2022 by the Opposite Party No. 5, relying on Government Order dated 02.05.2018 which provided for enhancement of rent with an upper ceiling limited to 20% or the rate as indicated in the justification certificate of the S.D.M. concerned, whichever is less.

10. The petitioner not being satisfied with the manner in which her representation was disposed of and the rent fixed at an upper ceiling of 20% and as such she preferred objections dated 03.01.2023 and 20.01.2023 contending that the Government Orders of 2015 and 2018 were not applicable to godowns taken on rent in 2003 and 2006. Since, nothing happened to the said representation, the petitioner again filed a *Writ-C No. 2917 of 2023 (Sudha Agarwal V/s State of Uttar Pradesh & Ors.),* challenging the order dated 31.12.2022 passed by the Opposite Party No.5. The said writ petition came to be finally *disposed of* by a coordinate Bench of this Court vide order dated 13.04.2023, with certain observation and direction to re-consideration the matter of applicability of Government Order of 2018 to the petitioner and consequently determine the revised rent.

11. A compliance application in view of the aforesaid direction of this Court, was preferred on 02.05.2023 by the petitioner. Consequently, by the impugned order dated 03.07.2023 (Letter No. 669), Opposite Party No. 5 enhanced the rent of both godowns from Rs. 300 to Rs. 350 per 100 bags, with effect from 01.04.2017 for a period of five years. The said order refers to Letters No. 756 and 757, both dated 26.06.2023 issued by the District Magistrate, Pratapgarh as the basis of the aforesaid impugned order, by virtue of which the District Magistrate had recalled the earlier justification certificate and has provided for amended revised rent of the godowns for an amount of Rs. 350/- per 100 bags.

12. Aggrieved by the aforesaid impugned orders/letters, the petitioner has preferred the present writ petition and has also sought a direction for fixation of rent at Rs. 1,200 per 100 bags for the periods in question, payment of the differential amount after adjustment of rent already paid, along with GST and interest at 10% per annum.

13. It is the case of the petitioner that the godowns continued to be occupied and utilized by the opposite parties without a fresh agreement after 31.03.2017; that the earlier justification certificate of 27.12.2017 based on circle-rate increase and official reports was disregarded without assigning reasons; that the Government Order dated 02.05.2018 limiting enhancement of rent to 20% with effect from 14.07.2015 do not apply to godowns taken prior to their enforcement; that higher enhancements have been granted to other godowns (including Babaganj) on the basis of justification certificates; and that GST has not been paid despite the petitioner filing GST returns.

14. It may be pertinent to note that during the pendency of the present writ petition, it has come on record that the tenancy for both the Godowns have come to an end and with effect from 31.03.2024, the peaceful, vacant possession of both the Godowns have been handed over to the petitioner. Thus, primarily the dispute encircles around the enhancement and/or revision of rent for the period during 01.04.2017 to 31.03.2024 for the said two Godowns.

15. Shri Manoj Kumar Mishra, learned counsel appearing for the petitioner has submitted that the petitioner challenges the impugned Office Order No. 671 dated

03.07.2023 and the consequential Order No. 669 dated 03.07.2023 passed by opposite party No. 5, whereby the rent of the petitioner's two godowns has been fixed at ₹350/- per 100 bags per month. According to him, the said orders are arbitrary, colourable and legally unsustainable, having been passed in defiance of the binding judgment of a coordinate Bench of this Court dated 13.04.2023, rendered in *Writ-C No. 2917 of 2023* i.e in the petitioner's own case and the learned Advocate has vehemently sought to stress that such an attempt by the opposite party No.5 is to merely nullify the statutory Justification Certificate dated 27.12.2017 which had determined the fair rent at ₹1,200/- per 100 bags per month.

16. Learned counsel, adverting to the judgment dated 13.04.2023, has submitted that the real controversy stands substantially concluded by the said judgment. He has further submitted that the godowns in question were inducted into departmental tenancy in the years 2003 and 2006 respectively—well prior to 14.07.2015. Thus, he has submitted that the erroneous reliance on Clause 14 of the Government Order dated 02.05.2018, which places a ceiling of 20 per cent enhancement or the amount recommended in the justification certificate, whichever is less, is not applicable as the very same Clause unequivocally and in clear terms applies only to godowns taken on rent after 14.07.2015. According to the learned Advocate, the said restriction therefore cannot be invoked against the petitioner's pre-2015 tenancies.

17. Learned counsel has drawn attention of this Court to the judgment passed in petitioner's own case, in *Writ-C No. 2917 of 2023,* to buttress his submission that the said judgment specifically noticed the dates of induction (2003 and 2006) and held that it could not be presumed that the Government Order dated 02.05.2018 would apply to the petitioner and accordingly, the Regional Food Controller was directed to decide the question of applicability of Clause 14 afresh and, if the Clause was found inapplicable, to determine the rent, in accordance with the policies applicable to the facts of the case. Thus, he submits that the impugned orders, by cancelling the 2017 justification certificate and restricting the rent to ₹350/-, have sought to achieve indirectly what could not be achieved directly after the said judgment.

18. It has further been submitted that the Justification Certificate dated 27.12.2017 was issued after a full-fledged administrative process comprising an application for renewal, local inquiry by the Tehsildar and Sub-Divisional Magistrate, verification of the increase in circle rates (approximately 4.75 times), and a reasoned consideration by the District Magistrate. The figure of ₹1,200/- was thus, the product of an official determination and not a unilateral demand of the petitioner. Also, no subsequent empirical inquiry has been placed on record to demonstrate that the 2017 determination was factually erroneous or any reasons as to why and in what manner the said justification was wrong and why a divergent view was taken dehors the earlier justification.

19. Learned counsel appearing for the petitioner has strenuously submitted that the opposite parties lacked the power to recall or cancel the 2017 justification certificate. According to the learned Counsel, the fresh certificate dated 26.06.2023 is itself founded upon the very provision (Clause 14 of the Government Order dated 02.05.2018) whose applicability was required to be determined in the first instance and which in the earlier round of litigation had prima-facie held to be not applicable to the petitioner. The sequence of events, being judgment dated 13.04.2023 passed in the earlier round of litigation, recall of the earlier certificate on 26.06.2023 and fixation of rent at ₹350/- on 03.07.2023, demonstrates a deliberate attempt to revive the restriction already held inapplicable. Furthermore, it has also been submitted that the similarly situated private godowns at Babaganj, Belkharnath, Sangipur and Kalakankar have been granted enhanced rent on the basis of District Magistrate's justification certificates, including enhancements exceeding 20 per cent. The petitioner's godowns, situated on the main Allahabad–Faizabad road and commanding higher circle rates, have been singled out for discriminatory treatment in violation of Article 14 of the Constitution of India.

20. Lastly, it has been submitted by the learned counsel that the State has continuously utilized the petitioner's property for Public Distribution System storage for more than two decades, while insisting on an obsolete and artificially depressed rent. Public purpose does not authorize the State to retain private property at a perpetually frozen rate. The consistent administrative process culminating in the 2017 certificate gave rise to a legitimate expectation that the determined rent would be implemented; the respondents cannot retrospectively disregard their own determination without lawful authority, reasons and due procedure. Also, the impugned order dated 03.07.2023 is non-speaking. It furnishes no intelligible explanation for the sudden cancellation of the 2017 certificate after the judgment of this Court, nor does it disclose any fresh factual determination capable of rationally reducing the rent from ₹1,200/- to ₹350/-. There is a complete evidentiary disconnect between the 2017 inquiry and the 2023 fixation.

21. *Per contra*, learned Additional Chief Standing Counsel for the State has strenuously submitted that the impugned order dated 03.07.2023 is just, legal and in accordance with the provisions of the Government Order dated 02.05.2018. Clause 14 of the said Government Order provides that enhancement of rent shall not exceed 20 per cent of the previously sanctioned rent or the amount recommended in the Justification Certificate, whichever is less. The rent of the petitioner's godowns has accordingly been enhanced from ₹300/- to ₹350/- per 100 bags, after due consideration of the circle rate and the fresh justification certificate issued by the District Magistrate.

22. It has further been submitted that the Government Order dated 02.05.2018 was issued in supersession of all earlier government orders on the subject. Clause 20 expressly empowers the competent authorities to enhance rent in all pending matters where godowns are continuing on rent but enhancement remains pending. Clause 16 mandates that rent shall be determined on the basis of the justification certificate issued by the competent authority. The earlier certificate dated 27.12.2017 recommending ₹1,200/- was far in excess of the rent prevailing for comparable godowns in the locality and was therefore, cancelled by office order dated 26.06.2023; a fresh certificate recommending ₹350/- with effect from 01.04.2017 was issued after considering all relevant aspects.

23. Learned Additional Chief Standing Counsel has further submitted that the District Magistrate had initially issued the 2017 certificate beyond jurisdiction and in clear violation of the Government Order dated 02.05.2018. Once the correct legal position was brought to notice, the certificate was recalled. The proposal to enhance the rent by 20 per cent was consistent with the directions of the Commissioner, Prayagraj Division, and was fully justified. Furthermore, the claim of the petitioner for enhancement to ₹1,200/- (a four-fold increase) is contrary to the maximum ceiling prescribed by the Government Order dated 02.05.2018. The order dated 31.12.2022 and the subsequent order dated 03.07.2023 are reasoned and speaking orders passed after considering the entire material. There is no illegality or infirmity therein *per se.*

24. It has also been vehemently submitted that the petitioner’s reliance on circle rates to claim a four-fold increase ignores the statutory ceiling of 20 per cent. The respondents were not competent to go beyond the limits prescribed by the Government Order. The fresh justification certificate and the consequent fixation of rent at ₹350/- are in accordance with the applicable policy and calls for no interference. According to the learned counsel, the representation of the petitioner was well considered in the light of the Government Order dated 02.05.2018 and the earlier Government Order dated 14.07.2015. The demand for arrears at the rate of ₹1,200/- together with interest and GST is wholly untenable in view of the ceiling prescribed by the applicable government order and does not call for any interference by this Court.

25. Heard learned counsel for the petitioner and the learned Additional Chief Standing Counsel appearing for the State respondent(s) and perused the material on records.

26. The core issue for determination is narrower than it has been projected by the parties. According to this Court, the seedling of the controversy germinates on the determination as to whether Clause 14 of the Government Order dated 02.05.2018, apparently which caps rent enhancement at 20% of the previously sanctioned rent or the justification-certificate rate, whichever is less, could lawfully be applied to the petitioner's godowns. An ancillary branch also emancipates as to whether the respondents were competent to unilaterally recall the justification certificate dated 27.12.2017 after this Court's judgment dated 13.04.2023 in *Writ-C No. 2917 of 2023*.

27. Admittedly, it is not in dispute that both godowns of the petitioner were inducted into departmental tenancy in 2003 and 2006 respectively, i.e. well before 14.07.2015, the cut-off date referred to in the petitioner's submissions as marking the applicability of the enhancement-ceiling policy. A co-ordinate Bench of this Court in the petitioner’s own case, vide an earlier order dated 13.04.2023, passed in an earlier round of litigation, had already taken note of this chronology and had specifically directed the Regional Food Controller/Opposite Party No. 5 to determine, as a threshold question, whether Clause 14 applied at all to pre-2015 tenancies, and only thereafter to fix rent "in accordance with the policies applicable to the facts of the case." The following passage from the said judgment would make the issue clear as a broad day-light :-

> **"***….however, we find that Para 15 does not apply for the reason that the claim of the petitioner for enhancement of rent is w.e.f. 01.04.2017 and not from a date prior to 14.07.2015. The language used in Clause 14 and 15 is different. In Clause 14 it is mentioned -"प्रचलित शासनादेश दिनांक 14-7-2015 से जो गोदाम किराये पर लिए गये है, यह सीमा उन गोदामों पर लागू होगी।" This line of Clause - 14 means that the rent limit mentioned in Clause 14 will apply to those Godowns which have been taken on rent w.e.f. 14.07.2015, which is not the case here, as, the Godowns were taken on rent in the year 2003 and 2006. Clause 15 deals*

with regard to the authority competent to consider enhancement of rent and in this regard it is mentioned that enhancement pertaining to a period prior to 14.07.2015 will involve a decision by the Divisional Commissioner. In this case, as already stated, enhancement is being sought from 01.04.2017 and not from any date prior to 14.07.2015. In the impugned order RFC, Prayagraj says that the claim of the petitioner could not be considered earlier because the formalities were not completed and requisite form duly signed was not submitted in accordance with Clause 14 of the G.O. dated 02.05.2018 which, the petitioner says, is not applicable.

Prima facie, this issue ought to have been dealt with by the RFC, Prayagraj, as, it can not be presumed that G.O. dated 02.05.2018 will apply in this case but will have to be decided by him. If, Clause 14 of the G.O. dated 02.05.2018 is not applicable, then, the basis of the impugned order passed by the RFC, Prayagraj would be factually and legally unsustainable. Thus, RFC, Prayagraj has been persuaded in passing the impugned order on the premise that the Clause 14 of the G.O. dated 02.05.2018 applies in the case at hand also, whereas, the case of the petitioner is that it does not for the reasons mentioned hereinabove. As this relevant aspect has not been considered, therefore, we quash the impugned order and direct RFC, Prayagraj to pass a fresh order taking into consideration the aforesaid aspects of the matter and such other aspects which may be relevant. A fresh decision shall be taken within a period of one month from the date a certified copy of this order is submitted.

Needless to say that if RFC, Prayagraj ultimately finds that Clause 14 of the G.O. dated 02.05.2018 is not applicable, then, he will have to take a decision or whosoever is competent in this regard will have to take a decision as per the Policies which may be

> *applicable to the facts of this case. This shall be done within the aforesaid period.*"

28. Apparently, the impugned order also considering the aforesaid judgment passed in the petitioner's own case, has virtually concluded that the Government order of 2018 is not applicable to the petitioner. A facial reading of the impugned order dated 03.07.2023 immediately brings us to fore that the authority in the said order at paragraph 4 has clearly mentioned that Clause 14 of the Government Order dated 02.05.2018 is not applicable to the petitioner as the lease of the godown had started in the year 2003 and 2006 respectively. Further, the impugned order also mentions that even Clause 15 of the Government Order of 2018 is not applicable, as the rent revision has been sought by the petitioner with effect from 01.04.2017 and not from 14.07.2015, as has been the provision for rent revision in Clause 15 of the Government Order. The impugned order after mentioning the non-applicability of these two Clauses, goes on to mention that as per Clause 16 of the said Government Order the rent of the godown will be approved on the basis of rent justification certificate issued by the District Magistrate and in all cases of revision of rent, unlike the earlier provisions shall be now decided by the Divisional Commissioner and provides for a break-up of the amount of revised rent corresponding to the jurisdictional authority, according to which the District Magistrate has the power to decide any revisions of rent till Rs. 320/-, whereas for any rent revision upwards of Rs. 320/- it is the Divisional Commissioner, who has been authorized for such revision.

29. Apparently, the impugned order, having thus held the 2018 Government Order inapplicable, nevertheless goes on to hold that the earlier justification certificate dated 27.12.2017 was "not as per the notification of 2018," and proceeds to rely on two Fresh Certificates No. 756 and 757, dated 26.06.2023 to fix revised rent at ₹350/-, in the following words:

> *"**06.** प्रश्नगत प्रकरण अन्तर्गत सम्भागीय खाद्य नियत्रक, प्रयागराज के कार्यालय पत्र संख्या-383/दिनांक 29.05.2023 के क्रम में जिलाधिकारी प्रतापगढ़ ने अपने कार्यालय पत्र संख्या- 756/ दिनांक 26.06.2023 द्वारा गोदाम संख्या-1 (क्षमता 10736 बोरा) एवं कार्यालय पत्रांक-757/ दिनांक 26.06.2023 के द्वारा गोदाम संख्या-02 (क्षमता 19282 बोरा) द्वारा प्रश्नगत दोनों गोदामों का पूर्व में निर्गत किराया औचित्य प्रमाण-पत्रों को निरस्त करते हुए संशोधित किराया औचित्य प्रमाण-पत्र जारी किया, जिसके अनुसार गोदाम संख्या-1 क्षमता 10736 बोरा) का किराया रू0 350.00 प्रति सैकड़ा बोरा प्रतिमाह एवं गोदाम संख्या-02 (क्षमता 19282 बोरा)का किराया रू0 350.00 प्रति सैकड़ा बोरा प्रतिमाह औचित्यपूर्ण बताया गया। उपरोक्त के दृष्टिगत उपरोक्त प्रस्तर 04 में उल्लिखित व्यवस्था के अन्तर्गत उक्त दोनों गोदामों का किराया सक्षम स्तर (मण्डलायुक्त प्रयागराज) से स्वीकृत करते हुए अनुमोदित किया गया। जिसके क्रम में सम्भागीय खाद्य नियंत्रक, प्रयागराज के कार्यालय पत्र संख्या-669/दिनांक 03.07.2023 द्वारा श्रीमती सुधा अग्रवाल की उक्त दोनों गोदामों का किराया स्वीकृत किया गया। "*

30. Admittedly, although the impugned order heralds in clear terms that the Government Order dated 02.05.2018 is not applicable to the case of the petitioner, however, we find that the impugned order while holding that the petitioner is entitled for a revised rent of Rs. 350/- for five years with effect from 01.04.2017, has primarily relied on two rent justification certificates being No. 756 and No. 757, issued by the District Magistrate for Godown No.1 and Godown No.2, respectively. Although, the said mechanism does not seems anything foul in the first blush, however, on a deeper scrutiny of these certificates, it emerges that amongst other facts, the deciding factor for issuance of the certificate is the restrictions mentioned in Clause 14 of the Government Order dated 02.05.2018, which the impugned order itself has held to be not applicable to the case of the petitioner, as the tenancy being for the year 2003 and 2006, respectively. This contradictory stand of the authority cannot be countenanced in any manner to be fair, proper or legal in determining the revised rent applicable to the petitioner by any stretch of imagination. According to this Court, this is precisely the kind of self-contradiction the law does not countenance. It is a settled principle, reiterated by the Supreme Court in ***State of T.N. v. K. Shyam Sunder,*** reported in ***(2011) 8 SCC 737;*** and traceable to the line of authority beginning with ***Jagir Singh v. Ranbir Singh,*** reported in ***(1979) 1 SCC 560;*** that what cannot be done directly cannot be permitted to be done indirectly, for that would amount to an evasion of the very finding the authority itself has recorded. An authority cannot, on the one hand, hold a provision inapplicable to a party and, on the other, achieve the very result that provision would have produced, through a different door. The respondent authority, in substance, has done indirectly what it has expressly declared it cannot do directly, and the impugned order cannot survive this internal contradiction

31. We find equally troubling, the manner in which the justification certificate dated 27.12.2017 was recalled and sought to be undone. That certificate was not a stray or unilateral document; it was the product of a structured administrative exercise, wherein an inquiry was conducted by the Tehsildar, a report by the Sub-Divisional Magistrate recording that circle rates had risen up to 4.75 times, and a recommendation by the District Magistrate, the very authority statutorily entrusted with issuing such certificates. Once such a certificate is issued and has been relied upon by the affected party over a period of years, it generates a legitimate expectation in the party's favour that it will not be displaced except for demonstrated cause and after a fair hearing. The Supreme Court has consistently held that withdrawal of a sanction, benefit or certificate previously granted and acted upon, without adherence to the principles of natural justice or without recording cogent reasons demonstrating jurisdictional or factual infirmity, is impermissible: ***State of Kerala v. K.G. Madhavan Pillai,*** reported in ***(1988) 4 SCC 669; Navjyoti Co-op. Group Housing Society v. Union of India,*** reported in ***(1992) 4 SCC 477***. The respondents' bare assertion that the 2017 certificate was issued "beyond jurisdiction" is asserted but nowhere demonstrated on the record — there is not a whisper in the impugned order of any infirmity in the Tehsildar's inquiry or the S.D.M.'s report, beyond the circular observation that the resulting figure exceeded a ceiling that has itself been held inapplicable. That, without more, cannot justify the recall.

32. Further, the timing and unfolding of events cannot be ignored. The sequence of — this Court's judgment of 13.04.2023 requiring fresh determination of the applicability of Clause 14, followed by recall of the 2017 certificate on 26.06.2023, followed within days by fixation of rent at ₹350/- on 03.07.2023 — lends force to the petitioner's contention that the exercise was directed towards reinstating the very ceiling whose applicability had specifically been found not to survive, rather than towards an honest re-appraisal of facts. Where the custodian of power is shown to have been guided by considerations extraneous to, or a deliberate circumvention of, the very finding it purports to accept, the exercise of power is rendered a colourable one. As explained by the Hon'ble Supreme Court in ***State of Punjab v. Gurdial Singh,*** reported in ***(1980) 2 SCC 471;*** legal malice — as distinct from personal vice — lies in "the attainment of ends beyond the sanctioned purposes of power by simulation or pretension of gaining a legitimate goal," and such an exercise, even where cloaked in the form of a routine administrative order, is liable to be struck down as a fraud on power.

33. Keeping the overall facts in view, and with special attention to the impugned order dated 03.07.2023, there is no doubt that it, along with the accompanying letters, sets out no comparative data, current market or rental analysis, or reasoning explaining why ₹350/-, a figure barely above the 2013 rate of ₹300/- fixed nearly a decade earlier, represents fair rent in 2023 for commercial godowns on a State highway, particularly when the respondents' own Tehsildar/S.D.M. inquiry in 2017 had found circle rates to have risen nearly five-fold. It is well settled that an administrative or quasi-judicial authority exercising a power of this nature is obliged to pass a reasoned, speaking order; the requirement is not a mere formality but a substantive safeguard that enables meaningful judicial review, curbs arbitrariness, and ensures fairness. (Please see ***S.N. Mukherjee v. Union of India, (1990) 4 SCC 594; Siemens Engineering & Manufacturing Co. of India Ltd. v. Union of India, (1976) 2 SCC 981; Kranti Associates (P) Ltd. v. Masood Ahmed Khan, (2010) 9 SCC 496*** wherein it has been held that reasons are the heartbeat of every conclusion). As held in ***Mohinder Singh Gill v. Chief Election Commissioner,*** reported in ***(1978) 1 SCC 405;*** an order must stand or fall on the reasons recorded therein, and cannot be supplemented by reasons offered later. Tested on this anvil, an order pegging rent at ₹350/- required some articulated basis, by reference to comparable godowns, current circle rates, or a reasoned view on why the 2017 findings were unreliable. None of this appears on the face of the impugned order, which is for this reason alone rendered unsustainable as a non-speaking order.

34. In contrast, we find force in the petitioner's argument of discriminatory treatment *vis-à-vis* godowns at Babaganj, Belkharnath, Sangipur and Kalakankar, said to have received enhancements based on justification certificates (including enhancements beyond 20%), a claim asserted with particularity and not specifically controverted by the respondents beyond a general denial. It is well established that Article 14 strikes at arbitrariness in State action and mandates that similarly circumstanced persons be treated alike, and that any departure from a consistent standard must be justified on some rational and non-discriminatory ground. (Please see ***E.P. Royappa v. State of Tamil Nadu, (1974) 4 SCC 3; Ramana Dayaram Shetty v. International Airport Authority of India, AIR 1979 SC 1628; Ajay Hasia v. Khalid Mujib Sehravardi, (1981) 1 SCC 722)***. According to this Court, where the State, in matters such as fixation of rent for godowns pressed into public service, is shown to have granted more favourable enhancements to similarly placed private lessors without any articulated distinguishing rationale, the resultant disparity calls for scrutiny under Article 14 and cannot be brushed aside without factual verification.

35. That said, this Court is conscious that fixation of fair rent is essentially an administrative/executive function involving assessment of local circle rates, comparable rentals and budgetary considerations, and is not a matter this Court would ordinarily substitute its own view for that of the competent authority. The proper course, therefore, is not for this Court to itself fix the rent at ₹1,200/- as claimed, but to ensure that the petitioner is given fair treatment and a proper justification, keeping in mind the observations made in this judgment, before any rent is finally fixed.

36. For all the reasons recorded above, the impugned Office Order No. 671 dated 03.07.2023 and the consequential Order No. 669 dated 03.07.2023, together with Letters No. 756 and 757 dated 26.06.2023 recalling the justification certificate dated 27.12.2017, are hereby ***quashed*** and ***set aside.***

37. The matter is remitted to Opposite Party No. 5 (Regional Food Controller/competent authority) with the following directions :-

(a) As per the own showing of the respondent authority, the competent authority shall determine the rent independently, without adverting to Clause 14 of the Government Order dated 02.05.2018, which apparently is not applicable to the petitioner, consistently with the principle that a finding of inapplicability cannot be circumvented by indirect reliance on the same clause (*K. Shyam Sunder*, *supra*).

(b) The competent authority shall determine the revised rent payable to the petitioner afresh, in accordance with the policy otherwise applicable, having due regard to the justification certificate dated 27.12.2017, the S.D.M.'s report on circle rates, and any other relevant material, by a reasoned, speaking order (*S.N. Mukherjee*; *Kranti Associates*, *supra)*.

(c) If it is found, for cogent reasons recorded in writing, that the 2017 justification certificate suffers from a jurisdictional or factual infirmity warranting its supersession, the authority shall record such reasons explicitly, consistent with the requirement that withdrawal of an accrued benefit be preceded by a demonstrated cause and fair hearing *(K.G. Madhavan Pillai; Navjyoti Co-op. Group Housing Society, supra*) — and shall not merely reassert the 20% ceiling under a Government Order already held inapplicable to the petitioner.

(d) The authority shall also examine, and return a specific finding on, the petitioner's claim of comparative treatment of similarly situated godowns at Babaganj, Belkharnath, Sangipur and Kalakankar, in light of the equality guarantee under Article 14 *(Royappa; Ramana Dayaram Shetty, supra).*

(e) The entire exercise shall be completed by way of a reasoned order within twelve weeks from the date of production of a certified copy of this order.

38. Needless to say, as for the other rights and contentions of both parties, including on the question of GST and interest on arrears, the same are left open to be urged before the competent authority and, if necessary, thereafter.

39. The writ petition stands ***allowed*** to the extent indicated above.

(Abdhesh Kumar Chaudhary, J.)

I agree

(Shekhar B. Saraf, J.)

September 24, 2026
Anuj Singh