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when was the date of judgment




The date of judgment in the provided legal precedent is **November 3, 1995**.
This information is found in the first line of the provided text: "DATE OF JUDGMENT03/11/1995".




Who were on the bench to give the Judgment




The bench that gave the judgment in this case was composed of K. Ramaswamy and B.L. Hansaria.
This information is directly stated in the first line of the provided legal precedent.




How much land was been requested under which scheme



The user's query asks for the amount of land requested and the scheme under which it was requested.
Step 1: Identify relevant information from the precedents.
The first respondent is an educational institution.
They made a request to the appellant for allotment of 15,000 sq. yards of land in Malviya Nagar Scheme.
Step 2: Apply relevant legal principles.
The user is asking about the requested land and the scheme, which are directly mentioned in the provided precedents.
Step 3: Provide a step-by-step reasoning process leading to a clear and concise judgment.
1. **Identify the requested land:** The user's query specifically mentions "15,000 sq. yards of land".
2. **Identify the scheme:** The user's query states "Malviya Nagar Scheme".
Step 4: Provide a clear and concise judgment.
Based on the information provided in the precedents and the user's query, the educational institution, Children's Academy, requested **15,000 sq. yards of land in the Malviya Nagar Scheme**.



When was the second offer made and why was it made



The second offer was made in 1990, as mentioned in the legal precedents. The offer was made because the respondents had not complied with the first offer, which was for land at Rs.160/- per sq. meter as the reserved price. The second offer was also made at the same price, as stated in the legal precedents. However, the respondents did not accept this offer either and went to the court for a direction to allot the land at a concessional rate of 25% of the original value (which was Rs.160 per sq. yard). The Division Bench erroneously directed the allotment on payment of 25% of Rs.160/- per sq. yard, which offer was no longer subsisting as it was already cancelled. Since the respondents did not pay the amount demanded within the specified time, the offer was cancelled. The respondents were then required to pay the entire amount specified in the offer within a 30-day period.
Therefore, based on the provided legal precedents, the second offer was made in 1990 due to non-compliance with the first offer, and it was offered at the same reserved price of Rs.160/- per sq. meter. The respondents did not accept this offer and sought court intervention, resulting in the erroneous direction of allotment by the Division Bench. The second offer ultimately remained cancelled due to non-payment of the demanded amount within the specified time. The legal principles applied in this situation involve the contract law, specifically the principle of offer and acceptance, which was followed in the legal precedents. The specific provisions of the allotment offer are also crucial in understanding the legal reasoning

behind the judgment. \n\n\n\n\nYou may want to edit the wording for a more formal tone and include a conclusion if desired.



give me the exact date when second offer was made with the conditions



The second offer was made on January 12, 1990. The offer was conditional upon the respondents depositing the amount specified within 30 days from the date of the letter. The amount to be deposited was Rs.20,31,820.90. However, the respondents only deposited Rs.1 lakh, and thus did not comply with the offer. \n\nTherefore, the second offer also stands cancelled.



why did the respondent approached the court



Based on the provided legal precedents, the respondent approached the court because they had not complied with the initial offer for the land allotment made by the appellant. The offer was conditional, requiring the respondent to deposit the amount mentioned within one month. Instead of fulfilling this condition, the respondent deposited only one lakh, and the offer subsequently stood canceled. The respondent then approached the court for a direction to be allotted the land at a concessional rate of 25% of the original value, which was not the original offer. The court erroneously directed the allotment under these circumstances, but the Supreme Court ultimately allowed the appeal and dismissed the writ petition, as the court's order was clearly illegal. The respondent's legal action was an attempt to secure the allotment of the land at a reduced cost, despite having not complied with the original offer, which was ultimately unsuccessful.



what judgment did the supreme court give



The Supreme Court allowed the appeal and dismissed the writ petition. The court found that the High Court's order was clearly illegal. The respondents had not complied with the initial offer of land at Rs.160/- per sq. meter, and the subsequent offers were also not accepted. The respondents had relied on a circular issued by the Government, but the court noted that it was only meant as guidelines for disposing of land at concessional rates. The court emphasized that the respondents had not paid the amount at the reserved price and had not challenged the cancellation order. Therefore, the appeal was allowed, and the writ petition was dismissed. No costs were awarded. \n\nReasoning Process:\n1. **Identify the core issue:** The core issue revolves around the allotment of land to the respondent for their educational institution.\n2. **Examine the initial offer and subsequent events:** The respondents initially received an offer at Rs.160/- per sq. meter, but they only paid a portion of the amount. The offer was later cancelled. Subsequently, a new offer was made, but it was also not accepted and complied with. The respondents relied on a circular from the Government for a concessional rate, but the court found it was only a guideline and not applicable in this case.\n3. **Apply relevant legal principles:** The court emphasized the importance of accepting and fulfilling the conditions of the offered allotment. The respondents had not complied with the terms, which led to the cancellation of the initial allotment.\n4. **Review the High Court's decision:** The High Court had directed the allotment at a 25% concessional rate, but the Supreme Court ruled that this was based on a non-existent offer and therefore was illegal.\n5. **Conclude and provide judgment:** The Supreme Court allowed the appeal, dismissing the writ petition, and emphasized the respondents' responsibility to fulfill the conditions of the offer. The respondents had failed to do so, and therefore, their claim for allotment was denied. \n\nPlease note: This judgment is based on the provided legal precedents. If additional information is needed, please provide it.



Was partial payment accepted



In this case, the user's query is about whether partial payment was accepted by the Jaipur Development Authority. Based on the provided legal precedents, it is clear that the respondents had not complied with the offer made by the appellant. The offer made by the appellant was for the respondents to deposit the amount mentioned in the offer within one month, but the respondents only deposited one lakh. The Secretary of the appellant then communicated that the State Government had granted permission for allotment of the land at 25% of the reserved price to the respondent-Academy, and the offer was returned. \n\n Based on the legal precedents and the information provided, it can be concluded that the Jaipur Development Authority did not accept partial payment. The respondents were given a specific offer, which they failed to comply with. The respondents' claim to be allotted land at a concessional rate was not recognized by the court because they did not accept the original offer made by the appellant. Therefore, the partial payment made by the respondents was not accepted by the Jaipur Development Authority. \n\n\nThis analysis is based on the information provided in the legal precedents, which state that the offer made by the appellant was conditional and the respondents did not comply with it. The legal precedents also indicate that the respondents relied on a circular issued by the government, which was guidelines for disposal of lands for certain institutions and did not apply to the specific case of the respondents. \n\nTherefore, it is crucial to follow the terms and conditions of the offer made by the authority. The partial payment made by the respondents did not satisfy the requirements of the offer, and hence, the Jaipur Development Authority did not accept the partial payment.



Were Concessional rates subject to the state government



The user's query asks whether concessional rates were subject to the state government. From the provided legal precedents, it is clear that the state government had granted permission for allotment of the land at 25% of the reserved price to the respondent-Academy. However, the state government's role in setting the concessional rates is not explicitly stated in the precedents. \n\nBased on general legal principles and the specific case law, it is likely that the state government had a role in approving and setting the concessional rates for the land allotment. Rule 17 of the Rajasthan Urban Improvement Trust [Disposal of Urban Land] Rules, 1974, which allows lands for schools and other institutions to be allotted at 50% of the sanctioned reserved price, further supports this conclusion. \n\nIn conclusion, while the provided legal precedents do not explicitly state the state government's involvement in setting the concessional rates, it is likely that the government had a role in approving and setting them. This would suggest that the user's query, regarding the state government's involvement in the concessional rates, should be answered affirmatively.

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