

Government of Uttar Pradesh
Industrial Development Department: Section-4
No. 5359/77-4-25/36 Appeal/2024
Lucknow: Dated 23 October, 2025

M/s Elevator IT Solutions Pvt. Ltd.	-----	Revisionist
Vs.		
NOIDA Authority	-----	Respondent

1. The instant revision has been filed against the cancellation order of the Respondent Authority dated 10.07.2023. The brief facts of the case are as follows.
2. The original allottee was allotted IT/ITES Plot No. C-30/7B, Sector 62, NOIDA admeasuring 4130m² on 28.03.2008. The lease deed was signed on 05.08.2008 and the possession handed over on 27.08.2008. The terms of the lease provided for construction to be completed within five years of the execution of the lease deed i.e. till 26.08.2013. However, the allottee was in breach of this condition. The allottee instead applied for a Change in Constitution (CIC) transferring the said plot to their subsidiary company M/s Elevator IT Solutions Pvt. Ltd. (present Revisionist) on 06.01.2016. As a result of the CIC, the Revisionist was granted additional time till 26.08.2017 to complete the construction. However, not only did they continue to be in breach of this obligation; they did not even bother to begin the construction.
3. Subsequently, the Government of U.P. enacted an Ordinance dated 28.07.2020 which was later enshrined as an enactment, namely, U.P. Industrial Area Development (Amendment) Act 2022 (henceforth referred to as the Act). In the said Act, such allottees who had been holding plots beyond a period of 8 years and had not yet obtained the completion certificates were required to complete the construction by 31.12.2022, failing which the allotments and the consequent lease deed would be treated as deemed to have been cancelled.
4. Consequent upon coming into existence of the Ordinance, respondents issued a notice on 18.06.2021 and directed the Revisionist to make the unit functional by 31.12.2022 as required under the Ordinance failing which the provisions regarding deemed cancellation and revocation of lease deemed would become operative. Despite this notice, the Revisionist continued defying their construction obligations. Hence, the Respondent Authority was left with no option but to issue the impugned order of cancellation.
5. The Revisionist has filed a Writ Petition (C) No. 9982 of 2025 in Hon'ble High Court, wherein Hon'ble High Court was pleased to observe that the pending revision petition may be disposed of by the next date of listing, that is 27.10.2025. Based on the directions of the Hon'ble Court, notices were issued to the rival parties and a hearing was held on 23.10.2025. Heard Mr. Sachin Upadhyay, advocate on behalf of the Revisionist and Ms. Vandana Tripathi, ACEO, NOIDA on

behalf of the Respondent Authority, NOIDA, both present through video conference.

6. The main contention on behalf of the Revisionist is that the clause 11(b) of the lease deed has no provision of suo-motu or automatic revocation of the lease deed; as mentioned in the impugned order and therefore the Respondent Authority's order of unilateral cancellation of allotment and revocation of the lease deed is defective on the grounds being *ultra vires* of the terms of lease.
7. The second contention on behalf of the Revisionist is that the dead line of December 31, 2022 as envisaged in the Ordinance was further extended to December 2023 and 2024 by special orders of U.P. Government. Other similarly placed allottees had been given additional time for completion; whereas the Revisionist's plot was cancelled without giving them additional time, and therefore this impugned order is violative of Article-14 of the Constitution of India.
8. The third issue that has been raised by the Revisionist is that no prior cancellation notice as contemplated under section 7(d) of the Ordinance was issued or served upon the Appellant/Revisionist and therefore the impugned cancellation order is also defective on procedural grounds.
9. The Respondent Authority in its reply dated 08.04.2024 has pointed out that pursuant to Ordinance issued by the U.P. Govt., the Revisionist was served with notice dated 18.06.2021; whereby they were inter-alia informed of the provisions under section-7 of the Ordinance and the consequences of non-completion of the project by 27.07.2021. Despite the notice, not only did the Revisionist fail in complying to the ensuring compliance to the directions of the Respondent authority; but also, did not bother to file any response. Given this situation, as per provisions of the section-7 of the Ordinance, the allotment was cancelled and the money deposited against the plot was forfeited by the impugned order. They further argued that as per the provisions of the Act, the cancellation of the allotment was very much in the jurisdiction of the Respondent Authority, having been specifically enabled through the provisions of the Ordinance.
10. I have carefully gone through the records. It is clear the default in construction was a material breach of the lease conditions as well as provisions of the section-7 of the Ordinance and therefore, the argument that the impugned order of the Respondent Authority is *ultra vires* of the lease deed cannot be sustained. This argument flies in the face of the penal consequences of non- construction enshrined in the Ordinance of 2020 and subsequently the Act of 2022 passed by the State Legislature. Moreover, even in the lease deed it has been provided that if there is a material breach of the conditions of the lease on the part of the allottee, the Respondent Authority may cancel the lease deed and take the possession of the plot in question.
11. The second ground that the Revisionist has been discriminated against because some other similarly placed allottees have been given time uptill December, 2024 also does not hold ground since the Authority took a decision to cancel allotments in respect of those plots where the construction had been less than 10%; whereas

in respect of those plots where constructions were in an advanced stage were given special onetime relaxation in the time to ensure completion. The Respondent Authority clarifies that ALL 29 plots where construction was below 10% (including the plot of the Revisionist) have been dealt with similarly and there is no discrimination against the revisionist. It is a settled principle of Law that equal treatment can be given to those who are similarly placed. In my view, the two-fold classification on the basis of progress of construction on the date of decision is a reasonable classification and therefore the impugned order is not violative of Article 14 of the Constitution of India.

12. As regard to the third issue not being served a notice before cancellation, this position cannot be sustained in light of the fact that as previously stated the Respondent Authority did issue a notice dated 18.06.2021 to the Revisionist and duly informed him that non-construction by date specified would result in the invocation of penal clause of the Ordinance. Therefore, it is incorrect to argue that no notice was given before cancellation.
13. In view of the discussions above, I find no merit in the revision petition which is accordingly dismissed and there is no occasion for interference in the order passed by the Respondent Authority.

Sd/-

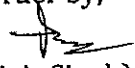
Alok Kumar
Additional Chief Secretary

Letter No. 5359/77-4-25/36 Appeal/2024 Dated: as above

Copy to the following for information and necessary action-

1. Chief Executive Officer, NOIDA.
2. M/s Elevator IT Solutions Pvt. Ltd., B-498A, Sector-19, NOIDA.
(sachinupadhyay4488@gmail.com)
3. Director, I.T. Invest U.P. to upload it on Department's website.
4. Guard file.

Order by,


(Jaivir Singh)
Joint Secretary