

Government of UP

Industrial Development Department; Section -4

No. 5125/ 77-4-25 /31 Appeal/25

Lucknow: Dated 06.10.2025

Ramesh Duggal Revisionist

Vs

NOIDA Authority Respondent

1. The instant petition is with regard to plot no. H-62 sector 44 admeasuring 300 sq.m. The same was allotted in favour of the Revisionist on 15-12-2008 upon which the Revisionist paid the Respondent Authority a sum equivalent to 30% of the required premium. The Authority issued the checklist on 20-02-2009. However, the lease deed was not executed. After issuing several notices for non-payment of the balance amount and also repeated reminders for the execution of the lease deed, Respondent Authority cancelled the allotment vide order dated 12-02-2016. The instant revision seeks to set aside the cancellation order dated 12-02-2016 and also seeks declaration of the period from 10-01-2009 till date as zero period. He also seeks an alternate plot in lieu of the allotted plot, since as per the Revisionist the allotted plot is in low lying area with water logging, no drainage system and no proper approach road.
2. Heard Dr B.P. Neelratan and Mr Kazim Ibrahim on behalf of Revisionist; who are present in person. Heard Mr Mahendra Prasad, OSD NOIDA Authority present through VC. The contention on behalf of Revisionist is that the registration of lease deed could not be done because of the following deficiencies: -
 - 1) The plot was not in proper condition
 - 2) There was a 40 feet depression in the plot along with water logging so that it could not be used productively.
 - 3) There was no approach road.
3. In support of their claims they have cited the following evidences: -
 - Letter dated 13-04-2016 of Project Engineer work circle-3 stating that the approach road to plot is bad and pits filled with water without any drainage system.
 - Letter dated 22-03-2018 of Project Engineer work circle-3 stating that plot is in low lying area having water logging problem and the approach road is also not usable.
 - Letter dated 05-06-2018 of Sr Project Engineer work circle-3 that plot is in low lying area having water logging problem, collection of large garbage dumps and the approach road is also not usable.

- Letter dated 02-07-2018 of Sr Project Engineer work circle-3 stating that the plot in question and other adjoining plots are in low lying area having water logging problem. Authority had invited tenders for development of the area.
 - Letter dated 21-11-2024 of Senior Manager water division-3 stating that sewer and water lines are not available for the plot in question and other adjoining plots.
4. Contesting the claim of the Revisionist the Respondent Authority argues that as per the conditions of allotment the allottee was required to pay the remaining 70% in 10 six monthly instalments with an interest of 10%. The 1st instalment was due on 12-06-2009 and the last was due on 12-12-2013. Since the Revisionist was in continuous default of payment obligations, the Respondent Authority issued him notices dated 15-10-2013, 04-12-2014 and 31-07-2015. The Revisionist/allottee did not pay any heed to the notices and for this reason his allotment was cancelled vide order dated 12-02-2016. They drew attention to the conditions of allotment, as specified in the Brochure governing applications for allotment of the residential plots; including the one which is the subject matter of this petition. The Respondent Authority further cited that the Assistant Project Engineer vide his letter dated 09-05-2014 stated that there is no encroachment on the allotted plot. In particular Clause 12 of the said Brochure requires the allottee to execute the lease deed when called upon by the Authority to do so. Failure to do so within the stipulated time, opens the option for the Respondent Authority to take action for cancellation of allotment and forfeit the amount deposited by the allottee. They further cite Clause 14 where the allottee is required to accept the plot on "AS IS WHERE IS BASIS". It has been contended that the Revisionist was in continuous default both in regards to the payment schedule, as well as in regard to the execution of lease deed.
 5. The Respondent Authority contends that the question of the status of the plot was not raised at that time; rather the Revisionist repeatedly sought time extension for settlement of dues payable; as well as for execution of the lease deed. It is further stated that only after that the cancellation order was issued by the Respondents that, as an afterthought, the allottee sent a representation dated 03-03-2016 that the plot is not fit for any productive purpose. The Project Engineer work circle-3 vide his letter dated 13-04-2016 on a spot inspection stated that there are depressions on the plot in question which is filled with water. Thereafter, the Revisionist submitted multiple representations to the Authority. It is admitted on behalf of the Authority that even till 21-11-2024 there is no sewer/ water pipeline to the plot in question for which an estimate has been prepared and tenders have been invited.
 6. The issue is that arise for determination is whether & to what extent is their default on the part the Revisionist and on the part of the Respondent Authority. As would be clear, from the reports submitted by the Authorities own agencies the plot in question has the deficiencies pointed out by the Revisionist. However, it is

also equally true that the Revisionist's claim is on shaky grounds since he is in breach of the conditions of the allotment. As analyzed in para 5, the Respondent Authority had the right to cancel the allotment on payment default as well as on grounds of non-execution of the necessary legal documentation in respect of the plot in question. This has been done after giving multiple opportunities to the Revisionist/ Allottee. At that point no objection was raised on behalf of the allottee in regard to the condition of the plot, therefore I find no reason to interfere with the cancellation order.

7. Since no lease deed has been executed between the parties in question the conveyance of the land in favour of the Revisionist has not taken place in legal terms. Since, after the cancellation of allotment, no claim of the Revisionist subsists on the land in question; hence there is no obligation on the part of the Respondent Authority to provide him with an alternate land parcel. Accordingly, the need to adjudicate Zero period does not arise.
8. Moreover, the Revisionist has filed this petition almost 8 years after the impugned cancellation order was passed by the Authority. Hence the revision is also barred by the law of limitation.
9. Therefore, on the basis of discussions above, I find no merit in the case. Hence revision petition is dismissed.

Sd/-
(Alok Kumar)
Additional Chief Secretary

Letter No. 5125/ 77-4-25 /31 Appeal/25 Dated:

1. Chief Executive Officer, Noida
2. Sri Ramesh Duggal (Email: dr.b.p.nilaratna@gmail.com)
3. Director IT – to upload it on website
4. Guard File.

Order by

(Jaivir Singh)
Joint Secretary