

Government of UP  
Industrial Development Department; Section -4

No. 6280/77-4-25/25 Appeal/25

Lucknow: Dated 17.12.2025

M/s Jubilant Infracon Pvt Ltd       .....       Revisionist

Vs

NOIDA Authority       .....       Respondent

1. The instant revision has been filed by M/s Jubilant Infracon Pvt. Ltd. with a prayer to set aside impugned order dated 10.06.2020 passed by the Respondent Authority terminating the lease deed dated 14.01.2008 and forfeiting the payments made by the Revisionist and other consequential benefits that flow from setting aside such order.

2. The brief facts of the case are as follows-

In the year 2007, Scheme named NOIDA/SCH07-08/CB/023 for allotment of plots of land for development of infrastructure for setting up IT/ITES industry was announced. Pursuant to the announcement, the Revisionist was allotted IT/ITES Plot No. 03, Sector 140A, NOIDA admeasuring 1,01,756.68 m<sup>2</sup> on 03.09.2007. Lease deed was executed between the parties on 14.01.2008 upon an upfront payment of Rs.16,18,32,042/- and the possession was handed over on 17.01.2008. The balance premium was payable in sixteen half yearly instalments with interest @ 11% compounded half yearly as per schedule provided in the clause I of the lease deed. Revisionist have contended that a significant portion of the allotted plot was encroached upon by the original land owners, moreover there existed a temple in Khasra No 352 which was not being vacated by the villagers despite several efforts made by him. It is further contended that the possession letter handed over to the Revisionist was merely a paper possession whereas the actual possession of the allotted plot has not been handed over to the Revisionist till date. Further, approximately 40% of the land forming part of the allotted plots were not acquired by the

Respondent and therefore could not have been handed over to the Allottee/Revisionist. It has also been argued that the land was obtained by the Allottee/Revisionist to setup a IT SEZ for which minimum 100,000 sq.m. land was mandatory. Exclusion of the land encroached/not acquired meant that the requisite license to operate the SEZ would not have been forthcoming from the Government of India. It is further contended that on 11.09.2019, the Respondent Authority issued a corrigendum regarding exclusion of the area admeasuring 2246.11 m<sup>2</sup> while computing the demand in the final notice; thereby implicitly admitting that the said area was encroached upon and should not however been a part of the allotment in the fresh place.

As per the conditions of the lease deed, the Allottee/Revisionist was required to pay the dues on time [Clause I] and to construct the building and obtain the Completion Certificate from the Respondent Authority within 5 years from the date of execution of lease deed [Clause 2(p)]. Clause 3(a) and (b) of the said lease deed expressly provided for the cancellation of the plot in case of violation of the conditions of the lease on the party of the Lessee. For the sake of clarity, it would be useful to quote the provision [Clause 3 (b)]: *"If the lessee does not abide by the or violate the building by-laws or any other the lessor and the possession of the demised premises may be taken over by the lessor followed by the forfeiture of deposits as per prevailing policy."*

3. The Revisionist had approached Hon'ble High Court in Writ C 6989/2020 against notices issued by the Respondent Authority, wherein the Hon'ble High Court on 27-02-2020 ordered: *"Petitioner makes deposit of the amount as admitted by him of Rs.35 crores within 30 days and latest by 2<sup>nd</sup> April, 2020, the order dated 17<sup>th</sup> February, 2020, in the meanwhile, shall not be pressed into service and the same shall stand quashed, however, in the event of default, NOIDA shall be entitled to proceed in accordance with law and no second writ petition will be entertained in the matter."* The Revisionist, being aggrieved by the order of Hon'ble High Court, filed a Special Leave Petition

No. 7919/2020 on 20.03.2020 in Hon'ble Supreme Court of India and an interim order of status quo was passed on 30.07.2020 by Hon'ble Court.

4. The Respondent Authority, in its response to the revision petition, has contended that since the Revisionist did not comply with the directions of the Hon'ble High Court within the stipulated time, the allotment was cancelled by NOIDA Authority vide order dated 10.06.2020. Also, the Respondent Authority contended that the Revisionist never tried to make the plot functional and that the so-called land on which possession could not be granted is situated in the rear of the said plot which created no obstruction to the construction of the remaining plot as it constitutes barely 2% of the area of the allotment.
5. Further, the Respondent Authority says the Revisionist neither started the construction on the said plot even after twelve years of allotment nor did he pay the dues on account of the plot to the Authority with the exception of the initial booking amount, despite repeated notices. Not only that, he did not even bother to submit the building maps for the approval of the Respondent Authority, showing his lack of intent in constructing the SEZ – the purpose for which the allotment was made in the first place. Since the Revisionist/Allottee was in consistent breach of the conditions of Lease Deed and he did not give adequate explanation of his dual default, hence, his allotment was cancelled vide the impugned order passed by the Authority on 10.06.2020.
6. Heard Mr. Kishore Kunal, advocate on behalf of the Revisionist is present in person and Mr. Krishna Karunesh, ACEO, NOIDA Authority present through video conference. Based on the rival submissions, the following issues arise for determination:
  - a. Whether 40% of the land forming part of the allotted plots in village Shahdara was not acquired by the Authority on the date of allotment/

handing over possession and to what extent was this a hindrance in the construction of proposed SEZ.

- b. Whether the temple in khasra No. 352 was a part of the allotted land and whether this impeded the construction of the proposed SEZ.
- c. Whether the Revisionist/Lessee was in violation of Clause 1 & Clause 2 (p) of the lease deed and therefore the Respondent Authority correct in terms of clause 3 (a) & (b) of the sale deed?
- d. Whether the allotted plot in question is covered under Section 7 (a), (b), (c), (e) of UP Industrial Area Development Amendment Act, 2022 and whether the relief prayed for can be granted in light of the provisions of the Act?

**With respect to issue (a),** that Respondent Authority has countered the claim of the Revisionist that the plot no 344, 352, 353, 354, 355 & 357 are not part of or had not been acquired on the date of allotment. They have asserted that the entire land comprising the plot in question had been acquired and the possession taken over from ADM Land Acquisition Gautam Budh Nagar on 14-07-2008. This had been informed to the Revisionist/Allottee as well as the Government of India vide Authority's reply dated 21-07-2008 that the land in question has been acquired by the Authority and its possession rested with the Authority, since the compensation has already been paid to the farmers. With regard to some amounts of compensation having been paid after the date of allotment this is a routine practice that post-award legal enhancements to compensation are complied with but this does not interfere in the possession of the acquired land. Hence, this contention of the Revisionist cannot be sustained.

**With respect to issue (b),** the temple being situated in khasra No. 352 is admitted by the Respondent Authority. The only dispute is on the fact whether it impeded the construction of SEZ. The Revisionist point to a

notification issued by Ministry of Commerce & Industry, Government of India whereby a minimum mandate of 100,000 sq.m. was required for setting up SEZ whereas the instant plot measured only 99510.57 sq.m. The Respondent Authority points out that the Commerce Ministry had provided various relaxations in respect of minimum land area required for construction of SEZ. However, the Revisionist in order to hide his deficiency on default in payments as well as default in construction deadlines, chose to present this to 2150 sq.m. as an insurmountable hurdle in the construction of SEZ when infact it was in the rear of the plot and did not hamper the construction of SEZ in any meaningful way as it constituted barely 2% of the overall area of the plot. They have further contended that vide notification dated 17-12-2019 Department of Commerce waived off minimum land area requirement of setting up SEZ for IT/ITES as is the case in the matter under challenge. The revised guidelines required 50,000 sq.m. of built-up area. This could easily have been achieved on the land in possession of the Revisionist given that the FAR was 200. Hence the contention that the small piece of land on which possession could not be given to the revisionist, hampered the construction of the SEZ cannot be accepted.

**With respect to issue (c),** it is clear from the submissions of the Respondent Authority that the Revisionist did not start construction on the plot in question even after 12 years of allotment and possession. Further he was also in default of the payment schedule as prescribed in the Lease Deed. The Respondent Authority served repeated notices to the Revisionist/ allottee pointing out the payment defaults. The said notices dated 01-04-2013 and 25-07-2013 elicited no satisfactory response was forthcoming from the Revisionist apart from saying that “they had a liquidity crunch and that lack of demand for a IT/ITES office space (required them to seek reschedulement of payments)”. It is clear that

recession was over by March 2011, since the Government orders granting relaxation to development projects in NOIDA & Greater NOIDA were in effect only till 31-03-2011. That being the case, the Revisionist's request for reschedulement of payment citing recession and liquidity crunch appears to be an artifice to escape the consequences of the flagrant violations of the conditions of the lease deed. It therefore appears on the basis of records submitted that the prime responsibility for violation of the conditions of lease, rest with the allottee/Revisionist and not with the Respondent Authority.


**With respect to issue (d),** the allotted plot is covered under **Section 7 (a), (b), (c), (e) of the U.P. Industrial Area Development Act, 1976** which provides that *"where any land has been allotted on lease before 28.07.2020 for setting up of an industrial unit and/or Information Technology/ Information Technology Enabled Services unit(IT/ITES); and (b) the land has not been utilized (functional/minimum completion) by 28.07.2020 as per the norms laid down by the Authority; and (c) a period of eight years from the date of execution of lease deed of the period fixed for such utilization as per the terms and conditions of allotment, whichever is longer has lapsed by 28.07.2020; and . (d) a notice has been given by the Authority to such allottee atleast three months prior to 31.12.2022 to utilize the said land by 31.12.2022 for the purpose for which it was allotted and apprising him of the consequences as mentioned hereafter of the failure to do so; and (e) the allottee does not utilize the land by 31.12.2022 then the allotment and lease deed will stand automatically cancelled and allotted land will vest with the Authority on 31.12.2022"*. Since the plot in question is covered under the provisions of the said Act, even if we for arguments sake accept the submissions of the Revisionist; this plot would fall under the purview of the above provisions of the Act. Given this legal and statutory position; the relief prayed for cannot be granted.

7. In view of the discussions above, the revision petition fails being devoid of merits and is accordingly dismissed.

Sd/-  
(Alok Kumar)  
Additional Chief Secretary

Letter No. 6280/77-4-25 /25 Appeal/25 Dated:

1. Chief Executive Officer, NOIDA
2. M/s Jubilant Infracon Pvt Ltd
3. Director I.T. Invest U.P. – to upload it on Department's website
4. Guard File.

By Order  
  
(Nirmesh Kumar Shukla)  
Deputy Secretary

