

Government of UP

Industrial Development Department; Section -4

No. 1475/77-4-25/59 Appeal/25

Lucknow: Dated 30.03.2026

M/s Greater Noida Hostels & Infrastructure Pvt Ltd Revisionist

Vs

Greater Noida Industrial Development Authority (GNIDA) Respondent

The instant Revision Petition has been filed on behalf of M/s Greater Noida Hostels & Infrastructure Pvt. Ltd. challenging the cancellation order dated 20-03-2023 passed by the Respondent Authority. The Revisionist was allotted Plot No. 206 admeasuring 4080 sq.m.; situated in Sector-Knowledge Park-5, Greater Noida. The lease deed between the parties was signed on 11-07-2011 and the possession of the plot was handed over to the revisionist.

Heard Mr. Kartikey Dubey on behalf of revisionist and Ms. Prerna Singh, ACEO, GNIDA on behalf of Respondent Authority, both are present through VC.

On behalf of the Revisionist, it has been argued that the actual physical possession of the plot in question was not handed over by the Respondent Authority, only paper possession was given since there was a litigation pending in the courts with respect to the compensation to be given to the farmers whose land had been acquired. They have further argued that the impugned order suffers from the infirmity that the prescribed notice as mandated under section 7 of the UP Industrial Area Development (Amendment) Act, 2022 (2022 Act). The third ground that has been taken is that the Income Tax Department had attached the said property on 15-01-2019 and it was only in 2021 the property was freed. As such, default in construction cannot be attributed to the Revisionist. Lastly, the Revisionist had laid great emphasis on the fact that the Respondent Authority by going ahead with creating a third party rights on the plot in dispute during the pendency of the instant revision petition as well as Writ Petition No 33958 of 2025 has acted in a wholly arbitrary and illegal manner frustrating the purpose of the adjudication process on these grounds, it has been prayed that the impugned order dated 20-03-23 and the allotment order in favour of the new allottee M/s Haldiram Educational Society be set aside.

On the other hand, the Respondent Authority argues that as on the date of cancellation, the Revisionist was in default of Authorities dues amounting to Rs 21.34 crore towards payment of land premium, lease rent and additional compensation. That, in fact of the 20 instalments he has paid only 2 immediately at the time of allotment and has not paid a single penny ever since. Respondent Authority also contested the claim of not granting possession to the allottee, they contend that there is not even a single communication of the Revisionist with the Respondent Authority wherein he has claimed any difficulty in obtaining possession of the land in question and this has been so despite 12 notices sent to him by the Respondent Authority indicating that the default is deliberate. In fact, the Respondent Authority has pointed out that in the 12 years duration between the execution of the lease deed and its cancellation the Revisionist has not even submitted a building plan for approval from the Authority. Being in deliberate and multiple breach of the provisions of the lease deed, the respondents have merely invoked the penal provisions of the same besides acting upon the statutory obligation enjoined upon them as per the 2022 Act.

I have taken note of the rival submissions and perused the records. It is clearly established that the Revisionist have been in deliberate breach of his payment and construction obligations under the lease deed and as such the Respondent Authority had no other option but to invoke the penal provisions relating to the same as mentioned in the lease deed. Moreover, this particular allotment is covered under the proviso to Section 7 of the Act and the allotment and lease deed stood automatically cancelled with the disputed land having vested in the Respondent Authority as a result of the Revisionist's inability to ensure completion of construction of the project in the time as provided under the lease deed; as further extended by the 2022 Act. The contention that adequate notice was not granted to him, is incorrect and flies in the face of the fact that at least 7 notices were issued to him by the Respondent Authority.

The Revisionist has cited some orders of the Revisional Authority whereby allotted plots have been restored on ground of inadequate notice, I do not find that this element is present in the instant case. Even if for arguments sake, it is accepted that the provisions of section 7 of UP Industrial Development (Amendment) Act are not attracted in the instant on ground of non-completion of the project for reasons beyond the control of the revisionist /allottee, he cannot escape the consequences of the gross and deliberate breaches of lease condition; of non-payment of dues. As on date of cancellation the outstanding dues of the allottee is to the tune of Rs 21.34 crore and he has defaulted on 18 of the 20 scheduled instalments. In fact, in the 12-year intervening period between the signing of the lease deed

in 2011 and its cancellation in 2023, the revisionist has not even bothered to submit a building plan for sanction to the Authority. Not a brick has been laid on the plot in question. Therefore, there appears to be merit in the respondent's contention that the ground taken by the revisionist that he could not construct because of farmer's issue or due to attachment of property by the IT department is merely an ex-post justification invented merely for the purposes of escaping the penal consequences of his acts of blatant violation of the provisions of the lease deed. Having defaulted both on payment as well as construction obligations; the Revisionist cannot escape from the contractual provisions of the lease deed that he has signed of his own free will. Therefore, this contention of the Revisionist cannot be accepted.

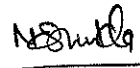
In so far as the offer of revisionist to pay 25% of the dues within a period of 14 days, it is too late and too little. The past conduct of the Revisionist does not inspire confidence no purpose is to be gained by entertaining the plea at this stage of the proceedings. I find that the fresh allotment with respect to the plot in dispute has been done through a transparent auction process through a market discovery of price. As such the argument relating to the much-emphasized notional financial loss to the respondents also cannot be entertained. Admittedly, there has been some delay in the disposal of this Revision Petition, but the action of the Respondents in auctioning of the plot in question cannot be held to be amounting to frustration of the adjudication process. If his contentions are upheld in the Hon'ble High Court at some point in the future, I am sure the Respondent Authority will find out some way to accommodate his legitimate rights.

Based on the discussions above, there is no merit in this Revision Petition; hence, it is dismissed.

Sd/-
(Alok Kumar)
Additional Chief Secretary

Letter No. /77-4-25 /59 Appeal/25 Dated:as above

1. Chief Executive Officer, GNIDA
2. M/s Greater Noida Hostels & Infrastructure Pvt Ltd
3. Director I.T. Invest U.P. – to upload it on the department's website.
4. Guard File

By Order

(Nirmesh Kumar Shukla)
Joint Secretary

