

Government of UP

Industrial Development Department; Section -4

No. 1476/77-4-25/ 64Appeal/25

Lucknow: Dated 30.03.2026

M/s Solitaire Infomedia Pvt. Ltd.
(Through its Resolution Professional)

..... Revisionist

Vs

Greater Noida Industrial Development Authority(GNIDA) Respondent

1. The instant revision petition has been filed on behalf of M/s Solitaire Infomedia Pvt. Ltd. through its Resolution Professional (RP), Mr Jalesh Kumar Grover challenging the cancellation order passed by the Respondent Authority vide its order dated 15-06-2023. The Revisionist was allotted an I.T./I.T.E.S. Plot No 201 Knowledge Park-5 Greater Noida, admeasuring 60,705 sq.m. on 11-03-2008. The lease deed was signed on 16-07-2013. The building plan was sanctioned by the Authority on 15.01.2014 clearing the deck for construction to begin on the plot in question.
2. A perusal of the impugned cancellation order reveals that the Revisionist/ allottee company was unable to fulfil its contractual obligation as enshrined in the lease deed regarding payments due to the Respondent Authority. As on 05-06-2023, the allottee owed the Respondent Authority the financial dues to the tune of Rs 33.71 crore on account of land premium and Rs 4.78 crore by way of lease rent. In addition, the allottee also owed the Authority the sum of Rs 7.86 crore towards payment of additional compensation as directed by the Hon'ble Supreme Court. In addition, the Revisionist also defaulted on the lease deed conditionality which required him to invest minimum of Rs 15 crore (excluding land cost) within first 3 years of the execution of lease deed. The lessee was obligated to complete the construction of the entire project within 7 years from the date of

execution of lease deed. Despite several notices on the part of the Respondent Authority apprising the Revisionist/ allottee of the breach of lease conditions, no satisfactory response was forthcoming on behalf of the Revisionist/allottee. Additionally, the Government of U.P. promulgated an ordinance dated 28-07-2020 (later enshrined as an Act of Legislature in 2022) wherein it was provided that *where any land owned by an industrial unit and/or any information technology/ information technology enabled service units (IT/ITES) has been allotted on lease before 28.07.2020 and according to the norms set by the Authority and the land has not been used till 28.07.2020, then the said allotment and lease deed shall automatically be deemed to have been cancelled and the said land shall vest in the Authority.* As a consequence of the consistent breach of lease conditions that was an explicit contract between the parties to the dispute the consequences for which have been provided in the lease deed itself and also on account of the legislation cited above, the Respondent Authority decided to cancel the said lease deed vide the impugned order.

3. The Revisionist has sought to challenge the impugned cancellation order passed by the Respondent Authority on the following grounds:

a) That the Revisionist/ allottee company has been referred to the Hon'ble National Company Law Tribunal (NCLT) New Delhi for recovery of investments on behalf of the allottees and the same has been admitted vide their order dated 03-06-2025. It has been prayed that as a consequence of the said order of the NCLT; an automatic moratorium comes into force on proceedings against the corporate debtor company in all other judicial forums under section 14 of the Insolvency & Bankruptcy Code.

b) The Revisionist/ original allottee of the said plot had entered into an agreement with its sister concern M/s Premia Projects Pvt. Ltd. for the development of the project which could not be given effect to

on an area admeasuring 2361.50 sq.m. situated right in the middle of the allotted plot since it was under litigation between the farmers from whom the land was acquired and the Respondent Authority, rendering the plot unusable for development purposes till 24-07-2014.

c) That under the relevant provisions of the Ordinance/ Act under which the said cancellation has been done, all allottees were granted extended time till 31-12-2024 to complete the construction. As such, the impugned cancellation order is premature.

d) It has also been contended that the plot in question has been attached by the Enforcement Directorate (ED) as being obtained through illegal financial transaction and money laundering. As such, Respondent Authority would not be able to transfer the said plot in favour of another party in view of such attachment.

4. Heard Mr. Kartikey Dubey and Sri JK Grover (RP) on behalf of Revisionist, who are both present in person. Heard Ms. Prerna Singh, ACEO, GNIDA on behalf of Respondent Authority, who is present through VC.

5. The first thing that becomes evident from the perusal of records is that the Revisionist has not contested the Respondent Authority's case of breach of contractual provisions as set forth in the lease deed signed between the two parties. He also does not dispute the consequences arising out of the breach of the conditions of lease. The limited point raised on behalf of the Revisionist is that the impugned cancellation order was passed on 15-06-2023; whereas the Government order dated 20-12-2023 permitted time till 31-12-2024 to complete the construction. It is true that the cited Government Order granted time till 31-12-2024 to allottees to complete construction by 31-12-2024. The benefit of the said GO could have been made available to the Revisionist **had the breach been limited to non-completion of the project**. However, in the instant case there has been a

double default: first, in terms of non-payment of the financial dues to the respondent authority; and second, non-completion of the project. In the instant case, the building plan was sanctioned on 15-01-2014, however till date not a single brick has been laid at the site till the date of cancellation. Moreover, these plans are sanctioned for a period of 5 years, after which they need revalidation. There was no attempt on the part of the allottee to revalidate the map. Moreover, he has defaulted in the payment of the financial dues relating to instalments of the land premium. And, this despite the fact that multiple notices have been issued to the revisionist by the respondent authority from time to time. If we take into account the time required for completion for building on a plot of such magnitude, it would be strictly unlikely to be completed by 31-12-2024 given that no effort has been made by the allottee to even start construction. As such, this argument of Revisionist cannot be accepted. Even if for arguments sake, it is accepted that the provisions of section 7 of UP Industrial Area Development (Amendment) Act is premature- though I am not inclined to accept this contention as has been stated above- the Revisionist cannot escape the consequences of the gross and deliberate breaches of lease condition; the consequences of which is the cancellation of lease deed. The Revisionist cannot resile from the contractual provisions that he has signed of his own free will. Therefore, this contention of the Revisionist cannot be accepted.

6. The next issue that needs to be dealt with is the interpretation of the moratorium order passed by the Hon'ble NCLT, New Delhi on 03-06-2025. A bare perusal of the order would reveal that the date of cancellation of lease deed very much predates the date on which insolvency proceedings have been admitted in the appropriate tribunal. As such, the cancellation of the lease deed predates the initiation of proceedings against the corporate debtor on whose behalf the Revision Petition has been filed. Therefore, a moratorium u/s 14 of the Insolvency & bankruptcy code could

not have applied on the date on which the cancellation order of the lease deed was passed by the Respondent Authority. As far as this forum is concerned, we merely have to opine on the correctness or otherwise of the impugned order. Since the said order is already in existence, I find no merit in this particular argument raised on behalf of the Revisionist. The Respondent Authority is not pressing for any new adverse orders against the corporate debtor; it is the corporate debtor seeking to reverse an order that has been passed by the Respondent Authority. Moreover, I have to go no further than to merely paraphrase the very same order of the Hon'ble NCLT cited by the Revisionist themselves that demonstrate bad faith, malafide and fraudulent conduct on the part of of the corporate debtor (the Revisionist in the present case). I quote -

“It is therefore clear that Tarun Sheinh, who effectively controlled the landholding Respondent No.2 company (Solitaire Infomedia Limited) and the developer company – Corporate Debtor (Premia Projects Limited), made the dual instruments of Collaboration Agreement and MoU as a clever stratagem to give by one hand land to the developer and receive monies as the price of allotted flats in the other hand, all along claiming the right hand does not know what the left hand is doing as these acts were being done by two outwardly different companies. As has come out in the transaction audit report submitted by the RP through an affidavit (Diary No 23898 of the Appeal Paperbook), huge amount of money has been siphoned off by Tarun Sheinh from the Corporate Debtor company, it is thus clear that Tarun Sheinh defrauded the homebuyers by collecting money from them through the Corporate Debtor, but not constructing and completing the projects promised under the Memoranda of Understanding entered into with various homebuyers. This circle of cheating was completed because the asset of land on which the project was to be developed and land constructed was owned by another company. In this manner, he made a similar attempt to save his property from being

auctioned even when he would not provide constructed flats to the homebuyers. Therefore, if the home buyers who are financial creditors of Developer Company, are to receive their rightful dues and the insolvency resolution of the corporate debtor has to be carried out in an effective manner, piercing of corporate veil is necessary. Once the corporate veil of the two companies is taken off, the intricate business relationship between landowning company and the Corporate Debtor – Developer Company would become crystal clear.

Given the conduct of the Revisionist in entering into a sham transaction with its sister concern M/s Premia Projects Ltd to defraud the homebuyers/creditors on the one hand and the Respondent Authority on the other, the arguments cannot be sustained either on the legal or ethical grounds.

7. The last issue that has been raised is the attachment of the said property by the ED. I duly appreciate the RP for bringing this fact to the notice of Revisional Authority. The *criminal* conduct of the Revisionist is not limited to defrauding the home buyers/creditors by selling them plots through a sister concern, despite objections of the Respondent Authority vide their letter dated 04-07-2016 and a criminal complaint filed by the latter for cheating potential investors vide their letter dated 06-06-2017. As if this was not enough, the plot in question has allegedly been purchased by money obtained through illegal financial transactions and money laundering, as alleged by ED. In the order of Hon'ble Supreme Court in *Bikram Chaterjee & others Vs Union of India* 940 of 2017 it has held that **“Law never permits unjust gain based upon frauds. The principle “fraud vitiates” is clearly attracted and such a transaction would become unenforceable and would be against the public trust doctrine. If that is the factual scenario, no court can permit such fraud to be perpetuated.”** The question here is not whether Respondent Authority can dispose of the said plot or not in view of the attachment

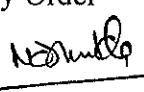
order of ED, the question is whether the conduct of gross malfeasance on the part of the Revisionist can be allowed to be perpetuated? Given the clear finding of the Supreme Court as above, I find no reason to entertain this contention of the Revisionist.

8. In view of the above discussions, I find no merit in the Revision. The impugned order passed by the Respondent Authority is upheld. It is also directed that the Respondent Authority should effectively pursue its legal remedies to safeguard its interest in the concerned petitions before the NCLT.

Sd/-
(Alok Kumar)
Additional Chief Secretary

Letter No.1476 / 77-4-25 / 64 Appeal/25 Dated:as above

1. Chief Executive Officer, GNIDA
2. M/s Solitaire Infomedia Pvt Ltd
(Email: kartikeydubey.adv@gmail.com)
3. Director I.T. Invest U.P. – to upload it on department's website
4. Guard File

By Order

(Nirmesh Kumar Shukla)
Joint Secretary

