

Government of UP

Industrial Development Department; Section -4

No. 3935/77-4-26/41Appeal/26

Lucknow: Dated 29.07.2026

Jai Singh ..... Revisionist

Vs

Greater Noida Industrial Development Authority (GNIDA) ..... Respondent

1. The instant revision petition has been filed challenging the impugned cancellation order dated 22-05-2026 passed by the Respondent Authority in respect of Plot No. NS-01 Sector ETA-02 admeasuring 2000 sq.m. They have also prayed for quashing the of orders dated 17-03-2026 and 10-09-2024 passed by the Respondent Authority rejecting the claim of the Revisionist from grant of zero period.
2. Briefly stated the facts of the case are as under: The Revisionist was allotted the plot in question on 27-09-2016. However, as per the Revisionist, the Respondent Authority could issue the checklist for execution of lease deed only on 01-08-2024 and further that the delay in issue of check list and therefore the execution of lease deed is attributable solely to the deficient services of the Respondent Authority. It is submitted that the period between the date of allotment and the date of issue of the check list i.e. between 27-09-2016 to 01-08-2024 be declared as zero period and that the Authority be directed to execute the lease deed and hand over the possession of the disputed plot to the Revisionist.
3. Countering the submissions made by the Revisionist, it has been argued on behalf of the Respondent that there is default in the payment of the instalments due on the part of the former and that he has not paid any instalment after 19-05-2017. The execution of the lease deed cannot take place unless the dues up to the date of execution is cleared by the Revisionist. Moreover, the Revisionist has not made any representation to the Respondents for the execution of the lease deed and therefore the delay in question is attributable to the allottee/ Revisionist rather than the Respondent. It is further contended that the instant case is not covered under the prevalent zero-period policy of the Authority and

therefore his representations for grant of zero period had been accordingly correctly declined by orders dated 17-03-2026 and 10-09-2024. As such, the revision may be dismissed and impugned order of the Respondent Authority may be upheld.

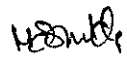
4. Heard Mr. Kartikey Dubey on behalf of Revisionist, is present in person and Ms. Prerna Singh, ACEO, GNIDA on behalf of Respondent Authority, who is present through VC.
5. The core dispute between the Revisionist and the Respondent Authority is whether or not the period between the date of allotment (27-09-2016) and the date on which check list and lease plan was issued (01-08-2024) be treated as zero period or not. From the Revisionist's perspective the delay in the issue of lease plan and check list cannot be attributable to him and hence he is entitled for zero period whereas from the Authority's perspective it has been argued that the delay in issue of lease plan is partially attributable to allottee/Revisionist since, he could not pay the instalments due upon him and sought reschedulement of the dues vide applications dated 04-04-2022, 19-09-2022 and 28-10-2022. Moreover, the allottee has not bothered to pay any amount beyond 30% of the land premium paid by him at the time of allotment. Multiple default notices issued to the Revisionist had remain unanswered and there was no attempt on part of allottee to pursue the Authority for issue of lease plan or execution of lease deed. Lack of pursuance and default in payment of due instalments on the part of the Revisionist are as much responsible for the delay in execution of lease deed, which therefore cannot be solely attributable to the Respondent Authority as being claimed under this Revision Petition.
6. In the para-wise response of the Respondent Authority to the instant petition, it has been admitted that there has been a delay on their part in the issue of check list. However, their plea is that the default in payment of dues as well as total non- response to their notice dated 18-11-2019 on part of the Revisionist is as much, if not more of a causative factor in the delay in execution of the lease deed. The only action taken by the allottee / revisionist has been to seek a reschedulement in the payment of dues and the claim of zero period, thereby creating an impression that the delay is mainly on account of payment issues. This claim has been contested by the Revisionist citing an inter office communication issued on behalf of the Respondent Authority dated 04-05-2023 in which it is admitted that Planning Department has been unable to issue the lease plan as a result of which check list was not issued.

7. Based on the above discussions, it is clearly established that the delay in execution of lease deed is partly attributable to both the parties to this petition. Attention has been drawn to the order passed by this Revisional Authority in M/s Xaara Medical Centre Vs GNIDA dated 30-04-2026 wherein such a relief was granted and parity is claimed to that case. A careful perusal of the same however shows that in that against an application of a single 5000 sq.m. plot, Greater Noida Authority had issued an allotment letter combining of two amalgamated plots of 2500 sq m each; whereas in this case there is no such dispute. Therefore, the claim of parity is patently unfounded since the factual matrix in the two cases are entirely different.
8. Moreover, a bare perusal of the zero-period policy approved in the 107<sup>th</sup> Board Meeting would make it clear that the instant case does not fall within its ambit. Therefore, the orders dated 17-03-2026 and 10-09-2024 passed by the Respondent Authority are upheld. However, the order of cancellation is a bit too harsh given that partial responsibility for delay in issue of check list rests with the Respondent Authority. Therefore, the revision is partially allowed, and the impugned order dated 22-05-2026 is set aside and the case is remanded back to Respondent Authority to find an amicable solution, potentially considering a waiver of the penal interest, given that there is an admitted default on the part of the defendant. Ordered accordingly.

Sd/-  
(Alok Kumar)  
Additional Chief Secretary

Letter No. 3935/77-4-26 /41Appeal/26 Dated:as above

1. Chief Executive Officer, GNIDA
2. Mr. Jai Singh
3. Director I.T. Invest U.P. – to upload the order on department's website.
4. Guard file

By Order  
  
(Nirmesh Kumar Shukla)  
Joint Secretary

