

Government of Uttar Pradesh
Industrial Development Section-4
No. 5120/77-4-2026/13 Appeal/2026
Lucknow : Dated 30 September, 2026

Shri Vivek Bansal ...

Revisionist

Versus

New Okhla Industrial Development Authority ...

Respondent

ORDER

The present Revision Petition has been preferred by the Revisionist challenging:

- (i) The demand letter dated 28.07.2025 issued by the respondent authority whereby an amount of ₹44,08,786/- was demanded in respect of Plot No. SI-13, Sector-47, Noida.

and

- (ii) The order dated 10.12.2025 passed by the Chief Executive Officer/Competent Authority rejecting the representation of the Revisionist dated 04.08.2025.

2- The record of the case, pleadings of the parties and written submissions have been carefully examined.

3- It emerges from the record that the Revisionist was allotted residential Plot No. 13, Block-C, Sector-47, Noida measuring 300 sq. metres under the Residential Plot Scheme, 1998. As per the allotment conditions and lease terms, the total premium of the plot was fixed at ₹7,56,000/-. Out of the said amount, ₹2,52,000/- was payable upfront and the balance amount of 5,04,000/- was payable in ten half-yearly instalments together with applicable interest. The first instalment became due on 01.07.1999 and the last instalment became due on 01.01.2004.

4- The principal contention of the Revisionist is that the entire premium of the plot together with the applicable interest had already been deposited prior to execution of the lease deed dated 24.06.2005. It has been specifically pleaded that a sum of ₹5,00,000/- towards premium and ₹5,00,000/- towards interest was deposited on 03.06.2004, the balance premium of ₹2,52,000/- was deposited before execution of the lease deed, and thereafter the lease deed was executed by the respondent authority. It has further been urged that after execution of the lease deed, the respondent authority issued demands only towards lease rent and interest thereon and never alleged that any premium remained outstanding until issuance of the impugned demand dated 28.07.2025. On these premises, it has been contended that the subsequent demand towards premium and interest after nearly two decades is arbitrary and contrary to the record.

5- Per contra, the respondent authority has submitted that as per its official account records, an amount of ₹1,87,220/- towards premium instalments remained unpaid, on account of which interest accrued in accordance with the terms and conditions of allotment. It has

been contended that the impugned demand has been raised strictly on the basis of the ledger maintained by the Authority and is therefore legally sustainable.

6- Upon consideration of the submissions, the present revision is essentially factual and revolves around reconciliation of the financial account of the allottee. The Revisionist has relied upon the execution of the lease deed, previous payments and earlier communications issued by the Authority to contend that no premium remained outstanding. On the other hand, the respondent authority relies upon its internal account records to assert that a part of the premium remained unpaid. These claims necessarily require examination of the complete ledger account, adjustment of payments, demand registers, challans and the basis on which the outstanding amount has been computed.

7- The impugned order dated 10.12.2025, however, does not adequately deal with the specific objections raised by the Revisionist. It neither records a reconciliation of the payments claimed by the Revisionist nor explains how, despite execution of the lease deed and subsequent demands confined to lease rent, the alleged outstanding premium continued to subsist. Similarly, the order does not disclose the calculation or methodology by which the impugned demand has been arrived at. In matters involving disputed financial liability, particularly where both parties rely upon documentary records, the competent authority is required to pass a speaking and reasoned order after considering each objection raised by the allottee. The impugned order falls short of this requirement.

8- Accordingly, the impugned order dated 10.12.2025 is hereby set aside. The matter is remanded to the Chief Executive Officer, NOIDA, who shall examine the account of the Revisionist afresh after affording an adequate opportunity of hearing to the Revisionist and considering all documentary evidence that may be produced by both parties. The competent authority shall verify all payments claimed by the Revisionist, examine the complete ledger account, payment history, demand registers and relevant financial records, determine whether any amount towards premium remained outstanding after execution of the lease deed, and furnish a detailed statement of account together with the basis and calculation of any amount found payable. A reasoned and speaking order shall thereafter be passed strictly in accordance with law.

9- In the event it is found upon such reconciliation that the impugned demand has arisen on account of any omission, incorrect accounting, non-credit of payments or administrative lapse on the part of the Authority or any of its officers, the Chief Executive Officer shall identify the officer(s) responsible and take appropriate action in accordance with the applicable service rules and law.

10- If it is found that any payment made by the Revisionist has remained uncredited, due credit shall be given before determining the final liability. Conversely, if upon reconciliation any amount is found lawfully recoverable from the Revisionist, the respondent authority shall be at liberty to recover the same in accordance with law after giving due adjustment of all payments already made.

11- Till a fresh speaking order is passed pursuant to the above directions, no coercive action shall be taken against the Revisionist pursuant to the impugned demand notice dated 28.07.2025. The revision petition is, accordingly, allowed in part in the above terms.

12- It is evident from the matter at hand that no digital system has been developed at the Authority level to send timely notifications via email or text message to allottees regarding outstanding dues and their payments.

Therefore, the Authority is further directed to develop software that automatically generates and issues notices regarding outstanding dues and other matters in a timely manner, covering the entire period from the initial allotment to the final payment.

Deepak Kumar
Infrastructure and Industrial Development commissioner

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Copy to -

- (i) Chief Executive Officer, NOIDA.
- (ii) Shri Vivek Bansal, Ayodhya Kuti Maris Road. Aligarh.
- (iii) Director I.T. Invest U.P. to upload it on the department's website.
- (iv) Guard File.

By Order



(Nirmesh Kumar Shukla)
Joint Secretary