Government of UP

Industrial Development Department; Section -4

No. 5745/77-4-26/62 G.N./2021

Lucknow: Dated 04.11.2026

M/s Enchant Infrastructure Pvt Ltd ..... Revisionist

Vs

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

1. The instant revision petition under Section 41(3) of the Uttar Pradesh Urban Planning and Development Act, 1973 read with Section 12 of the Uttar Pradesh Industrial Area Development Act, 1976 has been filed by M/s Enchant Infrastructure Pvt. Ltd. (hereinafter referred to as "Revisionist") challenging the order dated 30-05-2019 (impugned order) passed by the Greater Noida Industrial Development Authority (hereinafter referred to as "Respondent Authority"), whereby the lease deed dated 21-12-2012 of Group Housing Plot No. GH-02D, Sector 12, Greater Noida admeasuring 12,500 sq.m. has been cancelled and 25% of the premium has been forfeited.

2. It would not be out of place to mention that the revision earlier preferred by the Revisionist was rejected by the Revisional Authority vide order dated 07-08-2023. The said order has been quashed by the Hon'ble High Court, Lucknow Bench vide judgment and order dated 10-03-2025 passed in Writ-C No. 9236 of 2023, with a direction to decide the revision afresh after considering the precedents cited by the Revisionist, and to maintain status quo as to possession and title in the meantime. While entertaining the said writ petition, the Hon'ble High Court vide order dated 31-10-2023 had required the Respondent Authority to inform "as to when possession of the said land was handed over to the petitioner free from all encumbrances", and had observed that the State Government "should have given benefit of the period during the pendency of dispute before the Supreme Court to the petitioner". The instant revision has been filed on 20-03-2025 in compliance of the said judgment.

3. Briefly stated the facts of the case are as follows: The land of Village Saini, Tehsil Dadri was acquired for the Respondent Authority vide notifications dated 24-10-2005

and 30-06-2006 invoking the urgency clause. The acquisition was challenged by the tenure-holders before the Hon'ble High Court and interim orders were passed, inter alia, an order of status quo dated 12-07-2010 in Writ-C No. 38573 of 2010 (Ramvir Singh Vs State of U.P.) and an order of status quo dated 03-05-2011 in Writ-C No. 24261 of 2011 (Smt. Pratibha Vs State of U.P.), in which the Respondent Authority was arrayed as respondent no. 3. The Full Bench of the Hon'ble High Court in Gajraj Vs State of U.P. upheld the acquisition on 21-10-2011, while enhancing the compensation by 64.7%, directing allotment of 10% developed abadi land to the tenure-holders and restraining development till the Master Plan 2021 was approved by the NCR Planning Board. The said judgment was carried to the Hon'ble Supreme Court by the tenure-holders as well as by the Respondent Authority itself (SLP No. 19301 of 2012), and was finally affirmed on 14-05-2015 in Savitri Devi Vs State of U.P., (2015) 7 SCC 21.

4. In the meantime, Plot No. GH-02, Sector 12 admeasuring 86,500 sq.m. was allotted under Scheme BRS-05/2010-11 on 30-03-2011 to a consortium of which the Revisionist is a special purpose company. Upon sub-division approved on 10-12-2012, Plot No. GH-02D admeasuring 12,500 sq.m. (plot in question) fell to the share of the Revisionist. The lease deed was executed on 21-12-2012 for a total premium of Rs 14,39,37,500/- (Rupees Fourteen Crore Thirty Nine Lakh Thirty Seven Thousand Five Hundred only), of which Rs 2,27,98,549/- was deposited before execution and the balance was payable in twenty half-yearly instalments commencing from 30-09-2011. A plan of the plot bearing the endorsement "possession handed over" signed by the officers of the Respondent Authority on 10-12-2012 was issued, the column "possession taken over" on the said plan is blank. The Revisionist applied for sanction of the building plan on 23-03-2013 and re-submitted the drawings on 10-03-2014, upon which an in-principle approval for purchasable FAR was issued on 26-03-2014. The Revisionist wrote to the Respondent Authority on 18-10-2013, 12-02-2014 & 06-03-2014 seeking delivery of possession of the plot. The Respondent Authority granted zero period from 21-10-2011 to 24-08-2012 to the allottees affected by the order of the

Full Bench, including the Revisionist. After issuing default and show cause notices between 2016 and 2018, the Respondent Authority cancelled the lease deed vide the impugned order dated 30-05-2019 on the grounds of non-payment of dues, non-sanction of the building plan and non-construction. Writ-C No. 24261 of 2011 was dismissed in default on 17-05-2023 and the interim order stood vacated on that date.

5. Vide order dated 21-07-2026 the Respondent Authority was directed to submit its report on the following points: (1) whether the order of status quo passed in Writ-C No. 24261 of 2011 remained operative till 17-05-2023 and its implication on the plot in question, (2) the bearing of the judgment of the Hon'ble Supreme Court dated 14-05-2015 in Savitri Devi, (3) why the zero period was not extended beyond 24-08-2012 till 14-05-2015, (4) the applicability of G.O. No. 7774/77-4-2023-6011/2023 dated 21-12-2023, and (5) the service and effect of the letter dated 13-05-2013 of the Planning Department. The Respondent Authority has filed reports dated 13-04-2026, 22-09-2026 and 26-10-2026, besides an office note in October 2026 and a revised report dated 30-10-2026 enclosing the super-imposed map of the plot. The Revisionist has filed a rejoinder, a note of arguments, two compilations of judgments and a reply to the said office note.

6. It has been argued on behalf of the Revisionist that the actual physical possession of the plot in question was never handed over, since the land was under the interim orders of the Hon'ble High Court and the Hon'ble Supreme Court and the farmers of Village Saini continued in possession. It has been contended that the plan dated 10-12-2012 was a paper possession issued eleven days before the lease deed itself, and that the Respondent Authority, being bound by the order of status quo, could not have delivered possession through a deeming clause in the lease deed. Reliance has been placed on the judgment of the Hon'ble High Court in M/s Oriental Structural Engineers Pvt. Ltd. Vs State of U.P. (Writ-C No. 22622 of 2021), wherein, in respect of the very same acquisition litigation, it has been held that possession could not have been handed over till 14-05-2015. It has further been contended that the objection letter dated 13-05-2013 and the letter dated 09-02-2015 were never served upon the Revisionist, and that

the cancellation for non-sanction of the map is therefore vitiated. The Revisionist has prayed for zero period, setting aside of the cancellation, restoration of the plot, re-scheduling of the dues and the benefit of the Government Order dated 21-12-2023 in terms of the Board resolution dated 15-06-2024.

7. On the other hand, the Respondent Authority argues that as per the lease deed the date of execution of the lease deed is to be treated as the date of possession, and that possession was handed over on 21-12-2012. It has been contended that the zero period from 21-10-2011 to 24-08-2012 was given to all the affected allottees and that no zero period has been given by Greater Noida to any other allottee on the basis of the judgment dated 14-05-2015 and therefore the same treatment has been extended to the Revisionist. The Respondent Authority further contends that the Revisionist did not pay his instalments, nor did he get the map sanctioned. Further, he did not deposit the charges for purchasable FAR, and did not avail of the several opportunities of hearing given before cancellation. It has also been contended that the Government Order dated 21-12-2023 is not applicable to cancelled plots, and that there is no similarity between the facts of the precedents cited and the present revision. In its office note of October 2026 the Respondent Authority sought to contend that Khasra No. 257 of Writ-C No. 24261 of 2011 lies in Village Chipiyana Khurd whereas the plot in question lies in Khasra No. 413 of Village Saini. By its revised report dated 30-10-2026, the Respondent Authority has placed on record the super-imposed map of the plot showing the plot in question on Khasra No. 413 of Village Saini, along with the present status of the five plots carved out of Plot No. GH-02.

8. Heard Mr. Abhishek Khare, learned counsel on behalf of the Revisionist, who is present in person. Mr. Saumya Srivastava, ACEO, GNIDA on behalf of the Respondent Authority is present through VC. Mr. Kartikey Dubey, learned counsel has appeared on behalf of M/s Earthcon Levels Infratech Pvt. Ltd. in support of its application for impleadment.

9. Before adverting to the merits, the application for impleadment dated 20-08-2026 moved by M/s Earthcon Levels Infratech Pvt. Ltd. is taken up. The applicant claims

under a collaboration agreement dated 01-10-2014 entered into with the Revisionist. The lease deed in question is a contract between the Respondent Authority and the Revisionist, and the applicant is not a party to it. The collaboration agreement itself provides for resolution of disputes by arbitration. The rights and obligations, if any, between the applicant and the Revisionist are purely private in nature and cannot be adjudicated in a revision under Section 41(3), the scope of which is confined to the legality of the order passed by the Respondent Authority. The applicant is neither a necessary nor a proper party to the instant revision. The application for impleadment is accordingly rejected, it shall, however, be open to the applicant to pursue such remedies as may be available to it in law before the appropriate forum, and nothing in this order shall be construed as an expression of opinion on the inter se rights of the impleader and the Revisionist.

10. I have taken note of the rival submissions and perused the records. Three issues essentially arise for consideration: a) Whether the actual physical possession of the plot in question was delivered to the Revisionist and, if not, for what period the Revisionist is entitled to the benefit of zero period? (points 1, 2 and 3 of the order dated 21-07-2026) b) Whether the impugned cancellation order dated 30-05-2019 can be sustained? (point 5) c) What consequential reliefs, including the benefit of the Government Order dated 21-12-2023, can be extended to the Revisionist? (point 4)

11. As regards the first issue, there is a factual dispute in respect of the original Khasra numbers comprising the plot in question namely GH-02D, Sector 12. While the Revisionist claims that the Khasra No. of Village Saini that is part of the plot allotted to him is No. 257 whereas the Respondent Authority submits that the plot in question was originally part of Khasra No. 413. Given that the Revisionist is claiming zero period on the strength of a stay order in Writ Petition No. C - 24261 of 2011, the relief sought critically hinges upon a determination as to which Khasra numbers actually constitute the said plot. Since, it is a matter of fact, this is best adjudicated by a committee duly constituted by the Respondent Authority, therefore, no pronouncement is made on this issue except that it is a germane issue in determining whether peaceful

and vacant possession of the entire plot has been handed over to the Revisionist by the Respondent Authority upon the execution of the lease deed. It is also not out of place to mention that all the other sub-divisions in the Plot GH-02 were able to undertake development works despite the stay order pointed out by the Revisionist. Therefore, it has to be clearly determined whether the said stay order really hindered his development process and ipso facto constitutes an impediment to assuming the date of possession to be that on which the lease deed has been executed in the absence of any specific evidence to the contrary.

12. As regards the second issue, the impugned order dated 30-05-2019 proceeds entirely on the premise that the Revisionist was in possession of the plot from 21-12-2012 and could have obtained the sanction of the map and raised construction. That premise does not survive in view of the stipulations at Para 11 above. With respect to the map, the Respondent Authority has relied upon the objection letter dated 13-05-2013 of its Planning Department. In its report dated 26-10-2026, the Respondent Authority has itself stated as under:

> "इस सम्बन्ध में नियोजन विभाग द्वारा अपने पत्र संख्या नियोजन/बी0पी0-3154/2026/2248 दिनांक 13.08.2026 के माध्यम से प्रस्तुत की गई आख्या से केवल यह सिद्ध होता है कि प्रश्नगत आपत्ति पत्र प्राधिकरण से जारी हुए हैं, लेकिन वह आपत्ति पत्र पुनरीक्षणकर्ता को प्राप्त हुआ अथवा नहीं इसके कोई साक्ष्य वे उपलब्ध नहीं करा सके। इससे स्पष्ट होता है कि नियोजन विभाग इस तरह के कोई साक्ष्य उपलब्ध नहीं करा सके जिससे यह सिद्ध होता हो कि प्रश्नगत आपत्ति पत्र पुनरीक्षणकर्ता को तामील कराया गया हो।"

13. It is thus an admitted position that the objection letter was never shown to have been served upon the Revisionist, and no order rejecting the building plan, including the letter dated 09-05-2015, has been shown to have been communicated to it. Moreover, ten months after the said objection letter, the Respondent Authority processed the very same file and granted an in-principle approval for purchasable FAR on 26-03-2014 without any reference to those objections. It is settled law that an order which is not communicated cannot bind the person affected. The Hon'ble Supreme Court in Bachhittar Singh Vs State of Punjab, AIR 1963 SC 395, has held as under:

> "10. Thus it is of the essence that the order has to be communicated to the person who would be affected by that order before the State and that person can be bound by that order. … till its communication the order cannot be regarded as anything more than provisional in character."

14. Clearly, the non-sanction of the building plan cannot be attributed to any default on the part of the Revisionist, rather it is a consequence of the failure of the Respondent Authority to communicate its own objections and to deliver the land free from encroachment. The finding of non-construction falls with it, since construction could not have been raised on land which was never delivered. The non-payment of instalments also cannot, by itself, sustain the cancellation, since the dues on which the cancellation is founded is also under dispute in light of the submissions made by the parties to this revision. Therefore, the impugned order dated 30-05-2019 cannot be sustained and is liable to be set aside, and with it the forfeiture of 25% of the premium. Admittedly, the plot in question is vacant at present, as stated by the Respondent Authority in its report dated 26-10-2026 ("वर्तमान में भूखण्ड रिक्त है"), and no third-party right has been created. As such, there is no impediment in the restoration of the plot.

15. As regards the third issue, the consequential benefits claimed by the Revisionist would be dependent on the findings of the Respondent Authority in respect to the first issue for which a resolution process has already been prescribed in the preceding paragraphs.

16. With respect to point 4, the Respondent Authority has stated that the Government Order dated 21-12-2023 is not applicable to cancelled plots, but has in the same report placed on record the resolution at item no. 135/4 of its 135th Board meeting dated 15-06-2024, which reads as under:

> "ऐसी परियोजनाऐं, जिनमें उ0प्र0 अर्बन प्लानिंग एक्ट, 1973 की धारा-41(3) के अंतर्गत प्रस्तुत पुनरीक्षण याचिका के क्रम में आवंटन बहाल कर दिया गया है और आवंटी द्वारा उनके प्रकरण को उक्त नीति/पैकेज से आच्छादित माने जाने हेतु अनुरोध किया जा रहा है, को लिगेसी स्टाल्ड रियल एस्टेट प्रोजेक्ट्स की समस्याओं के निदान के लिए जारी शासनादेश

संख्या-7774/77-4-2023-6011/2023, दिनांक 21 दिसम्बर, 2023 के द्वारा निर्धारित नीति/ पैकेज से आच्छादित माना जाये।"

17. The objection of the Respondent Authority is, therefore, answered by its own Board. The plot in question is a group housing plot covered by paragraph 7.1(i) of the said Government Order ("प्राधिकरणों के ग्रुप हाऊसिंग प्रोजेक्ट्स"), the allotment stands restored by this order, and the Revisionist has made the requisite request in its rejoinder. The case of the Revisionist is accordingly covered by the policy/package under the Government Order dated 21-12-2023, if the plot is restored on payment of applicable charges.

18. In view of the discussions above, the revision petition is allowed. The impugned order dated 30-05-2019 is set aside with a direction that the plots be restored on payment of restoration charges as per the extant policy of the Respondent Authority. Further, as per the directions a committee may be constituted to determine the veracity of the claim made by the Revisionist that the physical possession of the entire plot allotted to him could not be handed over due to an injunction from the Courts and that this prevented him from undertaking development activities and also compute the quantum of consequential benefits if any, that could be provided to him.

26. Revision decided accordingly.

Sd/-
(Alok Kumar)
Additional Chief Secretary

Letter No. 5745/77-4-26/62 G.N./2021 Dated:as above

1. Chief Executive Officer, GNIDA
2. M/s Enchant Infrastructure Pvt Ltd
3. Director I.T. Invest U.P. – to upload the order on the department's website.
4. Guard file

By Order

(Nirmesh Kumar Shukla)
Joint Secretary