

(2025) 11 AHC CK 1825
In the Allahabad High Court
Case No : WRIT C No. 27322 Of 2025

Conwood Medipharma Private Limited	APPELLANT
Vs	
State Of U.P. And 2 Others	RESPONDENT

Date of Decision : 25-11-2025

Acts Referred:

Constitution of India, 1950 — Article 136
Contempt of Courts Act, 1971 — Section 19

Citation : (2025) 11 AHC CK 1825

Hon'ble Judges : Rajeev Bharti, J;Rajan Roy, J

Bench : Single Bench

Advocate : Vidhu Bhushan Kalia, Abhinav Mishra, Rohit Jaiswal

Final Decision : Dismissed

Judgement

Prakash Padia, J

1. Heard Shri Shashi Nandan, learned Senior Counsel assisted by Shri Prashant Mishra, learned counsel for the petitioner, Shri Vijay Shankar, learned Additional Chief Standing Counsel appearing on behalf of Respondent No.1 as well as Shri Shivam Yadav, learned counsel appearing on behalf of Respondent Nos. 2 & 3 and perused the record.

2. Pleadings have already been exchanged between the parties.

3. With the consent of the counsel for the parties, the present writ petition is disposed of finally at the admission stage itself.

4. The petitioner has preferred the present writ petition inter-alia with the following prayers:-

i) Issue a writ, order or direction in the nature of CERTIORARI quashing the impugned order dated 30.08.2024 passed by the respondent no.1, as well as the order dated 06.03.2023 passed by the Additional Chief Executive Officer, Greater Noida Industrial Development Authority (Annexure Nos. 1 and 2);

ii) Issue a writ, order or direction in the nature of Mandamus commanding the respondent authority to charge annual lease premium only subsequently from the date of actual physical possession of the plot together with possession letter;

iii) Issue a writ order or direction in the nature of MANDAMUS commanding the respondent authority to treat as zero period the entire duration for which the respondent authority could not deliver possession of one continuous piece of land including plot nos. 312, 313, 315;"

5. The petitioner is a company incorporated under the provisions of the Companies Act, 1956. The petitioner was allotted an institutional plot being Plot No.22 located in Sector Tech Zone-IV, GNIDA admeasuring 1,16,966 sq. mtrs. It is stated in paragraph-9 of the writ petition that originally the aforesaid plot was allotted in the name of M/s. Indo Gulf Diagnostics and Research Center Private Limited. Subsequently the same was transferred in the name of petitioner and the copy of the letter of allotment issued by the Greater Noida Industrial Development Authority (hereinafter referred as GNIDA) dated 19.05.2010 is appended as Annexure-4 to the writ petition.

6. Premium of the Plot was fixed as Rs.28,79,54,200/-. Out of the aforesaid total premium, 10% of this amount was to be paid up-front as earnest money. The balance 90% was to be paid in interest bearing installments commencing from 18.07.2011 till 18.07.2020.

7. Pursuant to the aforesaid letter of allotment, registered lease deed was executed between the petitioner and GNIDA on 22.02.2011, copy of which is appended as Annexure-5 to the writ petition.

8. It is stated in paragraph-12 of the writ petition that petitioner was given only the paper-possession of the aforesaid leased plot on 22.02.2011. However, till date the petitioner has not been given actual physical possession of the entire allotted area. It is argued that respondent-authority failed to deliver actual physical possession of the entire allotted plot on account of certain parcels of land being in the possession of the farmers. Thus, since the authority failed to provide physical possession of entire contiguous piece of land leased to the petitioner, it was not possible for the petitioner to execute the proposed project for which the land has been allotted to him.

9. It is argued that due to hindrance over plot nos.312, 313 and 315, the respondent GNIDA could not hand over the peaceful physical possession of the land allotted to the petitioner. It is further argued that plot nos.313 and 315 were recorded in the name of farmers and GNIDA itself did not have the possession on these lands. With respect to plot no.312, the petitioner claims existence of a pond over the aforesaid land.

10. It is argued that the large piece of land, being plot no.312 area 0.780 hectares was recorded as a pond in the revenue record, as such the petitioner could not have carried out the constructions over the plot as well. It is further

argued that from the revenue extract that plot nos.313 and 315 from part of the area allotted to the petitioner which is still in possession of the farmers and GNIDA is not in a possession to deliver actual physical possession to the petitioner.

11. In this view of the matter, it is argued that the relief of zero period be granted to the petitioner till such time the aforesaid plots were cleared for all impediments and their actual possession handed over to the petitioner. When the terms and conditions of the letter of allotment was not complied with by the petitioner, the petitioner was served with a demand notice dated 21.06.2013 by which the respondent-authority made an additional demand of Rs.6,23,23,800/- upon the petitioner towards additional compensation. The aforesaid demand was issued pursuant to directions given by this Court to the authorities for payment of additional compensation @64.7% to all the tenure holders who were parties in the writ petition's and whose notifications were under challenge in the bunch of cases connected with the case of Gajraj and others vs. State of U.P. and others.

12. In response to the demand notice dated 21.06.2013, the letter dated 31.10.2013 was written by the petitioner requesting the GNIDA to treat the duration between the date of execution of the lease deed and the date till physical possession of the entire contiguous allotted area is delivered to the petitioner as zero period.

13. Vide letter dated 31.07.2014 issued by the Additional Chief Executive Officer, GNIDA the benefit of zero period was granted to the petitioner till 31.08.2014, copy of which is appended as Annexure-9 to the writ petition.

14. It is argued that thereafter wholly illegally vide letter dated 30.01.2015 issued by the GNIDA a demand was raised for the sum of Rs.18,87,17,933.53/-, the reply to the aforesaid letter was submitted by the petitioner on 17.02.2015. Counsel for the petitioner also placed reliance upon the copy of the 188th board meeting of Noida duly attended and approved by the Chief Executive Officer of the respondent-authority. He also placed reliance upon the Supplementary Agenda of the 188th board meeting.

15. In the aforesaid board meetings it was resolved by the respondent-authority to extend the benefit of zero-period to allottees deprived of possession or construction for any reason whatsoever. It is argued that the case of the petitioner is squarely covered by the aforesaid resolutions and thus, the respondent-authorities are bound to grant the benefit of zero period for the duration in which the respondent could not hand over the actual physical possession of the contiguous plot to the petitioner. He also placed reliance upon the 192nd board meeting held on 02.06.2017 in which it was again resolved to provide zero-period benefit.

16. It is argued that in place of granting the benefit of zero period, the respondent-authorities issued another demand notice dated 02.05.2017 asking the petitioner to deposit the sum of Rs.39,63,42,358.53/- within 15 days, failing

which the allotment was to be cancelled. It is argued that issuance of the aforesaid notice is itself illegal. Since the respondent-authorities are under an obligation to extend the benefit of zero-period.

17. In this view of the matter, a detailed reply was submitted by the petitioner on 07.06.2017 again making a request to grant the benefit of zero period to the petitioner. Since no decision has been taken by the authorities, on the request made as stated above, the petitioner approached this Court by filing Writ C No.45587 of 2017. The said writ petition was finally disposed of by the Division Bench of this Court vide judgment and order dated 22.09.2017. By the aforesaid judgment, a direction was given by this Court to the Chief Executive Officer of the GNIDA to take a decision on the representation of the petitioner within a period of two months.

18. Pursuant to the aforesaid, a fresh representation was also submitted by the petitioner on 13.10.2017. Subsequent to the aforesaid, an order dated 06.03.2023 was passed by the Additional Chief Executive Officer, GNIDA by which the allotment of the plot in question to the petitioner was cancelled.

19. Aggrieved against the aforesaid, the petitioner again approached this Court by filing Writ C No.15367 of 2023. The said writ petition was duly entertained and the order dated 15.05.2023 was passed by the Division Bench of this Court directing the petitioner to deposit the sum of Rs.10 crores within two weeks and Rs.15 crores till 30.06.2023. It is further provided that no third party rights would be created in respect of land in question till the next date of listing. It is argued that aforesaid interim order was duly complied with and affidavit to this fact was also filed. It is argued that the sum of Rs.7,99,66,863/- was deposited by the petitioner with the GNIDA on 15.07.2011 and the sum of Rs.2,02,36,000/- were spent towards stamp duty for registration of the lease deed.

20. Though the order passed by the GNIDA dated 06.03.2023 was challenged by the petitioner before this Court by filing Writ C No.15367 of 2023, on the legal advice taken by the petitioner he also preferred a Revision before the State Government as provided under Sub-Section (3) of Section 41 of the U.P. Urban Planning and Development Act, 1973 on 24.05.2024. The aforesaid revision was rejected by the Respondent No.1 vide order dated 30.08.2024.

21. Aggrieved against the aforesaid orders namely the order dated 06.03.2023 passed by the GNIDA by which the allotment of the petitioner has been cancelled as well as the order dated 30.08.2024 passed by the Respondent No.1 by which the Revision preferred by the petitioner was rejected, the petitioner has preferred the present writ petition.

22. It is argued that an application for withdrawal in Writ C No.15367 of 2023 has been filed by the petitioner for dismissed the aforesaid writ petition, which has already been allowed on 22.08.2025. It is argued that possession of plot no.312 and 313 was not handed over to the petitioner.

23. On the other hand, it is argued by the learned counsel for the respondents that insofar as the plot no.312 is concerned, the same has been relocated in favour of the petitioner to different location on 13.04.2015, pursuant to the Government Order dated 03.06.2016 which permitted such kind of relocation. In this view of the matter, it is argued that grievance of the petitioner has already been removed by the respondent-authority in the year 2015 itself, hence the petitioner is liable to pay contractual dues under the lease deed.

24. Heard counsel for the parties and perused the record.

25. The sole question required to be determined in the present writ petition that whether the respondent-authority has handed over the possession of entire demised plot no.315 which is recorded in the latest revenue record as Navin Parti land. The ownership of a Naveen Parti land vests in the Gram Sabha.

26. The State Government can resume the land and transfer it to authority. However, entry in the revenue records shows that no such exercise has been done so far. Insofar as the plot no.313 is concerned, the respondent-authorities has not denied that the aforesaid plot is recorded in the name of original tenure holders. Specific averments made in paragraph nos.-15, 16 and 50 of the writ petition have not been denied by the respondent authority in its counter affidavit. Thus, it can be safely concluded that plot nos.313 and 315 are not in the possession of the authority. In any event, it is not in the possession of the petitioner. Therefore, it is clear that possession of plot nos.313 & 315 could not be handed over to the petitioner. Paragraphs-15, 16 and 50 of the writ petition reads as follows:-

"15. That, it is categorically stated that failure to deliver actual physical possession of one contiguous chunk of land derailed the entire project of the petitioner. It could not have carried out developments having regard to certain parcels of land being in the occupation of the farmers.

16. That, in this regard the petitioner is attaching the revenue extracts of plot nos. 312, 313 and 315 in order to illustrate that possession of these plots forming part of the allotted area is not with the authority till date. A copy of the relevant revenue COMM extract for the period 1425-1430F is being enclosed herewith and marked as Annexure No. 15 to this writ petition.

50. That it can be seen from the revenue records that plot no. 313 is recorded in the name of the original tenure holders Rajendra and Jagram. Likewise plot no. 315 is recorded as an agricultural land in the name of one Lutiram."

27. Reply to the aforesaid paragraph has been made in paragraph nos.22, 23 and 36 of the counter affidavit filed on behalf of Respondent-authorities, which reads as follows:-

"22. That the contents of paragraph nos.14 and 15 of the writ petition are not admitted. In reply thereto it is submitted that the petitioner institution was in possession of the entire allotted land except a portion of the land allotted to it"

23. That the contents of paragraph no.16 of the writ petition are relates to the petitioner company itself, hence need no comments.

36. That the contents of paragraph no.47, 48, 49, 50, 51 and 52 of the writ petition are not admitted. In reply thereto it is stated that the Authority executed the lease deed of the said plot in favour of the petitioner organization on 22.02.2011 and handed over the possession of the plot to the organization on the same day, the petitioner organization had possession of the entire allotted plot except a portion. As far as the pond is concerned, it has been planned in the green belt near Itada Village under Government Order dated 30.06.2016 with the approval of the then Chief Executive Officer dated 13.04.2015."

28. Arguments has been raised by the counsel for the respondents that pond was shifted in the year 2015 pursuant to the Government Order issued in the year 2016. The specific query was raised by the Court to explain this anomaly of dates, no satisfactory reply was furnished by the respondent-authorities.

29. Counsel for the respondent-authorities has also not brought on record any documents evidencing proceedings for exchange of land under Section 101 of the U.P. Revenue Code, 2006. Apart from the same, counsel for the petitioner also placed reliance upon the judgment of the Hon'ble Apex Court in the case of Jitendra Singh vs. Ministry of Environment & others, Civil Appeal No.5109 of 2019, wherein the Government Order dated 03.06.2016 was declared as violation of Article 21 of the Constitution of India.

30. Once the Government Order dated 03.06.2016 has been declared unconstitutional, no benefit can possibly accrue to the respondent-authority under the said Government Order. This justification given by the counsel for the respondent-authority for shifting the pond under the authority of the Government Order dated 03.06.2016 has a Shaky Constitutional Foundation. From the aforesaid discussion, it is therefore clear that plot no. 312 which is still recorded as a pond has not been handed over to the petitioner.

31. In this view of the matter, the Court is more than satisfied that claim of relocation of the pond is both factually and legally incorrect.

32. In view of the facts as stated above, it is clear that possession of plot no.313 and 315 was not handed over to the petitioner due to the fact that possession of these plots were not with the Respondent Noida Authority. Insofar as the plot no.312 is concerned, it is clear that the same is still recorded as a pond in the revenue records.

33. In this view of the matter, the Court is of the opinion that impugned order dated 30.08.2024 passed by the respondent no.1, as well as the order dated 06.03.2023 passed by the Additional Chief Executive Officer, Greater Noida Industrial Development Authority/respondent No.2 (Annexure Nos. 1 and 2) are liable to be set aside and is hereby quashed.

34. Mandamus is issued to the respondents to grant the benefit of zero period for

the entire duration commencing from execution of the lease deed till delivery of actual physical possession of the entire land, in particular Plot Nos.312, 313 and 315. The authority shall not levy any lease rent or interest (delayed or penal interest) from the petitioner for non-payment of sums due.

35. With the aforesaid observations, the writ petition is allowed. No order as to costs.