

Neutral Citation No. - 2023:AHC:218263-DB

Judgment reserved on: 11.10.2023

Judgment delivered on: 16.11.2023

Chief Justice's Court

i) Case :- WRIT - C No. - 31247 of 2022

Petitioner :- M/S Rudra Buildwell Projects Pvt.Ltd.

Respondent :- State of U.P. and Another

Counsel for Petitioner :- Akhilesh Singh, Aditya Yadav, Shivam Yadav

Counsel for Respondent :- CSC, Anjali Upadhya

AND

ii) Case :- WRIT - C No. - 31249 of 2022

Petitioner :- M/S Rudra Buildwell Homes Pvt.Ltd.

Respondent :- State of U.P. and Another

Counsel for Petitioner :- Shivam Yadav, Aditya Yadav

Counsel for Respondent :- CSC, Anjali Upadhya

Hon'ble Pritinker Diwaker, Chief Justice

Hon'ble Ashutosh Srivastava, J.

1. Heard Sri Rakesh Pande, learned Senior Advocate assisted by Sri Shivam Yadav, learned counsel for the petitioners and Sri H. N. Singh, learned Senior Advocate assisted by Ms. Anjali Upadhyay, learned counsel for the Respondent Development Authority and learned Standing Counsel for the State Respondent.

2. Both the writ petitions raise common question of law and have common facts, hence, are being heard and decided together.

3. The writ petitions have been filed by the petitioner assailing the order dated 15.12.2021 and order dated 30.07.2020 passed by the Respondent No.2, Greater Noida Industrial Development Authority, whereby and whereunder the claim pertaining to 'Zero Period' pertaining to Plot No. GH-02, Sector-1, Greater Noida allotted to the petitioner of Writ-C No. 31247 of 2022 and Plot No. GH-05A, Sector-16, Greater Noida allotted to the

petitioner of Writ-C No. 31249 of 2022 respectively has been rejected. Further prayer has been made for re-validation of the sanctioned map, which stands expired, declare lease rent as zero for the period when encumbrance free possession of the plots was not handed over, grant encumbrance free possession to the petitioner has also been sought.

4. The writ petitioner is a Private Limited Company registered under the provisions of the Companies Act, 1956. The petitioner is engaged in the development of residential as well as commercial projects.

5. It is contended by the learned counsel for the petitioner that the Respondent Development Authority floated a Scheme “BRS-03/2010” for the allotment of land for building and allotment letter dated 18.08.2010 was issued by the Respondent No. 2, Greater Noida Industrial Development Authority (hereinafter referred to as “GNIDA”) in favour of the petitioner’s Consortium with M/s Subhkamna Buildtech Pvt. Ltd. as the Lead Member for the total area of 81,800 sq meters. The Consortium was allotted Plot No. GH – 02, Sector 1, Greater NOIDA @ Rs.11,575/- per square meters.

6. On the request of the Lead Member M/s Subhkamna Buildtech Pvt. Ltd. vide letter dated 24.03.2011, the land was sub divided and the petitioner company was allotted 33,538 sq meters of land. A lease deed dated 04.04.2011 was executed in favour of the petitioner for the land ad-measuring 33,538 sq. meters. The total premium was Rs.38,82,02,350/-. The petitioner deposited 10% of the premium amount. The remaining 90% of the premium amount was to be paid in 16 half yearly installments. The lease deed further provided for the moratorium of 24 months from the date of allotment.

7. The plot allotted to the petitioner was plagued by encroachment and as much as 13,500 sq. meters out of 33,538 sq. meters land allotted was under

encroachment. The Respondent Authority, vide its own resolution passed in the 104th Board Meeting had resolved that out of 33,538 sq. meters land of 6,900 sq. meters was under encroachment.

8. The petitioner filed a revision before the Principal Secretary (Industrial Development) under Section 41(3) of The U. P. Urban Planning and Development Act, 1976 on 29.08.2019, the Principal Secretary finally decided the issue partially in favor of the petitioner and the matter was remanded back to the Greater Noida Industrial Development Authority for taking a fresh decision in the light of findings recorded by the Principal Secretary himself, wherein he held that part possession is no possession.

9. Learned counsel for petitioner further submits that Writ Petition No. 42951 of 2019 was filed enforcing the order dated 29.08.2019 upholding the claim of the petitioner for zero period benefit to the extent of 6900 as against the claim of 13500 sq. meters. This Hon'ble Court was pleased to direct GNIDA to decide the issue expeditiously vide order dated 21.01.2020. Petitioner's claim was rejected by the GNIDA vide order dated 04.07.2020 whereby the claim of the petitioner was further reduced to 1598 sq. meters, and the earlier Board Decision of GNIDA had also not been adhered to. The petitioner again approached Hon'ble High Court by filing writ petition being Writ-C No. 1640 of 2021, which writ petition was allowed, and GNIDA was further directed to decide the claim of the petitioner in light of the observations made by this Hon'ble Court vide its order dated 04.02.2021 passed in Writ-C No. 1640 of 2021.

10. Learned counsel for petitioner further submits that vide order dated 15.12.2021, the Respondent Authority passed the impugned order whereby, in clear contempt of the order passed by this Hon'ble Court and ignoring the findings recorded by this Hon'ble Court in the earlier rounds of litigation allowing the writ petition of the petitioner, the Respondent GNIDA rejected

the representation of the petitioner. Learned counsel for the petitioner further submitted that the Revisional Authority i.e. the State Government in its order dated 29.08.2019 gave a categorical finding that only part possession had been given and held that part possession is no possession and even today complete possession of the area allotted to the petitioner has not been handed over to the petitioner. This Court put a specific query to the counsel representing the Respondent Authority *vis-a-vis* possession on which the counsel admitted the fact that complete possession has not been handed over even today due to technical reasons.

11. The Respondent Development Authority has rebutted the averments made in the writ petition by filing the Counter Affidavit. A Supplementary Counter Affidavit has also been filed. Learned counsel for the Respondent Development Authority submits that in the 104th Board meeting dated 14.3.2016, a proposal regarding grant of the benefit of zero period from 17.10.2010 to 18.8.2014 was approved by the Board but due to amendment in zero period policy the approval could not be implemented.

12. Learned counsel for Respondent Development Authority further submits that a representation was filed by the petitioner before the Authority on 27.01.2020 requesting to be granted zero period benefit in pursuance of Government Order No. 3804/77-4-19-142 N/08 dated 05.12.2019. In this regard the meeting of the Committee constituted for zero period applications under the aforesaid Government Order was held in which the matter was examined by the Committee, and it was found that according to the Bhulekh Department the affected area of Khasra No. 798 is 2441 sq. meters (843 + 1598 sq. meters) out of which zero period was given to the allottee for 843 sq. meters from 25.08.2012 to 18.08.2014 as per the decision taken in the 111th Board Meeting. Therefore, after verification of the Bhulekh Department Committee recommended to give zero period of 1598 sq. meters from 25.08.2012 to 18.08.2014, in addition to earlier permissible zero period

of 843 sq. meters. Thereafter, the petitioner had filed ***Civil Misc. Writ Petition No. 1640. of 2021 (M/s Rudra Buildwell Projects Pvt. Ltd. vs. State of U. P. and others)*** against the denial of zero period order of the Authority. The said writ petition was disposed of vide order dated 04.02.2021 by remanding the matter to the Board of the Development Authority to take a fresh decision and on a representation submitted by the petitioner company, the same was disposed of vide order dated 15.12.2021, holding that the petitioner was not eligible for zero period except for the previously granted zero period on area of 2441 sq. meters (843+1598 sq. meters) from 25.08.2012 to 18.08.2014. Learned counsel for respondent has submitted that no other claim for zero period or any other relief be granted as the same has already been granted by the authority in the present case.

13. We have heard learned counsels for the parties and have perused the record.

14. Before proceeding to consider the rival submissions of the respective parties, this Court proceeds to examine the policy of zero period. The 'Zero Period Policy' under The U. P. Urban Planning and Development Act, 1976 and other similar enactments relating to Urban and Industrial Development is a Policy introduced by the State Government in order to deal with stalled real estate projects in the State. Under the Policy, the State Government has decided to waive off penal interest and other dues on builders/buyers for the period during which their projects were stalled due to litigation over land acquisition issues. In layman terms, during a zero period no interest or penal interest is levied on land allotment charges or other charges and the period is treated as a moratorium.

15. Noida and Greater Noida, adjoining the National Capital Region, Delhi, constitute a very crucial part of the real estate market of Uttar Pradesh. The micro-markets are not only home to lakhs of individuals but also offer a

plethora of employment opportunities and absorb a large number of migrant populace each year. The increased influx of immigrants has led to the spurt of numerous real estate projects in these cities over the years. Generally, the completion deadline of a industrial/housing project is five years from the date of commencement of the project. However, the markets of Noida and Greater Noida comprise nearly one lakh such projects that stand stalled for over the years owing to various issues such as delayed land approvals, limited funds or lower sales volume. Therefore, to offer respite to those builders/home buyers who invested in these projects and have been long awaiting deliveries, the State Government decided to introduce 'zero period policy'. The zero period policy was first introduced in Greater Noida in 2011 to relieve developers whose projects were affected due to farmers' agitation over land acquisition. Later, the policy was implemented in Noida in 2013 to help Realtors, whose projects suffered owing to the two months construction ban imposed by the National Green Tribunal (NGT). The State Government vide Government Order issued on 17.12.2013 provided the policy of Zero Period.

16. However on the request of the Greater Noida Industrial Development Authority, the State of U. P. recalled its earlier Government Order and left it open to the Development Authority to take decision in respect of the policy of zero period.

17. The State Government again issued the policy of Zero Period vide Government Order dated 05.12.2019. the conditions enumerated therein for the grant of benefit of Zero Period placed on record are as follows: -

“(i) If for some reason, the authority is unable to deliver possession to the allottee or developer.

(ii) The authority is unable to deliver possession to the allottee/developer as the same could disturb the peace and tranquillity of the area or there is an encroachment as a result of which development is unable to proceed.

(iii) Execution of allotment / lease / delivery of possession is unable to take place in view of pending interim order of a court.

(iv) Lease deed is unable to be executed on account of G.O or a decision of the Board.

(v) If the authority has delivered possession to the allottee and the lease deed executed but the allottee is unable to access the plot as a result of which development is impossible to commence, the allottee is entitled to the benefit of zero period upto the date on which alternate access is provided.”

18. As per the Government Order dated 05.12.2019 in case the encumbrance is upon an area of 30% or more, then 100% zero period shall be given to the Developer, if the area having encroachment or encumbrance is more than 20% but less than 30% - then 50% zero period shall be given and if the area encroached is more than 10% but less than 20%, then zero period of 25% shall be given and if the said area of encumbrance is less than 10% then it shall be in that proportion.

19. Now coming to the facts of the present case, the fact is that the Petitioner got the said land from Greater Noida Industrial Development Authority which floated a scheme for allotment of plots for developing group housing projects in 2010, inviting applications for the development of a project in Greater Noida (West) and the petitioner through a Consortium of Companies applied for a plot and vide allotment letter dated 13.08.2010 was issued a Plot No. GH-02, Sector-1, Greater Noida (West), District Gautam Buddh Nagar measuring 81,800 sq. meters in favour of the Consortium of Companies and pursuant to bifurcation, a lease deed was executed on 04.04.2011 for 33,538 sq. meters in favour of the petitioner herein. As observed by this Court in **Writ-C No. 1640 of 2021**, it is clearly stated that possession of 13,500 sq. meters could not be delivered as the same was in unauthorized possession of a person who claimed that he has not received compensation and was thus creating hindrance while taking possession of the land by the petitioner company.

20. A perusal of the order dated 04.02.2021 passed by a division bench of this Court in **Writ-C No. 1640 of 2021** suffices to clear the air of ambiguity surrounding the contentious issue of possession and is as follows:

“It appears that possession of 13500 sq. mt. could not be delivered as the same was in unauthorized possession of one Dhan Singh Bhati, as he claimed to have not received compensation. The matter was brought to the notice in the 104th meeting of the Board of the GNIDA. A spot inspection was conducted, which indicated existence of an old village road along with 6900 sq. mt. of land, where compensation was not received and possession was also not with the builder. GNIDA upheld the claim of the petitioner for grant of zero period in respect of 6900 sq. mt. till 18.8.2014, while petitioner was claiming benefit of zero period to the extent of 13500 sq. mt. The petitioner approached respondent no.1, who on 29.8.2019 upheld the claim of the petitioner for 6900 sq. mt. but for the rest remanded the matter for fresh adjudication. The petitioner challenged the order dated 29.8.2019 in CMWP No.42951 of 2019, which came to be disposed of on 21.1.2020 with a direction to the authority concerned to decide the matter within a month. Pursuant thereto, under the order impugned, respondent no.2 granted the benefit of zero period only for 1598 sq. mt.

We are indeed amazed that once the Board in its 104th meeting had resolved to grant the benefit of zero period for 6900 sq. mt, then how could respondent no.2 deny the claim for 6900 sq.mt? Sri Singh learned counsel for the authority does not dispute that there is no fresh decision of the Board altering its earlier resolution passed in 104th meeting. Once the State Government too under its order dated 29.8.2019 had upheld the claim for zero period to the extent of 6900 sq. mt. and had remanded the matter for fresh consideration with regard to claim of the petitioner to the extent of 13500 sq. mt in all, the impugned order ought not to have touched an area of 6900 sq. mt, as the same has already been settled at the level of State Government. The resultant effect of the impugned order is that it has transgressed the limits circumscribed by the order of State Government dated 29.8.2019 by reducing the benefit of zero period from 6900 sq. mt to 1598 sq. mt. The impugned order suffers from non-application of mind rendering the same vulnerable in law.

In view of above, the writ petition is allowed. The order dated 30.7.2020 is set aside / quashed.

The matter is remanded to the Board to take a fresh decision in the light of observations made above and in accordance with law after hearing the parties concerned, as expeditiously as possible, preferably within 6 weeks from the date of production of a copy of this order.”

21. The documents were placed on record and an observation made by this Court which attained finality is sufficient to prove that the possession of 13,500 sq. meters was not with the petitioner company and the same was received only sometime in April, 2023 thus completion of project stood

jeopardized for non-availability of encumbrance free land. This Court has further held that without following procedure established by law and in gross violations of orders/directions passed by the High Court, the Respondent Authority has gone ahead and reduced the benefit of zero period from 6900 sq. meters to 1598 sq. meters although the same was approved earlier by the authority in its 104th meeting and later on the said area was reduced on its own and the same was not disputed by Sri H. N. Singh, learned counsel for the Respondent Authority that there was no fresh decision of the Board altering the earlier resolution passed in 104th meeting. The arguments extended by learned Senior Counsel for Respondent Authority are not tenable that the petitioner company is not entitled to the grant of zero period policy for entire project as the Principal Secretary has himself stated while directing the Respondent Authority to pass orders on representation of the petitioner company with regards to their submissions pertaining to zero period policy and part possession is no possession and in the present scenario when more than 13,500 sq. meters land is not vested in the petitioner company, the whole project has been compromised as construction cannot be carried out in part without having possession over entire area.

22. This Court in ***Writ C. No. 19361 of 2020, Allure Developers Pvt. Ltd. vs State of U. P. and Another*** has clearly held that:

“12. We find that the respondent No. 2 while passing the impugned order has not considered the case of the petitioner in correct perspective. The respondent No. 2 was required to decide the representation in compliance of the order dated 5.3.2020 passed in Writ Petition No. 7962 of 2020 (Allure Developers Pvt. Ltd. versus State of U. P. and 2 others). The operative portion of the order dated 5.3.2020 reads as under:

“The writ petition is disposed of with the direction to the Chief Executive Officer, NOIDA-respondent no.3 to pass a fresh order only with regard to lease rent, which has been charged from 2015 upto 2020, especially in view of the fact that the 'zero period' has been allowed upto 30.9.2016 and why the petitioner should be saddled with extra lease rent, once the property in question was not handed over to the petitioner and 'zero period' having been declared by the authority itself. The said decision shall be taken by the Chief Executive Officer-respondent no.3 within a period of six weeks from the date a certified copy of this order is presented before the authority concerned.

Till such decision is taken by the Chief Executive Officer, so far as lease rent is concerned, no coercive steps shall be taken against the petitioner pursuant to the demand notice dated 6.9.2019 only with regard to lease rent. The said demand shall be subject to final decision that may be taken by the Chief Executive Officer.”

13. A perusal of the orders of the co-ordinate Bench dated 5.3.2020 shows that this Court required the Chief Executive Officer to take a decision regarding charging of lease rent for the period possession of the plot not having handed over to the allottee. We find that the respondent No. 2 while rejecting the representation of the petitioner has not gone into this question at all and simply has stated that there is no such policy of the authority.

14. We also find that the respondent No. 2 under the impugned order dated 11.2.2021 has noted that the encroachment admeasuring 17621 square meter was removed only on 21.8.2020. It necessarily flows that the petitioner was not put in possession of the entire land allotted to it on 26.12.2014 consequent to the execution of the lease deed on 19.12.2014. In such view of the matter, we are of the view that the respondent No. 2 was not justified to restrict the zero period benefit from 19.12.2014 up to 30.9.2016 only. In the circumstances that stood attracted to the case of the petitioner, it was liable to get zero period benefit from 19.12.2014 up to 21.8.2020 when the encroachment was admittedly cleared from the plot allotted. We also find that the respondent No. 2 is not justified to charge the lease rent @ 2.5% of the total premium from 19.12.2014 up to 21.8.2020.

15. Accordingly, the writ petition stands allowed. The order dated 11.2.2021 passed by the respondent No. 2 in relation to Plot No. SC-02/C, Sports City, Sector 150, Noida, Gautam Budh Nagar, U.P., is set aside. The respondent No. 2 is directed to grant benefit of zero period to the petitioner from 19.4.2014 up to 21.8.2020 and not charge the lease rent in respect of the area of the plot, the possession of which has not been handed over at the time of allotment.”

23. Accordingly, the writ petition is **allowed**. The order dated 15.12.2021 passed by the Respondent No. 2 in relation to Plot No. GH – 02 B, Sector 1, Greater NOIDA, Gautam Buddh Nagar, U. P. is set aside. The Respondent No. 2 is directed to grant benefit of zero period to the petitioner from the date of allotment till actual possession i.e. April, 2023 and not charge the lease rent and interest accruing thereon in respect of the area of the plot, the possession of which has not been handed over at the time of allotment.

24. So far as the relief regarding grant of re-validation of map is concerned, we expect the Authority to extend the same in accordance with law considering the observations made herein above.

Writ C. No. 31249 of 2022, M/s. Rudra Buildwell Homes Pvt. Ltd v State of U.P & Anr.

25. The above connected writ petition has been filed seeking quashing the impugned order dated 30.07.2020 passed by the Respondent No. 2, Greater Noida Industrial Development Authority negating the claim for grant of zero period benefit. The writ petitioner has further prayed for issuance of Writ of Mandamus commanding the Respondent No. 2 to declare the period during which the Mazars/Samadhis remain on spot and the construction remain obstructed as Zero Period in terms of the policy decision of GNIDA for the complete project. Further prayer is to re-validate the map which was duly sanctioned, as it stands expired as on date and to declare lease rent as zero for the period when encumbrance free possession of the plot was not handed over to the petitioner.

26. Learned counsel for the petitioner submits that the allotment letter was issued by the Respondent Greater Noida Authority allotting Plot No. GH-05, Sector -16, Greater NOIDA, District Gautam Budh Nagar in favour of the petitioner's Consortium dated 01.03.2012 and thereafter lease deed was executed for the land ad-measuring 43,115 sq. meters in favour of the petitioner company and, accordingly, issued possession letter allegedly handing over possession of the allotted land.

27. The petitioner being a bonafide developer applied for sanction of map for development over the said land. Although only paper possession and no actual physical possession was handed over, there existed several Mazars/Samadhis over the plot and due to this the encumbrance existed on the land and construction could not be raised and to ease such kind of issues Respondent Authority had come up with various policies to declare such period as zero period when possession could not be granted due to various reasons or construction could not be raised by the allottee/developer as the

Authority was unable to deliver the possession to the allottee/builder/developer. Admittedly, there is an encroachment as a result of which development/constructions could not be initiated and in such cases, benefit of zero policy period is liable to be granted to the allottee/builder/developer for the said area and such policy was defined in Government Order dated 05.12.2019. Under the said Government Order, if the area under encroachment was more than 30%, then zero period shall be granted for the whole project for the said tenure - from the date of allotment till the encumbrance free possession was handed over.

28. It is next contended by the learned counsel that the petitioner company submitted its grievance under Section 41(3) of the U. P. Urban Planning and Development Act, 1976 to the State Government through Principal Secretary, Industrial Development who in turn issued directions to the Respondent Authority to re-consider the claim of zero period of the petitioner company as the land was still not encumbrance free. The Principal Secretary decided the issue partially in favour of the petitioner, and the matter was remanded back to the GINDA for taking a fresh decision in the light of findings recorded by the Principal Secretary himself, wherein it has been stated that part possession is no possession. The petitioner, accordingly, approached the respondent Greater Noida Authority whereby it stated that in Khasra No. 13 & 24, there existed two Mazars/Samadhis due to which more than 2/3rd of the project is effected and as per the report of the authority also relied upon whereby they stated that from the said area of Samadhi/Mazar, the sewer line, basement, drainage is being affected and the project cannot be completed without the removal of same and thus they be given zero period benefit till the date possession was provided for whole period since the date of allotment till the date encumbrance free possession was handed over but the same has been rejected stating that the petitioner company is not liable for zero period benefit. Learned counsel for the petitioner further submitted that the Revisional Authority in its order dated 29.08.2019 gave a categorical

finding that only part possession has been given and held that part possession is no possession and even today complete possession has not been handed over. This Court put a specific query to the counsel for the Respondent Authority *vis-a-vis* possession on which the Counsel admitted the fact that complete possession has not been handed over even today due to technical reasons.

29. Learned counsel for the petitioner has relied upon the judgment and order passed by this Court in case of ***M/s Rajhans Infratech Pvt. Ltd vs. State of U. P. and Others, (Writ–C No. 12462 of 2020)*** particularly to the observation made in Para 9 of the judgment and order dated 17.03.2021 quoted hereunder:-

“The impugned order suffers from absolute non-application of mind as it was not only admitted case that there was encroachment over Khasra Nos.663 and 654 on which 24 meters wide approach road was granted to the petitioner but on account of encroachment, possession of the same could be delivered with the police aid only on 15.05.2015 coupled with the fact that its case was also not considered as per the 104th Board Resolution. We are also of the view that the authority cannot take advantage of its own wrong i.e. by not providing the complete physical possession of the allotted plot to the petitioner and at the same time, levying additional charges for not completing the constructions within a stipulated period. This approach would not only be counter productive rather detrimental to the industrial development of the area. We, thus, have no option but to set aside the order dated 09.07.2020.

30. It is contended that the petitioner is similarly placed and is entitled to be given the same benefit. By the order dated 17.03.2021 the writ petition was allowed, the order dated 09.07.2020 was set aside and the Competent Authority was directed to consider the case of the petitioner therein for grant of zero period benefit w.e.f. 27.04.2010 to 15.05.2015.

31. Learned counsel for the respondent has vehemently opposed the contentions of the petitioner company and stated that the possession was handed over on time and the petitioner is not liable for the benefit of zero period policy as claimed. Learned counsel for the Respondent Development

Authority further contended that on an area of about 100 sq. meters near the tower 10 & 11 of the boundary wall of the plot which comes under Khasra No. 5 of village Roza Yakubpur encroachment/encumbrance was found which is about 0.23 % of total area allotted to the petitioner and on that basis the claim of the company was rejected. It is also submitted that the reliance placed upon the decision dated 17.03.2021 passed in ***Writ-C No. 12462 of 2020 (M/s Rajhans Infratech Pvt. Ltd. Vs. State of U. P. & others)*** is completely misplaced inasmuch as the said decision was put to challenge before the Apex Court and was set aside.

32. After going through the documents filed by respective both the parties, this court observes that on the issue that possession of entire land allotted to the petitioner has not vested in the petitioner company, free from encumbrance, the Principal Secretary Government of U. P. in the proceedings under Section 41(3) of the 1976 Act vide order dated 09.09.2019 held that part possession amounts to no possession and the land not being encumbrance free has recorded a finding that the entire land was not in possession of the Petitioner herein and it was duly brought to the notice of the Respondent Authority and the same was not disputed by the Authority and in furtherance of this a report was called for, which also stated that few Mazars/Samadhis do exists over the land allotted to the petitioner. In view of such encumbrance the project could not be completed as people were still accessing those Mazars/Samadhis and the encumbrance free possession is still not vested in the petitioner company.

33. We also record the fact that the decision dated 17.03.2021 relied upon by the petitioner passed in ***Writ-C No. 12462 of 2020 (M/s Rajhans Infratech Pvt. Ltd. Vs. State of U. P. & others)*** was assailed by the Greater Noida Industrial Development Authority before the Apex Court in ***SLP (C) No. 20096 of 2021*** later converted to ***Civil Appeal No. Nil of 2022 (Greater Noida Industrial Development Authority and another versus Rajhans***

Infratech Pvt. Ltd). The Apex Court vide its order dated 21.03.2022 maintained the order of remand, however, the Competent Authority was directed to deal with the matter afresh *de novo* in accordance with law.

34. Accordingly, the writ petition stands **allowed**. The Order dated 30.07.2020 passed by the Respondent Authority in relation to Plot No. GH-05A, Sector 16, Greater Noida, is set aside. The Respondent No. 2 is directed to grant benefit of zero period to the petitioner from the date of allotment till actual possession i.e. April, 2023 and not charge the lease rent and interest accruing thereon in respect of the area of the plot, the possession of which has not been handed over at the time of allotment.

35. So far as the relief regarding grant of re-validation of map is concerned, we expect the Authority to extend the same in accordance with law considering the observations made herein above.

36. Accordingly, both the writ petitions stand **allowed** in terms aforesaid.

Order Date :- 16.11.2023

pks

(Ashutosh Srivastava, J) (Pritinker Diwaker, CJ)