



2025:AHC-LKO:24968-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 12326 of 2025

M/S Lordshiva Infraestate Pvt. Ltd. Thru. Director Mr.
Aditya Kumar Purwar

.....Petitioner(s)

Versus

State Of U.P. Thru. Prin./Addl. Chief Secy. Revenue Deptt.
U.P. Lko. And 6 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Bhup Chandra Singh, Himanshu Raghav
Counsel for Respondent(s)	:	C.S.C., Ratnesh Chandra

Court No. - 2

**HON'BLE MRS. SANGEETA CHANDRA, J.
HON'BLE AMITABH KUMAR RAI, J.**

Heard Shri Bhup Chandra Singh, learned counsel for the petitioner, learned Standing Counsel, who appears on behalf of State-Respondent and Shri Ratnesh Chandra, learned counsel for respondent no.5.

In view of the order proposed to be passed, issuance of notice to respondent nos.6 and 7 is dispensed with.

This writ petition has been filed by the petitioner with the following main prayers :

"(i) Issue a writ, order or direction in the nature of Mandamus or likewise thereby commanding Respondent No. 2, the Under Secretary, Housing & Urban Development Department-1, U.P. Civil Secretariat, Lucknow to take a decision in the matter of the petitioner thereby resolving the issue as also referred to him by the Vice Chairman, Lucknow Development Authority, Lucknow vide Letter dated 24.04.2023 (Annexure No. 17).

(ii) Issue a writ, order or direction in the nature of Mandamus likewise thereby commanding the competent respondents, particularly the Collector, Lucknow to fix the valuation of the land measuring 3626.80 sq.mt. out of the land measuring 0.9650 hect. of Gata No. 967 (1.2180 hect.) situated at Village-Ahmamau, Tehsil-Sarojini Nagar, Lucknow (subject matter of the Agreement to Sell) and may issue a demand-letter for depositing money and execution of sale deed in favour of the petitioner firm by the A.P.I.L. company or the person so authorized."

Learned counsel for the petitioner has stated that one Ramdeen, son of Paanchu, resident of Village Ahmamau, Tehsil Sadar (now Sarojini Nagar), District Lucknow, was the original tenure-holder of land comprised in Gata No. 967 admeasuring 1.2180 hectares situated in the aforesaid village. Proceedings were initiated under The Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "the Act of 1976").

The competent authority passed an order dated 28.12.1981 under Section 8(4) of the Act of 1976. Thereafter, a notification was published in the Official Gazette on 02.11.1982 under Section 10(1) of the Act of 1976, declaring 851.52 square meters out of a total area of 13,030.06 square meters of land comprised in Gata No. 967 as surplus land.

Subsequently, a notification under Section 10(3) of the Act of 1976 was published in the Official Gazette on 09.01.1998, thereby declaring that the surplus land had vested absolutely in the State Government free from all encumbrances. Thereafter, proceedings under Section 10(5) of the Act of 1976 were initiated and a letter dated 27.03.1988 was issued by the District Magistrate, Lucknow to Ramdeen requiring him to hand over peaceful possession of the land in question within 30 days, failing which proceedings under Section 10(6) of the Act of 1976 would be initiated.

The land in question was never handed over voluntarily by Ramdeen and he remained in physical possession thereof. Subsequently, The Urban Land (Ceiling and Regulation) Act, 1976 was repealed by The Urban Land (Ceiling and Regulation) Repeal Act, 1999 on 22.03.1999. All proceedings under the Act of 1976 stood abated. Consequently, there ought to have been rectification of entries in the revenue records and instead of the name of the State Government, the name of Ramdeen should have been entered in respect of the surplus land. However, Ramdeen died, leaving behind his sons, namely Asha Ram and Shiv Sagar, who inherited the land and remained in physical possession thereof. The entry in the name of the Government, even thereafter, was not corrected.

On 23.06.2008, the land recorded in the name of the Government pursuant to Government Order No.2893 dated 11.12.1996 was handed over to the Lucknow Development Authority (L.D.A.). In the meantime, the Government had already issued a policy for the development of a Hi-Tech Township in the year 2003. Respondent no.7, Ansal Properties and

Infrastructure Limited was selected for the development of certain lands including the land of Village Ahmamau as aforesaid.

The Government issued the necessary order in this regard on 17.09.2007. Respondent no.7, Ansal Properties and Infrastructure Limited entered into a registered Consortium Agreement on 09.05.2007 with several members including respondent no.6, Phool Chandra. In contemplation of execution of the consortium deed, respondent no.7 purchased the land in the name of respondent no.6, Phool Chandra, who was to be a member of the consortium and bound by its rules and regulations on 30.12.2006.

The sale deed was executed by the sons of Ramdeen, namely Asha Ram and Shiv Sagar in favour of respondent no.6, Phool Chandra. Respondent no.7, Ansal Properties and Infrastructure Limited furnished the entire sale consideration to the sons of Ramdeen and the name of respondent no.6 was mutated in the revenue records.

A registered agreement to sell was executed between respondent no.7, Ansal Properties and Infrastructure Limited and the petitioner with respect to 3,626.80 square meters of land situated at IT Park-1 in Sushant Golf City, Lucknow on 19.03.2019. This land was part of the surplus land declared under Section 10(3) of the Act of 1976 to have vested in the State Government, which was later inherited by Ramdeen's sons and sold to respondent no.6, Phool Chandra. Provisional possession was also handed over by respondent no.7 to the petitioner on 16.03.2019 prior to execution of the agreement to sell dated 19.03.2019. The petitioner is stated to be in physical possession of the land allotted to it.

Respondent no.6, Phool Chandra, in breach of the Consortium Agreement with respondent no.7, Ansal Properties and Infrastructure Limited executed a sale deed dated 22.05.2023 in favour of M/s Maan Dotiya Agro Pvt. Ltd. In the meantime, respondent no.7 had addressed a letter dated 25.08.2022 to the Lucknow Development Authority proposing that under the Hi-Tech Township project, land measuring 0.965 hectares out of a total area of 1.2180 hectares of Khasra No.967 situated at Village Ahmamau be allowed to be taken over by the company.

The Vice-Chairman, Lucknow Development Authority did not take any action despite repeated requests made by respondent no.7, Ansal Properties and Infrastructure Limited in respect of the said proposal. Instead, a letter

dated 23.01.2023 was sent to the Collector, Lucknow to take action in the matter. The Additional District Magistrate/competent authority under the Act of 1976, while referring to the said letter, required the Sub-Registrar, Sarojini Nagar Lucknow to make available records relating to sale deeds executed after 28.02.1976, the date on which the Act of 1976 came into force.

It has been argued that the Vice-Chairman, Lucknow Development Authority also referred the matter to the Under Secretary, Housing and Urban Planning Department, Government of Uttar Pradesh, Lucknow by letter dated 24.04.2023 intimating that action should be taken by the Collector, Lucknow. Since no action has been taken, it has been prayed that revisional powers be exercised by the State under the provisions of the U.P. Urban Planning and Development Act, 1973.

It has further been submitted that respondent no.7, Ansal Properties and Infrastructure Limited also wrote a letter to the Additional Chief Secretary, Housing and Urban Planning Department praying that the land in question be reacquired for planned development of the Hi-Tech Township. Despite repeated representations, no action has been taken. Hence, the present writ petition has been filed with the aforesaid prayers.

We have noticed from the annexures to the writ petition including the Khatauni filed as Annexure No.6 that Gata No.967 of Village Ahmamau originally measured 13,030.06 square meters out of which 851.52 square meters was declared surplus. Notice under Section 10(5) of the Act of 1976 was also issued to Ramdeen, the original tenure-holder. He did not hand over actual physical possession. In the meantime, entries were made in the revenue records in favour of the Government pursuant to vesting under Section 10(3) of the Act of 1976. Such entries were not corrected, the sons of Ramdeen sold the surplus land in favour of respondent no.6, Phool Chandra on 29.12.2006.

In view of the law laid down by the Hon'ble Supreme Court in **State of U.P. and others vs. Adarsh Sewa Sahkari Samiti Limited**, reported in **(2016) 12 SCC 493**, any transfer of land by way of lease, gift or sale deed made by the original tenure-holder after issuance of notification under Section 10(3) of the Act of 1976 is void in view of Section 10(4) of the Act of 1976.

Be that as it may, we have carefully perused the relief clause as drafted in

the writ petition. The Vice-Chairman, Lucknow Development Authority has merely provided information to the Under Secretary by his letter dated 24.04.2023 and has not referred the matter to the Government for a decision.

With regard to prayer no.2 of the writ petition, such relief cannot be granted as it would presume that the agreement to sell between the petitioner and respondent no.7, Ansal Properties and Infrastructure Limited is valid and legal. From the annexures to the writ petition, it is evident that respondent no.7, Ansal Properties and Infrastructure Limited was not in possession of the property it allegedly sold to the petitioner.

It is also apparent that the agreement between the petitioner and respondent no.7, Ansal Properties and Infrastructure Limited has not been specifically performed. This is further evident from the fact that respondent no.6, Phool Chandra, who was part of the consortium constituted by respondent no.7, Ansal Properties and Infrastructure Limited had already sold the property in question in the year 2022 to another private company, namely M/s Maan Dotiya Agro Pvt. Ltd. which is not arrayed as a respondent in this writ petition.

Accordingly, there is no subsisting legal right in favour of the petitioner for issuance of a writ of mandamus either against the Lucknow Development Authority or the Collector, as prayed for in prayer no.2 of the writ petition.

The writ petition is **dismissed**.

December 17, 2025
Mahesh

(Amitabh Kumar Rai,J.) (Mrs. Sangeeta Chandra,J.)