



**HIGH COURT OF JUDICATURE AT ALLAHABAD**

**WRIT - C No. - 10029 of 2026**

M/S Floral Realtech Private Limited

.....Petitioner(s)

Versus

State Of U.P. And 3 Others

.....Respondent(s)

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| Counsel for Petitioner(s) | : | Dhruv Pratap Singh, Tanmay Sadh |
| Counsel for Respondent(s) | : | Anjali Upadhya, C.S.C.          |

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**Court No. - 21**

**HON'BLE MAHESH CHANDRA TRIPATHI, J.**  
**HON'BLE KUNAL RAVI SINGH, J.**

1. Heard Shri Nipun Singh, learned Senior Advocate assisted by Shri Dhruv Pratap Singh and Shri Tanmay Sadh for the petitioner; learned Standing Counsel for State respondent nos.1 and 3 and Ms. Anjali Upadhya, learned counsel for Greater Noida Industrial Development Authority (respondent no.2).

2. The instant writ petition is preferred for issuing a writ, order or direction in the nature of certiorari to quash the impugned recovery certificate dated 19.11.2025 issued by the respondent no.2 and for direction to the respondent nos.2 and 3 to de-seal the office premises of Project Splendour belonging to the petitioner.

3. Shri Nipun Singh, learned Senior Advocate appearing for the petitioner submits that M/s Elegant Infracon Pvt. Ltd. (respondent no.4) offered the petitioner company to develop the project namely Elegant Splendour and a joint development agreement dated 03.03.2022 was entered between the petitioner and the respondent no.4 for completing the remaining development work. As per proposal submitted to the UPRERA, all the timelines were adhered to and the construction was in full swing. The respondent no.2 vide letter dated 08.12.2025 has extended the validity of the sanctioned map of the project till 2030 and qua Elegant Splendour Project, the occupancy certificate has been granted by the respondent no.2 for Towers E,F,G,H.

4. Learned Senior Advocate further submits that on 05.02.2026 the officials of the respondent no.3 had illegally sealed the site office of the project Elegant Splendour without any prior intimation or notice to the petitioner. The said act of sealing is not only illegal and arbitrary but is also violative of fundamental right of the petitioner, as enshrined under Article 14 and Article 19 (1) (g) of the Constitution of India. Thereafter the respondent no.2 has issued the impugned recovery certificate dated 19.11.2025 for Rs.48,37,59,958/- against the project Elegant Ville. The amount of arrears of Rs.48,37,59,958/- is in respect of residential plot No.GH-06B, Sector Techzone-04, which is the address of the project namely Elegant Ville, whereas the respondent no.3 has sealed the project office of the petitioner situated at Plot No.CP-GH-5C Sector Techzone-IV, Greater Noida, West, District Gautam Budh Nagar. Both the projects Elegant Ville and Elegant Splendour are two different projects and the recovery certificate of one project cannot be used to seal a different project.

5. Per contra, Ms. Anjali Upadhyay, learned counsel for the respondent no.2 submits that the instructions are still awaited and some further time may be accorded.

6. Put up this matter again as fresh on 02.04.2026.

7. As an interim measure it is provided that till the next date of listing, no coercive action would be taken against the petitioner company.

**(Kunal Ravi Singh,J.) (Mahesh Chandra Tripathi,J.)**

**March 25, 2026**

RKP