



2026:AHC:55315-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD**

**WRIT - C No. - 10077 of 2026**

Bhagirath

.....Petitioner(s)

Versus

State Of U.P. And 3 Others

.....Respondent(s)

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Counsel for Petitioner(s) : Ajay Singh Yadav, Yatindra  
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 Yatindra along with Shri Ajay Singh Yadav, learned counsel for the petitioner, Shri Fuzail Ahmad Ansari, learned Standing Counsel for the State-respondents and Mrs. Anjali Upadhya, learned counsel for respondent - Greater Noida Industrial Development Authority (GNIDA).

2. The instant writ petition has been filed praying inter alia for the following relief:

*"(i) Issue a writ, order or direction in the nature of mandamus commanding the respondents to consider and decide the application dated 15/01/2025 (Annexure No.-5 to the writ petition), submitted by the petitioner before the respondent no.-4 and grant the lease of Khasra No. 424 to the extent of area 0.085 hectares recorded over the Khata No. 00062 in the revenue records related to the Village-Itahara, Tehsil-Dadri, District-Gautam Buddh Nagar.*

*(ii) Issue a writ, order or direction in the nature of mandamus commanding the respondents not to create any disturbance in the peaceful possession of petitioner over the plot in question and not to demolish his Pakka house existing over the same before deciding the said application dated 15/01/2025 submitted by the petitioner before the*

*respondent no.-4.*

*(iii) Issue any other suitable writ, orders or directions, which this Hon'ble Court may deem fit and proper under the facts and circumstances of the case.*

*(iv) Award the cost of writ petition to the petitioner."*

3. Learned counsel for the petitioner submits that the petitioner is a resident of Village Itahara, Tehsil Dadri, District Gautam Budh Nagar, and his land was acquired under the lease back policy of the respondent – GNIDA. It is submitted that the rights of the petitioner were duly considered by GNIDA on 06.09.2012 for allotment under the said policy, wherein the petitioner's name finds place at Serial No. 11. It is further contended that despite the allotment having been made in the year 2012, the rightful claim of the petitioner has not been honoured till date, and neither possession has been handed over nor the lease deed executed, compelling the petitioner to invoke the writ jurisdiction of this Court.

4. Per contra, Mrs. Anjali Upadhyia, learned counsel for the respondent – GNIDA, submits that although certain rights of the petitioner were acknowledged under the lease back policy, the lease deed could not be executed on account of non-availability of developed land. She further prays for some time to obtain detailed instructions in the matter.

5. Considering the factual matrix of the case, and in view of the order dated 06.09.2012, which clearly reflects the petitioner's name at Serial No. 11, it is undisputed that allotment in favour of the petitioner was made on the said date. However, till date, neither possession has been delivered nor the lease deed executed by the respondent – GNIDA. Such inaction on the part of the authority cannot be permitted to continue indefinitely.

6. Accordingly, in the interest of justice, the writ petition is **disposed of** with a direction to the respondent – GNIDA to ensure delivery of possession and execution of the lease deed in favour of the petitioner within a period of four months from the date of presentation of a certified copy of this order, provided there exists no other impediment. In case any

impediment exists in executing the lease deed with respect to the allotted plot, the respondent – GNIDA may consider allotting an alternative plot to the petitioner.

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

**March 18, 2026**  
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