IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 4947 OF 2017

TECHNOLOGY PARK LIMITED ...APPELLANT

VERSUS

THE STATE OF UTTAR PRADESH & ORS. ...RESPONDENTS

WITH

CIVIL APPEAL NO. 4948 OF 2017

AND

CIVIL APPEAL NO(S). 24159-24161 OF 2017

O R D E R

Civil Appeal No.4947 of 2017 and Civil Appeal No.4948 of 2017

1. These civil appeals arise out of the judgment and order passed by the High Court of Judicature at Allahabad in CMWP Nos. 65656/2006 and 14213/2007 dated 06.04.2010.

2. As we intend to affirm the judgment and order passed by the High Court, it is not necessary to deal with the facts of the case in detail. We heard Mr. Aditya Soni, learned counsel for the appellant in detail. Mr. Soni took us through the facts of the case, orders passed by Greater Noida as also the terms of deed of compromise. We also heard Mr. Ravindra Kumar, learned senior counsel for the respondents. The order impugned touches upon multiple issues relating to:

Signature Not Verified
Digitally signed by SHUBHAM SONI
Date: 2024.09.28 10:20:11 IST
Reason:

(A) Legality and validity of invoking the U.P. Zamindari Abolition and Land Reforms Act, 1950 as against the land held by the appellant.

(B) Legality and validity of the land acquisition proceedings initiated with the issuance of Section 4(1) notification dated 10.04.2006.

(C) Legality and validity of the Compromise Deed dated 09.01.1992 entered into between the appellant and the Greater NOIDA which came to be cancelled on 17.08.1996 but set aside by the High Court and yet against cancelled on 11.10.2006 and again set aside by the High Court in the order impugned before us.

(D) Challenge to the rejection of the lay out plans as regards the application for development of the project by the appellant.

3. The High Court by the order impugned, while allowing Writ Petition No. 65656 of 2006, held as under:

> **"This writ petition questions the validity of the order dated 11th October, 2006 passed by the Chairman, Greater NOIDA, whereby the representation of the petitioner company has been rejected after a direction was issued on 17th April, 2003 in Civil Misc. Writ Petition No.14249 of 2002. The order records several facts relating to the petitioner company not possessing the requisite land, the petitioner company not complying with the Master Plan-2021 and withdrawal of the permission of the State Government in relation to the permission for acquiring the land. All these aspects have been dealt with by us in this judgment and in view of the conclusions drawn herein above, the order dated 11th October, 2006 is unsustainable. Accordingly, the order dated 11th October, 2006 is quashed with**

liberty to the authority concerned to pass a fresh order in the matter after giving an opportunity of hearing to the petitioner company. Thus, this writ petition is allowed, however,· without imposing any cost."

4. Having set aside the order dated 11.10.2006, there was no justification for the High Court to further direct that "the authorities concerned shall pass fresh orders after giving opportunity of hearing to the petitioner-Company." With the setting aside of the order dated 11.10.2006, the Compromise Deed dated 01.09.1992 shall survive and continue to operate.

5. In view of the above, the observations of the High Court as indicated hereinabove, are hereby set aside.

6. Now, we return to the Compromise Deed dated 01.09.1992, which is extracted hereinbelow:

DEED OF COMPROMISE

This deed of compromise (out of court settlement) is signed this ninth day of January 1992 between Sri Yogendra Narayan, lAS, Chairman, Greater Noida Industrial Development authority, Main Administrative Building, Sector-6, Noida and Sri Shaka~Rai Malhotra, Managing Director, Technology Parks Ltd. (PTL).

It now witnesseth as under :

1. Both parties have agreed to resolve the disputes by mutual discussion in pursuance of which Sri Shaukat Rai Malhotra has agreed to withdraw:

(a) Writ No. 18627-C of 1991 pending in the Hon'ble High Court of Judicature at Allahabad filed by TPL: against Government of U.P. and others challenging their notification dated 28.1.1991 constituting the Greater NOIDA Industrial Development Authority.

2. The Greater Noida Industrial Development Authority agrees to:

(a) withdraw impleadment application dated 29.7.1991 filed in writ petition No. 9570 of 1989 pending in the Hon'ble High Court of Judicature at Allahabad.

(b) File compromise in O.S. No. 461/91 in the court of Civil Judge, Ghaziabad and FAFO No. 586 of 1991 pending in the Hon'ble High Court of Judicature at Allahabad in terms of this agreement.

(c) File compromise in O.S. No. 613/91 pending in the court of Munsif, Ghaziabad and Misc. case No. 106/91 pending in the court of Civil Judge, Ghaziabad.

Parties hereby agree to endeavour to resolve further difference if any through mutual discussions whenever and wherever possible.

It is further agreed that TPL shall submit his side/building plan for TPL Complex (comprising Industrial, Residential, Institutional and Business Parks) at Surajpur as per Greater NOIDA Industrial Development Authority's Building Directions and Regulations, within 03 months from the date of its notification in the official Gazette and that the Greater NOIDA Industrial Development Authority shall consider the same and may approve it with or without modification within a reasonable time.

The TEL is permitted to continue constructions of:

A. Research and Development Centre.

B. Self ware Development Centre.

C. Central Teel Rooms.

D. Institute of Higher Learning/Corporate Retreat Centre/Mote)

E. World Trade Centre

F. Roads, Overhead Water Tanks, Electricity Supply, Sewerage etc.

According to the map furnished by them to the Authority and annexed to this agreement.

1. That TPL shall not commence any other constructions whether Industrial or Residential

except the ones mentioned in the preceding para. However, the TPL or its allottees can commence the development and constructions only after their maps and plans have been approved by the Greater NOIDA Industrial Development Authority.

2. The TPL shall pay all the prescribed charges to the Authority within 03 months of its demand.

3. This agreement is without prejudice to other parties to the litigations mentioned in clause I above.

Sd/-	**Sd/-**
(Shaukat Rai Malhotra)	**(Yogendra Narayan)**
Managing Director, TPL	**Chairman, GNIDA"**

7. It is evident from the above that the Compromise Deed itself contemplated that the appellant may submit its building plans to Greater NOIDA within three months and the Authority, shall consider the same and may approve it with and without modification within a reasonable time. In our opinion, the deed of compromise is clear and it contemplates the appellant to make an application and the Authority, in exercise of its statutory power, shall consider and pass appropriate orders.

8. The deed of compromise also contemplates the permissible construction and mandates that the appellant shall not commence any further construction whether residential or industrial except the ones mentioned only after the maps and plans have been approved by the Greater NOIDA, which are as under:

"A. Research and Development Centre.

B. Self ware Development Centre.

C. Central Teel Rooms.

D. Institute of Higher Learning/Corporate Retreat Centre/Mote)

E. World Trade Centre

F. Roads, Overhead Water Tanks, Electricity Supply, Sewerage etc."

9. In view of the fact that the Deed of Compromise itself contemplates that the appellant shall make necessary application and the Authority shall consider, we permit the appellant to make an appropriate application which shall be considered and disposed of by the Authority within a period of two months from the date of application.

10. Accordingly, the appeals stand disposed of in the above terms.

11. Pending application(s), if any, shall also stand disposed of.

Civil Appeal No(s). 24159-24161 of 2017

12. Heard Mr. Ravindra Kumar, learned senior counsel for the appellant and Mr. Puneet Bali, learned senior counsel assisted by Mr. Aditya Soni, AOR for the respondent.

13. Having considered the matter in detail, we are of the opinion that the High Court has not committed any error in fact or law.

14. Accordingly, civil appeals stand dismissed.

15. Pending application(s), if any, shall stand disposed of.

……J.
[PAMIDIGHANTAM SRI NARASIMHA]

……J.
[ALOK ARADHE]

New Delhi;
September 23, 2026.
ss

ITEM NO.101 COURT NO.5 SECTION III-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Civil Appeal No(s). 4947/2017

TECHNOLOGY PARK LIMITED Appellant(s)

VERSUS

THE STATE OF UTTAR PRADESH & ORS. Respondent(s)

[PART-HEARD BY : HON'BLE PAMIDIGHANTAM SRI NARASIMHA, AND HON'BLE ALOK ARADHE, JJ.]
IA No. 133423/2023 - APPLICATION FOR PERMISSION
IA No. 303684/2025 - APPLICATION FOR PERMISSION
IA No. 133429/2023 - APPROPRIATE ORDERS/DIRECTIONS
IA No. 303687/2025 - APPROPRIATE ORDERS/DIRECTIONS
IA No. 189131/2024 - APPROPRIATE ORDERS/DIRECTIONS
IA No. 182485/2024 - APPROPRIATE ORDERS/DIRECTIONS
IA No. 303688/2025 - EXEMPTION FROM FILING O.T.
IA No. 133430/2023 - EXEMPTION FROM FILING O.T.
IA No. 4/2014 - INTERVENTION APPLICATION
IA No. 109020/2017 - INTERVENTION/IMPLEADMENT
IA No. 189209/2024 - INTERVENTION/IMPLEADMENT
IA No. 182973/2024 - INTERVENTION/IMPLEADMENT

WITH

C.A. No. 4948/2017 (III-A)
IA No. 6/2014 - INTERVENTION APPLICATION
IA No. 211559/2023 - INTERVENTION/IMPLEADMENT

C.A. No. 24159-24161/2017 (III-A)
IA No. 4/2014 - INTERVENTION APPLICATION
IA No. 211554/2023 - INTERVENTION/IMPLEADMENT

Date : 23-09-2026 These matters were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
HON'BLE MR. JUSTICE ALOK ARADHE

For Appellant(s) : Mr. Ravindra Kumar, Sr. Adv.
Mr. Binay Kumar Das, AOR
Ms. Priyanka Das, Adv.
Ms. Neha Das, Adv.
Mr. Shivam Saksena, Adv.

Mr. Puneet Bali, Sr. Adv.
Mr. Aditya Soni, AOR
Mr. Rajat, Adv.
Mr. Khan Ahmed Darvesh, Adv.

For Respondent(s) : **Mr. Vikas Bansal, Adv.**
Mr. Shashank Shekhar Singh, AOR
Mr. Abhinav Singh, Adv.
Mr. Harshvardhan Vishen Mall, Adv.
Mr. Aaryan Bansal, Adv.

Mr. Puneet Bali, Sr. Adv.
Mr. Aditya Soni, AOR

Mr. Binay Kumar Das, AOR
Ms. Mukti Chowdhary, AOR

Mrs. Prem Lata Bansal, Sr. Adv.
Mr. Shivang Bansal, Adv.
Mr. Ram Avtar Bansal, AOR
Mr. Lakshman Singh, Adv.

Mr. Nishant Bishnoi , AOR

Mr. Raja Chatterjee, Adv.
Mr. Piyush Sachdev, Adv.
Mr. Adeel Ahmed, AOR
Ms. Riya Dutta, Adv.
Ms. Shweta Roy, Adv.
Ms. Chumthunglo Z Ngullie, Adv.
Mr. Qazi Muhammad Farhan, Adv.

Mr. Ankur S. Kulkarni, AOR

Mr. O. P. Gaggar, AOR
Mr. Sachindra Karn, Adv.

Ms. Supriya Juneja, AOR

Mr. Parijat Sinha, Adv.
Mr. Shubham Singh, AOR
Mr. Mohammad Shadab Naqvi, Adv.
Mr. Kamal Kishor, Adv.

Mr. D.N. Goburdhun, Sr. Adv.
Mr. Rohan Kodihar, Adv.

Mrs. Premlata Bansal, Sr. Adv.
Mr. Shivang Bansal, Adv.
Mr. Sudhakar Pandey, Adv.
Ms. Prerana Chaturvedi, AOR

Mr. Ravindra Kumar, Sr. Adv.
Mr. Shivam Saksena, Adv.

Upon hearing the counsel the Court made the following

O R D E R

C.A. No. 4947/2017 & C.A. No.4948/2017

1. The appeals stand disposed of in terms of the signed order.

2. Pending application(s), if any, shall also stand disposed of.

C.A. No(s). 24159-24161/2017

3. The appeals stand dismissed in terms of the signed order.

4. Pending application(s), if any, shall stand disposed of.

(SHUBHAM SONI)
COURT MASTER (SH)

(NIDHI WASON)
ASSISTANT REGISTRAR