



HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 23372 of 2023

Jaypee Infratech Limited

.....Petitioner(s)

Versus

New Okhla Industrial Development Authority And
2 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Jatin Kumar Mishra, Kali Azad
Counsel for Respondent(s)	:	Kaushalendra Nath Singh, Praveen Kumar

Court No. - 3

HON'BLE SHEKHAR B. SARAF, J.
HON'BLE PRAVEEN KUMAR GIRI, J.

1. Heard Mr. Shashi Nandan, Senior Advocate, Mr. Anurag Khanna, Senior Advocate, assisted by Mr. Rohan Gupta, Mr. Kali Gupta (Azad), Mr. Pranay Kumar, Ms. Kriti Gupta, Ms. Vertika Srivastava and Mr. Harshit Gupta, learned counsel appearing on behalf of the petitioner, Mr. Manish Goel, Senior Advocate, assisted by Mr. Kaushalendra Nath Singh, appearing on behalf of NOIDA Authority and Mr. Amit Saxena, Senior Advocate, assisted by Mr. Praveen Kumar and Pranav Tanwar, appearing on behalf of YEIDA and Mr. Arimardan Singh Rajput, learned Additional Chief Standing Counsel for the State.

2. By an earlier order dated October 10, 2023, a coordinate Bench of this High Court had heard this matter and passed an interim order, which is delineated below:

“Considering the arguments advanced by learned counsel for the writ petitioner it is provided that no coercive steps be taken against the petitioner for recovering the amount under the impugned demand until further orders provided the petitioner deposit a sum of Rs. 40 Crores with the respondent no. 1 within one month from today.”

3. The present dispute arises from the interpretation of clause 7.2.1(j) of the agreement dated February 2, 2003 entered into between the Taj Expressway Industrial Development Authority [(now Yamuna Expressway Industrial Development Authority) (YEIDA)] and Jai Prakash Industries Limited (now Jaypee Infratech Limited). The relevant clause is delineated below:

“j). External development including electric supply, water supply, drainage arrangements etc. in relation to land which are already developed specially in Noida or Greater Noida released by TEA in accordance with this agreement, shall be by TEA without any cost to the concessionaire within a reasonable period of handing over of such land. For external development of other undeveloped land released by TEA in accordance with this Agreement, TEA shall assist the Concessionaire, on best effort basis, to arrange it through other authorities who may be involved in development of nearby lands, without any cost to TEA. However, internal development within such land shall be carried out by the Concessionaire at its own cost.”

4. Mr. Shashi Nandan, Senior Advocate, appearing on behalf of the petitioner, has submitted that the above clause requires the external development, including development with regard to water supply, to be made by YEIDA as per the agreement.

5. Per contra, Mr. Amit Saxena, Senior Advocate, appearing on behalf of the YEIDA, submits that the clause is categorical with regard to cost to be borne by YEIDA for external development in relation to the land that had already been developed by NOIDA or Greater NOIDA that was released by YEIDA in accordance with the agreement. With regard to any subsequent release of land after the date of the agreement, YEIDA was only required to assist the petitioner, however, the cost for external development of such land would be borne by the petitioner.

6. This argument is vehemently opposed by Mr. Shashi Nandan, Senior Advocate, who submits that the clause makes it clear that it is only the internal development cost that was to be borne by the petitioner. The crux of the issue lies in the notice issued by NOIDA on March 15, 2023, wherein, a sum of approximately Rs. 139.86 crores has been sought for by the NOIDA Authority for grant of water and sewer connections to the petitioner.

7. Mr. Manish Goel, Senior Advocate, appearing on behalf of NOIDA Authority, submits that this sum has now been reduced by Rs. 1682.87 lakhs. Accordingly, a sum of approximately Rs. 123 crores is payable by the petitioner for availing of the water connection. It is to be further noted that in the year 2012 a letter had been written by YEIDA to the State Government seeking exemption for a sum of Rs. 60 crores that had been sought for by the NOIDA Authority with regard to the external developments for water and sewer connections. This application is still pending with the Government.

8. Keeping in mind the fact that the residents and occupants of the entire area with regard to the sectors in question that have been developed by petitioner are presently using tubewell water, that is not optimum for various purposes, a proper water connection is required for the health of the residents and occupants and also for proper regulation of water as per the National Green Tribunal Guidelines.

9. Learned counsel for the petitioner submits that they are willing to provide the bank guarantee from a nationalized Bank within one week for

a sum of Rs. 60 crores that is to be renewed every year 15 days prior to the expiry of the same on the condition that water supply may be started by the NOIDA Authority.

10. Learned counsel for the NOIDA Authority has agreed to the same on the understanding that the issue as to who is responsible for making the payment is decided by the State authorities expeditiously.

11. In light of the same, the respondent no. 3 is directed to take a decision on the letter written by YEIDA dated March 20, 2012 after granting an opportunity of hearing to all the relevant parties, including YEIDA, NOIDA and the petitioner. The above decision should be taken by the authorities within a period of 12 weeks keeping in mind the urgency of the matter. The recovery of the balance amount of approximately Rs. 23 crores is stayed until further orders.

12. We make it clear that once the water connection is given, the regular water payment shall be made by the residents and the occupants of the areas concerned, in accordance with law. The authorities are directed to ensure that the water connection is started within a period of two weeks after production of the bank guarantee from a nationalized Bank by the petitioner.

13. Let this matter appear on 12.01.2026.

(Praveen Kumar Giri,J.) (Shekhar B. Saraf,J.)

September 11, 2025

K.K. Maurya