

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 1284 OF 2024**

IN THE MATTER OF:

TARUN KUMAR JAIN

.... APPLICANT

VERSUS

KANPUR DEVELOPMENT AUTHORITY & ORS.

.... RESPONDENTS

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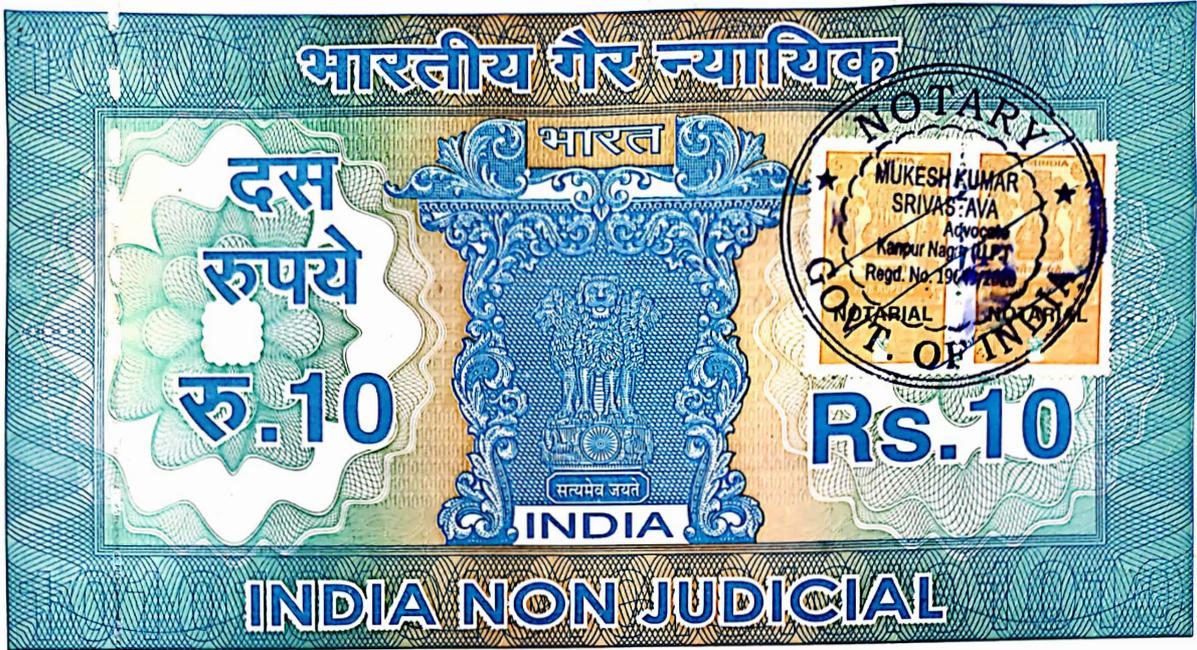
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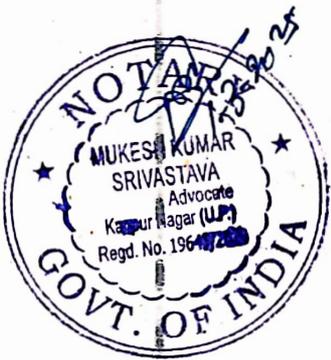


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उत्तर प्रदेश UTTAR PRADESH

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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
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IN THE MATTER OF:

TARUN KUMAR JAIN APPLICANT
VERSUS
KANPUR DEVELOPMENT AUTHORITY & ORS.
..... RESPONDENTS

**REPLY AFFIDAVIT ON BEHALF OF RESPONDENT NO. 1,
KANPUR DEVELOPMENT AUTHORITY**

I, Ajay Kumar, S/o Shri Gopal Singh, aged about 39 years, R/o Motijheel Kanpur Nagar, Posted as Officer on Special Duty, Zone-3 do hereby solemnly affirm and state on oath as under:

1. That I am of the Respondent No. 1, Kanpur Development Authority. I say that I am fully conversant with the facts of the case and in the abovementioned official capacity I am competent and authorized to swear the present Affidavit.
2. That the averments made in the captioned Original Application may be treated as denied unless specifically admitted herein. The said averments made be treated as denied if even if they are not specifically traversed in the present Affidavit. Nothing in the present Original Application or the documents annexed therewith may be treated as admitted unless specifically done so in the present Affidavit.



Ajay

3. That the issue in the present case relates to land bearing Plot no. 70 Block W-1, Kanpur City, having an area of 5138.67 square meters.
4. That the Respondent No. 1, Kanpur Development Authority, has been constituted under Section 4 of the U.P. Urban Planning and Development Act, 1973 as a Development Authority for the purposes of town planning and urban development in the city of Kanpur. It has an objective of promoting and securing the development of the development area according to plan.

PRELIMINARY SUBMISSIONS

5. That the Respondent No. 1 Authority is committed to maintaining the sanctity of the park established in the plot in question, in compliance with law, and as per the provisions of the Uttar Pradesh Parks, Playgrounds and Open Spaces (Preservation and Regulation) Act, 1975. The Respondent No. 1 has consistently taken the stance that the plot cannot be allotted to the Respondent No. 5 for the purposes of setting up a school, since a park was developed on the plot in question, and the same was also notified by Kanpur Nagar Nigam under the Uttar Pradesh Parks, Playgrounds and Open Spaces (Preservation and Regulation) Act, 1975. The Respondent No. 1 has maintained this stance throughout extensive litigation involving the same plot, and has



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also offered a choice of 6 alternate plots to the Respondent No. 5 instead of the plot in question.

6. That the Respondent No. 1 is has not engaged in any tree cutting and is committed to protecting the park and maintaining green cover in the region in order to ensure preservation of the environment, and to uphold larger public interest.

FACTS IN BRIEF

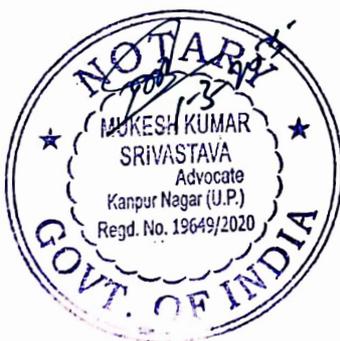
7. That the Plot no. 70 Block W-1, Kanpur City, measuring 5138.67 square meters was allotted to the Respondent No. 5 by the Respondent No. 1 Authority by order dated 19.01.1984 for a lease period of 99 years for the purposes of setting up a school. There was a dispute with regard to the compliance with terms and conditions of the allotment due to which the Respondent No. 5 filed a Complaint Case No.1222 of 2002 (Jawahar Vidya Samiti vs. Kanpur Development Authority and another) before the Hon'ble District Consumer Disputes Redressal Forum, Kanpur, which was allowed vide order dated 19.12.2003.

8. That against the aforesaid order dated 19.12.2003, the Respondent No. 1 filed an Appeal No.165 of 2004 (Kanpur Development Authority through Vice Chairman vs. Jawahar Vidya Samiti) before the Hon'ble State Consumer Disputes Redressal Commission, U.P. Lucknow, which was dismissed by order dated



03.07.2015 and the judgment and order of the Hon'ble District Consumer Forum dated 19.12.2003 was affirmed. Against the order of the Hon'ble State Consumer Disputes Redressal Commission, the Respondent No. 1 filed a Revision Petition No.3201 of 2015 before the Hon'ble National Consumer Disputes Redressal Commission, New Delhi which was also dismissed by judgment and order dated 28.11.2019. Against the aforesaid judgment and order of the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, the Respondent No. 1 filed a Special Leave Petition (Civil) Diary No(s).24590/2020, which was dismissed by Hon'ble Supreme Court by order dated 15.12.2020.(Annexure A-2)

9. That thereafter, the Respondent No. 1 executed a registered lease deed dated 23.01.2021 in favor of the Respondent No. 5 for the aforesaid plot. A true copy of the lease deed dated 23.01.2021 is annexed hereto and marked as **Annexure R1/1**
10. That in the meanwhile, when the question of handing over possession arose, it was informed by the Assistant Engineer/ Executive Engineer (Zone-3) of the Respondent No. 1 Authority vide report dated 18.03.2021 (**Annexure A-3**) that the plot in question was developed as a park, with a boundary wall, pathway, temple, two banyan trees, one peepal tree, two neem trees and two

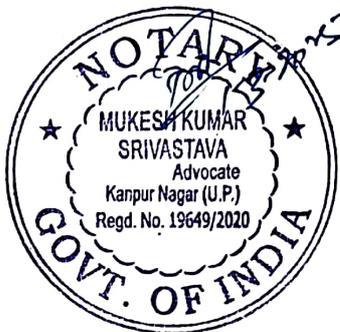


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kadam trees, and was being utilized as such by the local residents. Therefore, delivery of possession of the plot was not possible. Furthermore, the Respondent No. 1 received representations from the local residents demanding that the park may be preserved in public interest. A true copy of representations submitted by the local residents is annexed hereto and marked as **Annexure R1/2**

11. That in the year 2016, Kanpur Nagar Nigam had published a notification inviting objections from the general public under Section 4 of the Uttar Pradesh Parks, Playgrounds and Open Spaces (Preservation and Regulation) Act, 1975 notifying a number of properties which were proposed to be declared as parks and playgrounds. The said Plot no. 70 Block W-1, Kanpur City was also in the list. A true copy of the notification dated 13.01.2016 published by Kanpur Nagar Nigam in newspaper "Amar Ujala" is annexed hereto and marked as **Annexure R1/3**

12. That pursuant to this, the final notification was also published by Kanpur Nagar Nigam on 29.05.2016, and the plot in question was included in the said notification. Therefore, the nature of the plot being established as being a "park", its status could not be changed in light of the statutory provisions of the Uttar Pradesh Parks, Playgrounds and Open Spaces (Preservation and Regulation) Act, 1975, and therefore, the plot could not be allotted



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to the Respondent No. 5. It may be noted that the said notifications came to the knowledge of the Respondent No. 1 at a belated stage. A true copy of the notification dated 29.05.2016 published by Kanpur Nagar Nigam in newspaper "Amar Ujala" is annexed hereto and marked as **Annexure R1/4**

13. That in view of this, in the interests of preserving the nature of the park and maintaining green cover, the Respondent No. 1 Authority passed an order dated 04.07.2022 cancelling the allotment of the said plot, and refunding the money paid by the Respondent No. 5 with interest. Notably, the lease deed had been executed before the Respondent No. 1 was made aware that a park had been developed on the plot. A true copy of the order dated 04.07.2022 passed by Kanpur Development Authority is annexed hereto and marked as **Annexure R1/5**

14. That the Respondent No. 5 herein filed WRIT-C No. 23521/2022 before the Hon'ble High Court of Judicature at Allahabad challenging the order dated 04.07.2022 passed by the Respondent No. 1 Authority. The said writ petition is currently pending.

15. That furthermore, a suit for cancellation of the lease deed dated 23.01.2021, being Suit No. 1625/2022 was filed before the Ld. Civil Judge (Sr. Division) Kanpur Nagar. (**Annexure A-5**)



16. That the Respondent No. 1 has also approached the Hon'ble High Court of Judicature at Allahabad through WRIT-C No. 30250 of 2022 praying that Kanpur Development Authority may be permitted to give an alternate piece of land in place of the plot in question as it has been declared a park. The said writ petition was disposed of vide order dated 22.12.2022 directing the Respondent No. 1 herein to file appropriate application before the Hon'ble District Consumer Forum. (Annexure A-6)

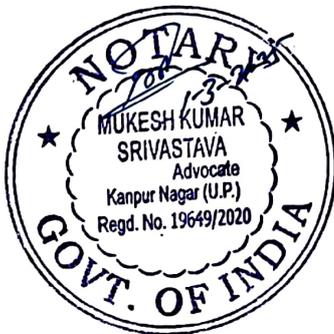
17. That an Execution Case No.4 of 2020 was filed by the Respondent No. 5, which is pending before the Hon'ble District Consumer Disputes Redressal Commission, Kanpur Nagar for execution of the judgment and order dated 19.12.2003. Coercive orders were passed against officials of the Respondent No. 1 through issuance of non-bailable warrants against the Vice Chairman, Kanpur Development Authority. Aggrieved by the same, the Respondent No. 1 filed WRIT-C No. 17800 of 2023 before the Hon'ble High Court of Judicature at Allahabad, which was dismissed vide order dated 24.05.2023. The same was challenged by the Respondent No. 1 before the Hon'ble Supreme Court in SLP (C) No. 13906 of 2023, which was disposed of vide order dated 10.07.2023, directing that all contentions urged by the parties in WRIT-C No. 23521/2022 pending before the Hon'ble High Court of Judicature



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at Allahabad would remain open to be urged. A true copy of the order dated 24.05.2023 passed by the Hon'ble High Court of Judicature at Allahabad in WRIT-C No. 17800 of 2023 is annexed hereto and marked as **Annexure R1/6A** true copy of the order dated 10.07.2023 passed by the Hon'ble Supreme Court in SLP (C) No. 13906 of 2023 is annexed hereto and marked as **Annexure R1/7**

18. That pursuant to this, the Respondent No. 1 vide letter dated 17.08.2023 (**Annexure A-7**) offered 6 alternate plots to the Respondent No. 5 instead of the plot in question which was declared as a park. The said offer of alternate plots has also been recorded by the Hon'ble High Court of Judicature at Allahabad vide order dated 18.11.2024. However, the Respondent No. 5 failed to exercise the option. Furthermore, the Hon'ble High Court has also stayed the execution of non-bailable warrants against the Vice Chairman, Kanpur Development Authority vide order dated 09.12.2024 in WRIT-C No. 23521/2022. A true copy of order dated 18.11.2024 passed by the Hon'ble High Court of Judicature at Allahabad in WRIT-C No. 23521/2022 is annexed hereto and marked as **Annexure R1/8A** true copy of order dated 09.12.2024 passed by the Hon'ble High Court of Judicature at Allahabad in



WRIT-C No. 23521/2022 is annexed hereto and marked as

Annexure R1/9

19. That this same issue relating to the same plot had come up before this Hon'ble Tribunal earlier in O.A. No. 494 of 2023, which was disposed of vide order dated 19.01.2024.

PARA WISE REPLY

20. That the contents of Para 1 are denied and it is submitted that the Respondent No. 1 has not been involved in cutting of any trees, and the Respondent No. 1 remains committed to preservation of environment and ecology as per law.

21. That the contents of Para 2 are denied and it is submitted that the Respondent No. 1 has not been involved in cutting of any trees, and the Respondent No. 1 remains committed to preservation of environment and ecology as per law.

22. That the contents of Para 3 merit no response.

23. That the contents of Para 4 are a matter of record and it is submitted that the Respondent No. 1 remains committed to preservation of environment and ecology as per law.

24. That the contents of Para 5 are a matter of record and merit no response.

25. That the contents of Para 6 are a matter of record and merit no response.



26. That the contents of Para 7 are a matter of record and merit no response.
27. That the contents of Para 8 are a matter of record and merit no response.
28. That the contents of Para 9 are a matter of record and merit no response.
29. That the contents of Para 10 are a matter of record and merit no response.
30. That the contents of Para 11 are denied and it is submitted that the Respondent No. 1 has not been involved in cutting of any trees, and the Respondent No. 1 remains committed to preservation of environment and ecology as per law.

PARA WISE REPLY TO FACTUAL BACKGROUND

31. That the contents of Paras No. 1-8 are a matter of record and merit no response.
32. That the contents of Paras No. 9-11 merit no response.
33. That the contents of Para 12 merit no response and it is submitted that the Respondent No. 1 has no intention of changing the nature of the park, and indeed the Respondent No. 1 has proposed 6 alternate plots to the Respondent No. 5 instead of the plot in question, so as to preserve the nature of the park and maintain green cover. (Annexure A-7)



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34. That the contents of Para 13 are denied in view of the submissions made above. It is reiterated that the Respondent No. 1 has not been involved in cutting of any trees, and the Respondent No. 1 remains committed to preservation of environment and ecology as per law.

35. That the contents of Para 14 are denied in view of the submissions made above.

36. That the contents of Para 15 are denied in view of the submissions made above.

REPLY TO GROUNDS

37. That the Grounds mentioned in the captioned O.A. are rejected as being baseless, arbitrary and vexatious. It is submitted that the Respondent No. 1 has not been involved in cutting of any trees, and the Respondent No. 1 remains committed to preservation of environment and ecology as per law. Furthermore, the Applicant has failed to provide any documents or photographs in order to establish his claims of tree cutting as alleged.

38. That the Limitation clause is baseless as the Applicant has no cause of action in the present O.A.

39. That in view of the above, the present O.A. deserves to be dismissed as being frivolous, baseless and vexatious.



40. That the above response of Respondent No. 1 is submitted before this Hon'ble Tribunal for its perusal and necessary consideration.


DEPONENT

VERIFICATION

Verified at Kanpur on this 1st day of February 2025 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.


DEPONENT



Certified that this documents presented affidavit sworn before me on.....
by shri Ajay Kumar.....
The Contents have been read over and explained to him who is Identified by Shri.....


Mukesh Kumar Srivastava Advocate
(Notary Govt. of India) Kanpur Nagar (U.P.)

कानपुर विकास प्राधिकरण
कानपुर



आईडीओ नं० : आ-45

अजय कुमार
उपजिलाधिकारी विशेष कार्याधिकारी
पी.सी.एच.

जन्मतिथि : 01/01/1986
पिता का नाम : श्री गोपाल सिंह
ब्लड ग्रुप : बी (1)
मोबाइल नं. : 9891361483
पता : ए-02, बेनाझायर
कानपुर, नगर

सचिव

कानपुर विकास प्राधिकरण
मोतीझील, कानपुर-208002
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LEASE execute
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उत्तर प्रदेश UTTAR PRADESH

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We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated 23/1/2021 on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

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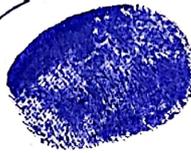
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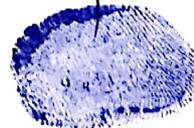
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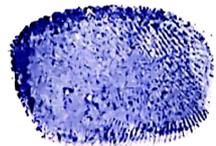
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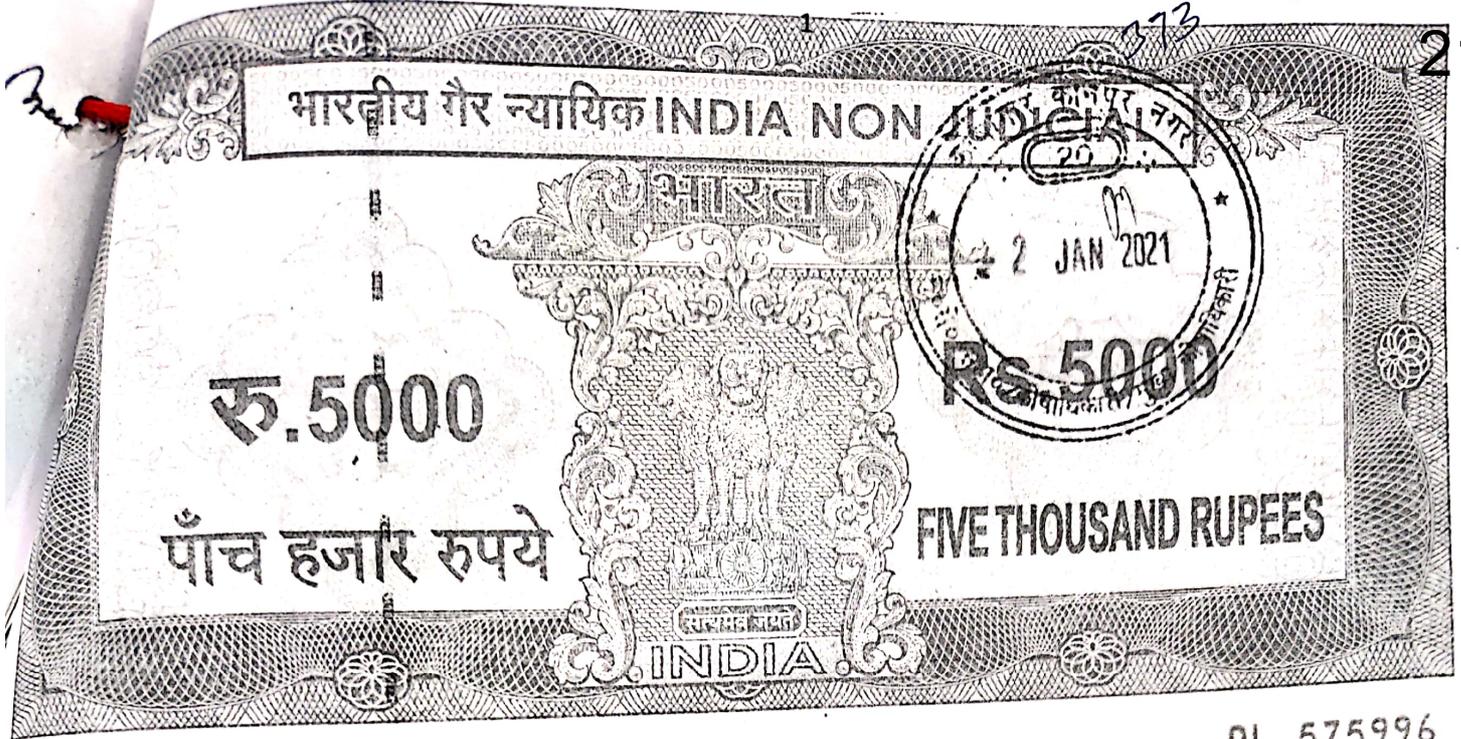
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We, the KANPUR DEVELOPMENT
 AUTHORITY, KANPUR Jawahar Vidya Samiti
 Through its Director Shri Sudhir Shukla S/o, Late
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 Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar
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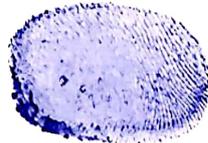


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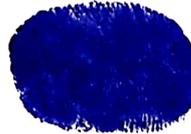
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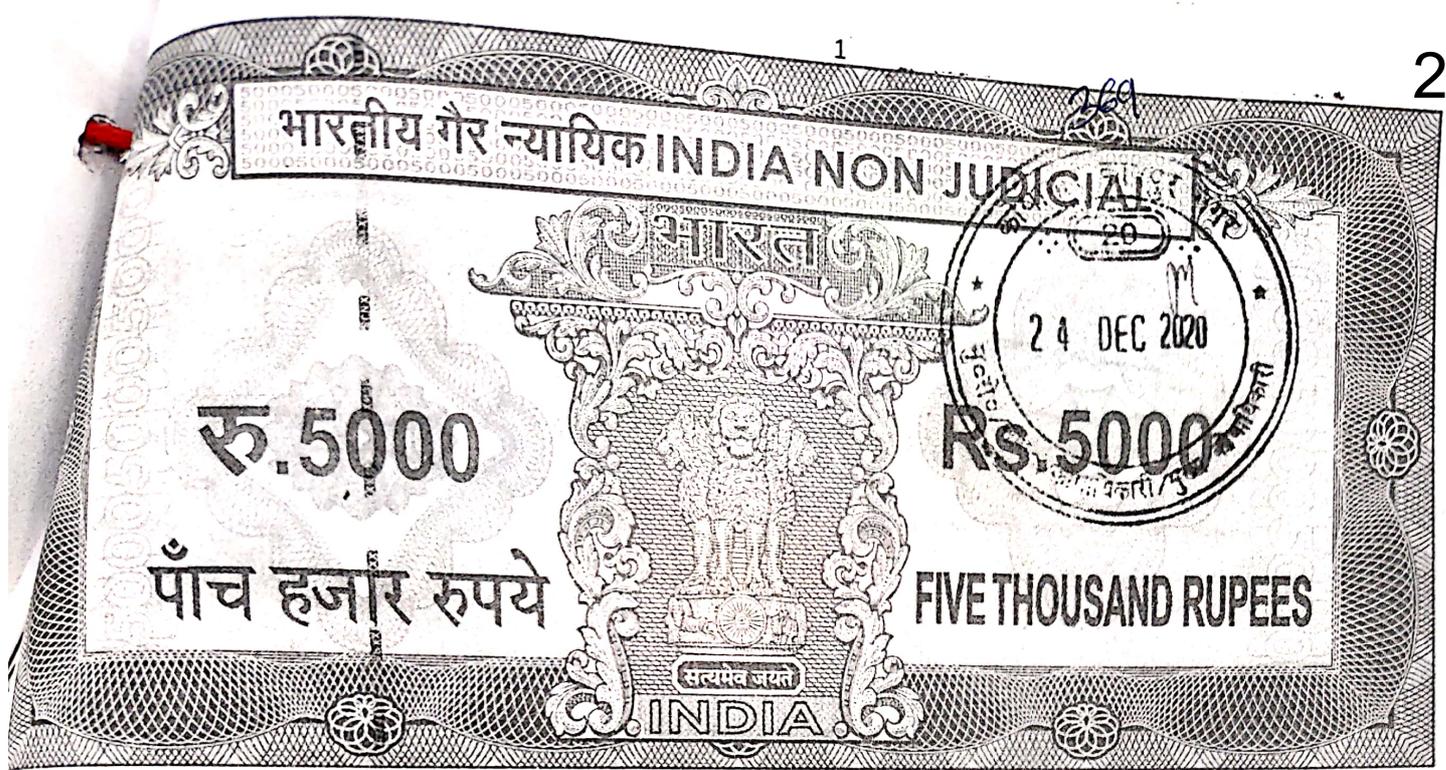
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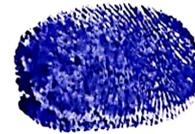


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रु.5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

24 DEC 2020

DL 564879

उत्तर प्रदेश UTTAR PRADESH

We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated..... on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

Deed prepared by.





भारतीय गैर न्यायिक INDIA NON

216

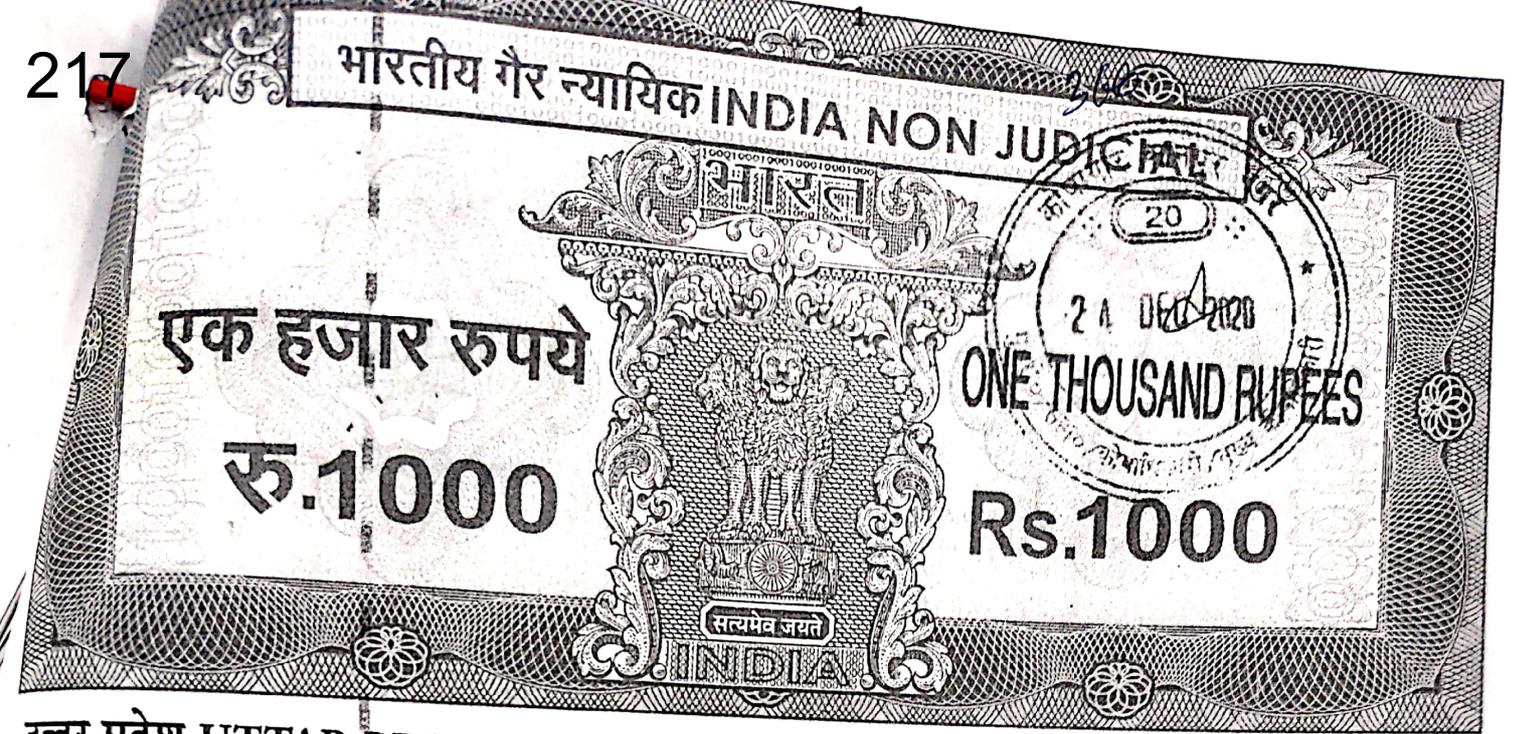


उत्तर प्रदेश UTTAR PRADESH

DL 572740

We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated..... on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

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उत्तर प्रदेश UTTAR PRADESH

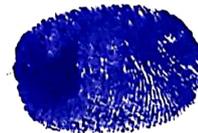
BR 399740

We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated..... on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

Deed prepared by.


S.D.C.







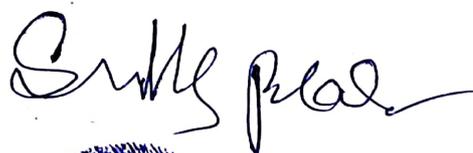
उत्तर प्रदेश UTTAR PRADESH

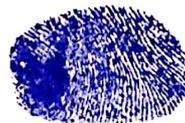
BR 399739

We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated..... on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

Deed prepared by.


S.N.P.





भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते

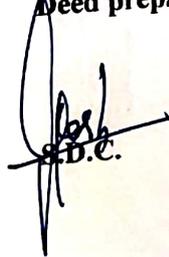
INDIA

उत्तर प्रदेश UTTAR PRADESH

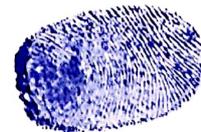
BR 399741

We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated..... on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

Deed prepared by.


S.D.C.





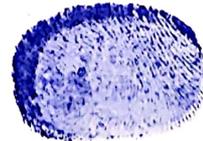


BR 399742

उत्तर प्रदेश UTTAR PRADESH

We, the KANPUR DEVELOPMENT AUTHORITY, KANPUR Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar have executed a LEASE DEED dated..... on the term and conditions in the print and have paid the stamp duty of Rs 64,000.00 by means of these stamp sheets which are attached to the document.

Deed prepared by.



362

THIS LEASE DEED made on the..... this day of..... In the year between Kanpur Development Authority, Kanpur here in after called the development Authority Which Expression shall, unless the context dose not so admit and assigns) of the one part and and Jawahar Vidya Samiti Through its Director Shri Sudhir Shukla S/o, Late S.N.P. Shukla Address 117/461, Block- O, Geeta Nagar/ Naveen Nagar Kakadeo, Kanpur Nagar hereinafter called the leasse (which expression shall, unless the context dose not so admit Includes his/her heirs executors, administrators, representatives and permitted assigns) of other part.

WHEREAS A under the provision of Uttar Pradesh urban planning & Development Act XI of 1973 relating to the disposal of building sites the Development Authority has agreed to demise and lessee had agreed to take on lease, the plot of land herein after described on the terms and conditions herein after appearing for the purpose of constructing A Primary School Building according to the standard Design & Set Back And building plan to be approved by the vice chairman of the development Authority and WHEREAS such as demise has been confirmed by the predecessor in interest of the Development Authority.

1. NOW THIS LEASE DEED WITHSSETH AS FOLOWS:

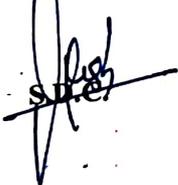
That in consideration of the premium of Rs 4,41,925.64 (Rupees Four lacs Fourty One Thousand Nine Hundred Twenty Five and paise Sixty Four only) out of which whole amount of Rs 4,41,925.64 (Rupees Four lacs Fourty One Thousand Nine Hundred Twenty Five and paise Sixty Four only) have been paid by the lessee to the development Authority at the rate of Rs. 86.00 the receipt where of the development Authority both hereby (acknowledge) And the . . .

Land Cost	-	Rs	4,41,925.64
Interest	-	Rs	4,26,366.76
Total	-	Rs	<u>8,68,292.40</u>

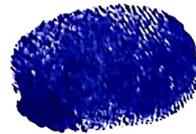
शासनादेश संख्या- 17/2015/703/11 स0वि0का0नि0-7-15-500(8)/10 दिनांक 11 जून 2015 के कम में कानपुर विकास प्राधिकरण के अधिकारियों एवं कर्मचारियों के बच्चों के लिये द्यूशन फीस में 50 प्रतिशत एवं प्रत्येक कक्षा में नये प्रवेशों के लिये कक्षा में कुल संख्या के 5 प्रतिशत जो कम से कम 02 होगी का आरक्षण दिया जायेगा।

शैक्षणिक संस्था को समाज के सभी वर्गों के गरीबी रेखा के नीचे जीवन-यापन करने वाले परिवारों के बच्चों को प्रवेश के लिये 10 प्रतिशत स्थान आरक्षित कर प्रवेश दिया जाना अनिवार्य होगा साथ ही कुल देय फीस में 50 प्रतिशत की छूट दिया जाना अनिवार्य होगा।

Deed prepared by.







Plot No. - 70

Block- W/1

2

361

Scheme no.II Juhi Kalan

Provision and Agreements here in contained and on the part of the Lessee to be respectively paid, observed and performed the Development Authority both hereby demise and lease to the lessee, all

That Plot of land Numbered as 70

Situated in Block W/1

At Scheme No. Scheme no.II Juhi Kalan

Containing by admeasurements 5138.67 Square meter be the same of little more or less and bounded

On the North by : 40.00 Feet Road

On the south by : Plot No. 70A

On the East by : 40.00 Feet Road

On the West by : 40.00 Feet Road

And which said plot of Land is more clearly delineated and shown in the attached plan to Hold the said plot of land premises (Hereinafter referred to as " the demised premises") with their appurtenances unto the lessee for the terms of 90 (Ninety) years from the date of this Lease (hereinafter called "the said term") except and always

Reserving to the Development Authority.

- A right to lay water mains, drains, sewers or electric wires under for over the demised premises if deemed by the Vice-Chairman of the Development Authority in developing the area.
- Full rights and title to all mines and minerals in and under the demised premises or any part thereof.
- In consideration of lease rent amounting to Rs 44,193.00 (Rupees Forty Four Thousand One Hundred Ninety Three) equal to 10% of the total amount of premium having paid in advance in pursuance with G.O. No. 6795/115 80 N I- 86, dated 23-10-1986 for the entire period of lease.

यह निबन्धन मान0 जिला उपभोक्ता फोरम कानपुर नगर के परिवाद सं0 1222/2002 जवाहर विद्या समिति बनाम कानपुर विकास प्राधिकरण में पारित आदेश दिनांक 19.12.2003 के पश्चात् मान0 राज्य उपभोक्ता विवाद प्रतिलोष आयोग लखनऊ में योजित अपील सं0 165/2005 व मान0 नेशनल कमीशन नई दिल्ली में योजित रिवीजन पिटीशन संख्या-3201/2015 तथा मान0 उच्चतम न्यायालय नई दिल्ली में योजित एस0एल0पी0 (सिविल) डायरी नम्बर 24590/2020 आई0ए0 नम्बर-118430/2020 खारिज हो जाने के फलस्वरूप मान0 जिला उपभोक्ता फोरम कानपुर नगर के आदेश दिनांक 19.12.2003 के अनुपालन में उपाध्यक्ष महोदय के अनुमोदन दिनांक 11.01.2021 के आधार पर धनराशि जमा कराकर लीजडीड निष्पादन की कार्यवाही की जा रही है।

2. AND THE LESSEE DEED HEREBY COVENANT WITH THE DEVELOPMENT AUTHORITY IN THE MANNER FOLLOWING:

Deed prepared by.







Plot No. - 70

Block- W/1

Scheme no.II Juhi Kalan

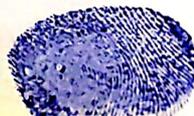
A. That the lessee will pay to the Development Authority, the balance of premium with interest Thereon at..... percent per annum by means orsix monthly equated instalment of RS..... Each on the first day of First day of..... each year the first of such instalments to fall due on the first day of.....and in Case of any such instalments remaining in area, the Vice-Chairman of the Development Authority shall have the.....

(besides other available here under to recover the whole of the premium due on the date of such default or to recover only the installment or installments in respect of which the default has been made together with cost and interests at---x---x---x---percent per annum on the installments in arrears up to date of realization. Such dues besides other means of recovery shall also be recoverable in the manner provided under section 40 of the urban planning & Development Act XI of 1973.

- B. That the building to be constructed on the demised premises shall remain hypothecated for the payment of the yearly lease rent and the amount of dues payable to the Development Authority as provided in clause 2 (m), the balance of the premium and interest due thereon and they are hereby hypothecated by the lasses favor of the Development Authority and the amount due as aforesaid shall constitute the first charge thereon.
- C. That the lessee will pay unto the development authority at its office or as otherwise directed, the said yearly rent clear of all deduction on the days in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains remains in arrears , the vice Chairman of the Development Authority shall duly recover the same together with.....xxx..... percent interest and costs.
- D. That the lessee will bear, pay and discharge all rated, taxes, charges and assessment of every description which may during the said term be assessed charged or impounded upon either on the land-lord or the tenant or the occupier in respect of the demised premises or the building erected thereupon.
- E. That the lessee will obey and submit to all byelaws and rules of the Kanpur Development Authority, now existing or hereafter to exists so far as the same are incidental to the possession of immovable property or so far as they effect the health safety or convenience of the other inhabitants of the place.
- F. That the lessee will at his/her own erect on the demised premises in accordance with the plan, elevation and design, and in a position to be approved by the Vice-Chairman of The Development Authority in writing and in substantial and workman like manner.
- A primary School Building According to the layout design. Set back & Building plan to be approved.**
- With all necessary sewers, drain and other appurtenances, according the development Authority's rules and byelaws in respect of building , drains latrines and connection with sewer and will commences the construction of such building within the period of one year and will completely finish the same fit fat habitation and use within the period of two years from the date of these presents or within such extended period of time as may be allowed by Vice-Chairman of the development Authority in writing.

Deed prepared by.

S.D.C.



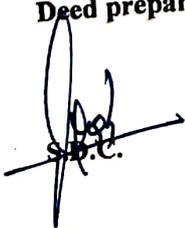
Plot No. - 70

Block- W/1

Scheme no.II Juhi Kalan

- G. That the lessee will demised premises and the building at all times in state of good and substantial repairs and in a sanitary condition to the satisfaction of the Vice-Chairman of the Development Authority.
- H. That the lessee will at his/her own expense enclose the demised premises by means of boundary walls to be constructed according to the plan and design to be approved by the Vice-chairman of the Development Authority and will carefully preserve such walls in good and substantial repair.
- I. That the lessee will not make, or permit to be made any alteration or addition to the said buildings or other erection for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the terms of such permission and the plan to be approved by the Vice-chairman of the development Authority and in case of any deviation from such terms or plan, will immediately, upon receipt of notice from the Vice-chairman of the development Authority, requiring him/her so, to do correct such deviation as aforesaid, and if the lessee shall neglect to correct the deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the Vice-chairman of the development Authority, requiring him/her to be reimburse by paying to the development Authority (Whose decision shall be final) shall fix in that behalf.
- J. That the lessee will provide and maintain in good repairs a properly constructed road or path to the satisfaction of the Vice-Chairman of the Development Authority leading from the public road to the building to be erected on the demised premises.
- K. That the lessee will not carry on or permit to be carried on the demised premises any Abnoxious trade or business whatsoever or use the same or permit the school to be used for any religious purpose or any purpose other than **A Primary School Building As aforesaid** Without the previous consent in writing of the Vice-Chairman of the development Authority and subject to such terms and conditions as the Vice-chairman of the development Authority may impose and which may be or grow to be done. On the demised premises or any part thereof, any act or things Development Authority or the owners or occupiers of other premises in their neighborhood.
- L. That the lessee will in no case assign, relinquish mortgage, sublet, transfer or part with possession of any portion less than whole of the premises nor cause any division thereof by metes and bounds or otherwise

Deed prepared by.





Plot No. - 70

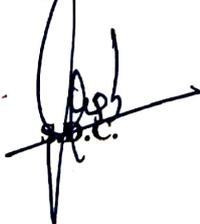
Block- W/1

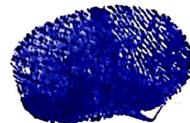
Scheme no.II Juhi Kalan

Or otherwise will not, without the previous in writing the Vice-chairman of the development Authority transfer, sublet, relinquish mortgage or assign his/her interests in the demised premises or, the building standing thereon or both as whole; and every such transfer, sublet RELIQUISHMENT, mortgage or subletting of the whole of the demised premises or building or both shall be subject to and the transferees, assignees or sub-lessee, shall be bound by all the covenants and condition herein contained and be answerable to the Vice-chairman of the Development Authority in all respect therefore, PROVIDED always that if the lessee or his/her transferees or permitted assigns, as the case may be, will assign, relinquish mortgage, subject or transfer the demised premises as a whole for the residue of the said term. He/she will deliver at his/her own expense to the Development Authority at its office and attested copy of the assignment, relinquishment, mortgage or transfer deed together with notice thereof within a month after a same shall have been duly registered under the Indian registration Act or any other amending Statue.

M. THAT SUBJECT TO OTHER CONDITION HEREIN CONATIN IN CASE SUSEQUENT TRANSFER OR RELINQUISHMENT AS FORESAID, OF THE DEMISES PREMISES WHICH TAKES PLACE BEFORE THE COMPLETION OF THE BUIDING THEREON ACCORDING TO THE PLAN SANCTIONED by the Vice-Chairman of the development Authority the Vice-Chairman of the development Authority shall be entitled to realize 40 pc. (forty percent) of the difference in the premium received and paid by then transferor and where the vice-chairman of the development Authority has reason to doubt the genuineness of the premium declared as receive by the transferor. He will a premium which will be the reasonable market value on the date of the proposed transfer. The Vice-Chairman of the Development Authority will have the sole option either to allow the transfer of the premium fixed by him and claim 40 pc. (Forty percent) of the difference in the premium this fixed and the one paid by the transferor to the Development Authority or it may secure a reconveyance of the Lessee's right in the land at the premium alleged to have been obtained by the transferor minus 40(Forty percent) of the difference between the said premium and the premium previously paid by transferor to the Development Authority No Transaction for such transfer or Relinquishment shall be entered into Completed or considered to be valid unless and until the reasonable premium mentioned above or the aforesaid option to be exercised by the Vice-Chairman of the Development Authority has been fixed or duly exercised by the Vice-Chairman of the Development Authority has been paid and permission to transfer to relinquishment has been duly given by the Vice-Chairman of the Development Authority.

Deed prepared by.





Plot No. - 70

Block- W/1

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Scheme no.II Juhi Kalan

- N. That the lessee will permit the members, officers and subordinates of the development Authority and workmen and others employed by them from time ands At all reasonable time of the day during the said after three days, previous notice or enter into and upon the demised premises in order to inspect the same and carry on necessary works mentioned herein before and the lessee will give notice of the liability specified in this sub-clause to his/her tenants.
- O. That the lease will not make any excavation upon any part of the demised premises and Remove any stone, sand, gravel, clay earth or any other materials there from.
- P. That the lessee will be jointly and severally responsible for the observation of the terms and conditions mentioned herein before for the payment of all dues, due to Development Authority and any violation of any of term and condition by any of the lessees shall be deemed to be a violation by both and it will be lawful for the Development authority to take action under the terms of the Deed against both of the lessees.
- Q. That the lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structure of any description what over for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Vice-chairman of the Development Authority in writing.
- R. That the lessee will not exercise his/her option of determining the lease not hold the Development Authority responsible to make good the damage if by fire/ tempest/ flood or violence of army of a mob or other irresistible force, any, material part of the demised premises be wholly or partly destroyed or rendered substantially or permanently unfit to be used for residential purposes.
- S. That the lessee shall have no casement right to work on the said property on the uphold side of the demised premises.
- T. That the lessee is fully acquainted with the provision of the urban land (ceiling and regulation) Act 1976.
- U. That the lessee hereby declares that the land held by the lessee in any of the Urban agglomeration covered under the urban land (ceiling and regulation) Act 1976 in within the ceiling limit on vacant land imposed by said act in the event of the aforesaid plot of land being declared as excess vacant land by the competent Authority under the Urban land(ceiling and regulation) Act 1976. He shall abide by the decision of the Competent Authority under the Act.

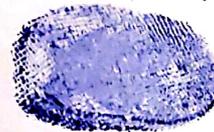
इसके अतिरिक्त निम्न शर्तें बाध्यकारी होगी:-

1. प्राधिकरण के निर्णय के अनुसार आपको प्रबन्ध समिति में उपाध्यक्ष कानपुर विकास प्राधिकरण को अथवा उनके द्वारा नामित प्रतिनिधि को स्थाई सदस्य के रूप में मनोनीत करना होगा।
2. संस्था को किसी भी दशा में प्राधिकरण के पूर्व अनुमति के बिना भूखण्ड या उस पर निर्मित भवन को प्राधिकरण द्वारा निर्धारित भू प्रयोग के अतिरिक्त अन्य प्रयोग की अनुमति नहीं होगी।
3. कीड़ा स्थल हेतु निर्धारित स्थान को प्रयोग कीड़ा स्थल के रूप में करना होगा।
4. निबन्धन की तिथि से दो वर्ष के अन्दर विद्यालय भवन का निर्माण पूर्ण कराना आवश्यक होगा।
5. कानपुर विकास प्राधिकरण के कर्मचारियों/अधिकारियों के बच्चों के लिए द्यूशन फीस में 50 प्रतिशत रियायत एवं प्रत्येक कक्षा में नये प्रवेशों के लिए कक्षा में कुल संख्या के 5 प्रतिशत जो कम से कम होगी आरक्षण दिया जाना अनिवार्य होगा।

Deed prepared by.

S.D.C.

Bullu P. Lal



3. AND IT HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

- A. Notwithstanding anything here in before contained if there shall have been in the opinion of the Vice-Chairman of the Development Authority (whose Decision shall be final and binding) any breach by the lessee or by any person claiming through or under him/her of any one the covenants or condition here in before contained and on his/her part to be observed and performed and in particular and without prejudice to the generally of this sub-clause if the lessee transfers, relinquishes, mortgaged or assigns any part of the demised premises without the previous consent in writing of the Vice-Chairman of the Development Authority as hereinbefore provided or, the lessee falls to commence and complete Authority as hereinafter provided or, the lessee falls to commence and complete the building in the time and manner herein before provided or if the amounts due to the development Authority as provided in clause 2(m) or rent hereby reserved or the installment of the premium hereinbefore mentioned or any part there are shall be in arrear and unpaid for a period of one calendar month after becoming due (whether the same shall have been demanded or not) or if the Lessee or the person in whom the term hereby created, shall be vested, shall be vested, shall be adjudged insolvent it shall be lawful for the development Authority in respect of any breach of agreement) to re-enter the demised or any part thereof in the name of the whole and thereupon this demised shall absolutely cease and determine and the Lessee shall not be entitled.

Whatsoever provided always that the lessee shall be at liberty to remove and appropriate to himself/herself all building, erections and structures, if any made by him/her and all materials thereof from the demised premises after paying up all the dues, premium and lease rent up to date all other taxes, rates assessment then due and all damages and other dues accruing... Development Authority within three months from the determination of the lease and in case of failure on the lessee part to do so, the building and erection standing on the demised premises and all materials thereof shall vest in the Development Authority and the lessee shall them have no right to claim for the refund of the any money paid by him/her to the Development Authority up to that time or to claim any compensation for the structures and materials put up by him/her on the demised premises provided further that if the lessee fails to commence and complete the building in the time and manner herein before provided or if the premises are put to any use other than for which demise was made, or if any dues in arrears the vice-chairman of the Development Authority may, before taking action to re-enter the demised premises as provided in clause (A) above, recover from the lessee damaged at the rate of 3pc of the premium above mentioned for every moth up to the maximum of twelve months during which the breach of the above condition or any one of them continues after one receipt of notice of the Vice-Chairman of the Development Authority and in case of continuance of the said reach after

Deed prepared by.


S.A.C.





Plot No. - 70

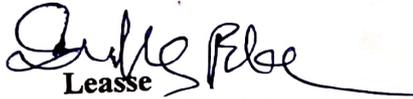
Block- W/1

Scheme no.II Juhi Kalan

- the expiry of (3) three months may then re-enter on the land and determine the lease.
- B. Any losses suffered by the development Authority on a fresh grant of the demised premises for breaches of condition aforesaid on the part lessee or any person claiming through or under him/her shall be recoverable by the Development Authority.
- C. Any notice requiring to be served here under shall be deemed to have been sufficiently served on the lessee if left on the demised premises and signed by the Anubhagiya Adhikari/Sahayak Nagar Adhikari (Bikraya) of the Development Authority and a notification of any decision of the Vice-chairman of the Development authority under the hand of Anubhagiya Adhikari/Sahayak Nagar decision.

In witness whereof the parties here to have set their hands on the day of ----- month-----and in the year 2021 herein first above written.

In the presence of :



Lessee

Jawahar Vidya Samiti
Through its Director Shri. Adhir Shukla



Lessor

Kanpur Development Authority
Through its Authorized Signatory

Witness 1. Name
F/W/D Name
Address
Mobile no.
Signature



Witness 2. Name
F/W/D Name
Address
Mobile no.
Signature



भूखण्ड का विवर

भूमि का विवर नम्बर 70

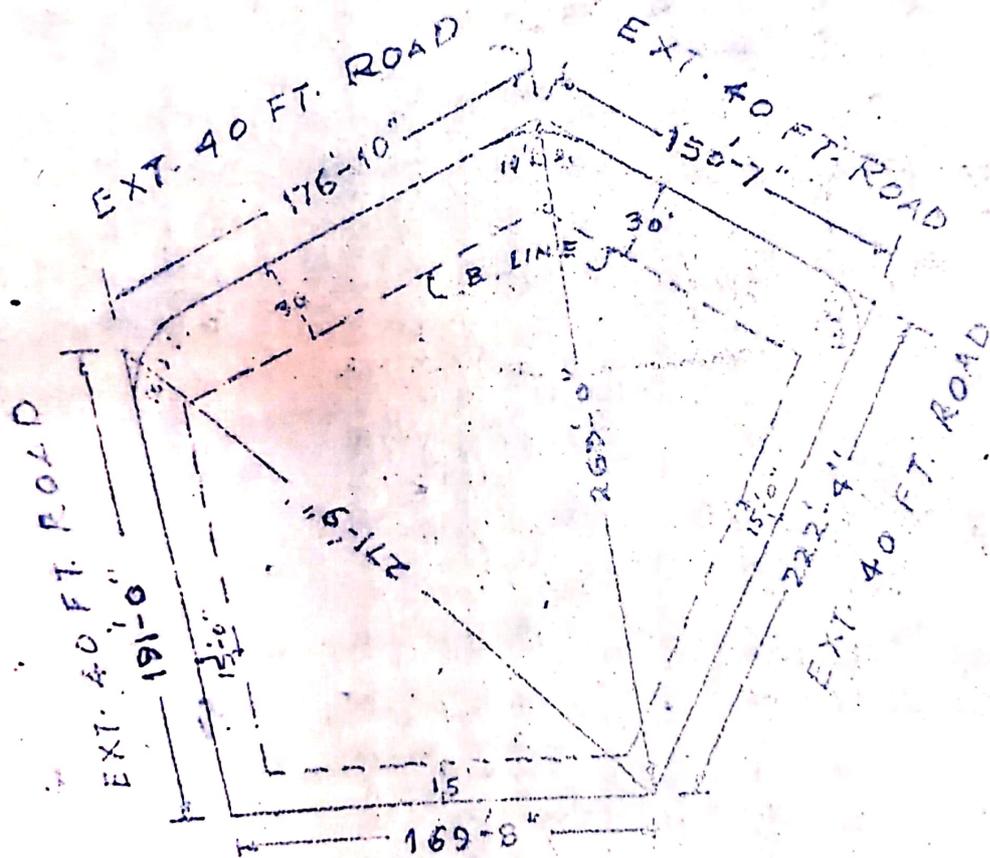
JUHI KALAN

प्लान संख्या II

भूमि का क्षेत्रफल 614.6 वर्ग मीटर
OR 5138.670 वर्ग फीट

प्लान नम्बर W/1

प्रयोग SCHOOL



PLOT NO. 70-A

सोने की बांज करने वाले: [Signature]

शेवक की बांज करने वाले: [Signature]

नायकानिधीता: [Signature]

34/5/84

411/11/84

[Other signatures and stamps]

सेवा में,

उपाध्यक्ष
कानपुर नगर विकास अधिशा
कानपुर

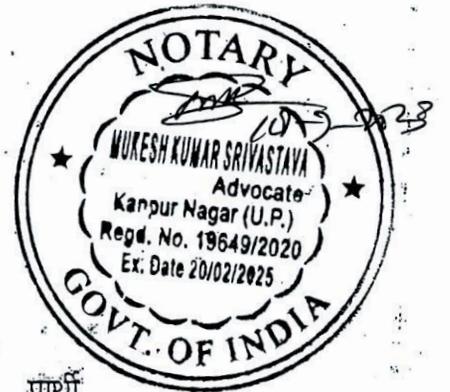
39

विषय: गुंगे बहरो का पार्क, भूखण्ड सं०. 127/70, डब्लू-1 साकेत नगर, कानपुर का
के०डी०ए० द्वारा नगर निगम को पार्क विकास के लिये स्थानान्तरित किये जाने
के उपरान्त विक्रय कर कब्जा देने से रोकने के सम्बन्ध में।

सहोदय

निवेदन है कि मैं रवि माण्डेय 127/176 डब्लू-1 साकेत नगर कानपुर का
के०डी०ए० द्वारा नगर निगम को पार्क विकास हेतु स्थानान्तरित किया गया था, जिसके
फलस्वरूप नगर निगम द्वारा उक्त भूखण्ड पार्क रूप कई बार नगर निगम के उद्यान
विभाग द्वारा विकास किया गया है जिसका क्षेत्रीय जनता के द्वारा पूर्ण रूप से देखरेख
की जा रही है, हम सब निवासीगण डब्लू-1 साकेत नगर बहलक यह बयान करते हैं
कि का०वि०प्रा० का भूखण्ड संख्या- 70, ब्लॉक डब्लू-2 योजना जूही पर वर्षों पुराना
लगभग 30 वर्ष पार्क निर्मित है। पंचवटी पार्क के रूप में विकसित इस पार्क में लगभग
250 पेड़ लगे हैं, जो आस-पास के वातावरण को स्वच्छ व प्रदूषण मुक्त रखने में
महत्वपूर्ण भूमिका निभाता है। इस पार्क का शार्वजतिक रूप से उपयोग आसपास के
निवासियों विशेषकर बूढ़ों, बच्चों व महिलाओं द्वारा अपनी दिन-प्रतिदिन की दिनचर्या
में योग, डहलने खेलने आदि में किया जाता है हम लोगों को यह संज्ञान में आया है
कि पार्क को का०वि०प्रा० द्वारा किसी को आवंटित किया जा रहा है। हम सभी का
विचार/निवेदन है कि इसे इसी तरह पार्क के रूप में बना रहने दिया जाए, किसी को
आवंटित न किया जाए। यह भी अवगत कराना है कि पार्क में लगभग 30 वर्ष पुराना
शिव मन्दिर भी है जिसमें सांस्कृतिक कार्यक्रमों व पूजा पाठ का आयोजन भी हम
निवासीगणों द्वारा किया जाता है। उक्त पार्क का रखरखाव नगर निगम द्वारा लगभग
5 बार समय-समय पर किया गया है। कृपया इसे सथावत बनाए रखने का कष्ट करें।
बसाना-

1. राजत भादिया 127/177 डब्लू-1 साकेत नगर कानपुर
2. तरुण जैन 127/178 डब्लू-1 साकेत नगर कानपुर
3. सुविक्रान्त श्रीवास्तव 127/29 डब्लू-1 साकेत नगर कानपुर
4. भारतेश मिश्रा 127/67 डब्लू-1 साकेत नगर कानपुर
5. हरीश खत्री 127/68 डब्लू-1 साकेत नगर कानपुर
6. दीपक शुक्ला 127/100 डब्लू-1 साकेत नगर कानपुर
7. प्रदीप शुक्ला 127/79 डब्लू-1 साकेत नगर कानपुर
8. राजा गुप्ता 127/173 डब्लू-1 साकेत नगर कानपुर
9. शिवशरण मिश्रा 127/70-ए डब्लू-1 साकेत नगर कानपुर
10. रवि राठी 127/69 डब्लू-1 साकेत नगर कानपुर



प्रार्थी

शिव माण्डेय

रवि माण्डेय

127/176, डब्लू-1 साकेत नगर कानपुर
मो. 9956326022



Shiv Maundy
Shiv



कानपुर नगर निगम (उपान विभाग)

गण प्रशासन, खेल का मैदान और खुले जल (पिबने योग्य) निगम की 2005 के निगम-4 के अधिनियम के तहत निगम की वेतनपत्रिका में पदों की सूची का विवरण एवं प्रमुख हेतु का विवरण है।

वेबसाइट: http://kncup.nic.in, फोन नं. 0512-2526004

Table with multiple columns: पद, वर्ग का नाम, वेतन, श्रेणी. Includes sections for various grades like 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Table with multiple columns: पद, वर्ग का नाम, वेतन, श्रेणी. Includes sections for various grades like 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Table with multiple columns: पद, वर्ग का नाम, वेतन, श्रेणी. Includes sections for various grades like 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

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1	मॉन्ड-820/183 के सामने पार्क	चाचा नेहरू इका 0 के पास केशव नगर	3025 वर्गमी.
2	श्री ओमकारेश्वर मन्दिर पार्क	तुलसी विहार केशव नगर	2774 वर्गमी.
3	सद्भावना पार्क	डम्प के पीछे, साकेत नगर	4840 वर्गमी.
4	साकेत पार्क	साकेत नगर	7198 वर्गमी.
5	गुरुद्वारा पार्क	डब्लू-1 साकेत नगर	3150 वर्गमी.
6	गूंगा बहस विद्यालय पार्क	साकेत नगर	3288 वर्गमी.
7	मॉन्ड 51 एम.आई.जी के सामने पार्क	अशोक विहार साकेत नगर	1049 वर्गमी.
8	मॉन्ड 47 एम.आई.जी के सामने पार्क	अशोक विहार साकेत नगर	840 वर्गमी.
9	केशव मधुवन वाटिका	127/354, डब्लू.ब्लाक, केशव नगर	2772 वर्गमी.
10	आदर्श पार्क	केशव नगर	3488 वर्गमी.
11	डॉ भीमराव अम्बेडकर उद्यान	सरदार पटेल इण्टर कालेज के पास जुहीकला	7189 वर्गमी.
12	127/319 डब्लू ब्लाक के सामने पार्क	डब्लू-2 जुहीकला	2280 वर्गमी.
13	केशव नगर पार्क	केशवनगर	3138 वर्गमी.
14	कामर्शियल पार्क	केशवनगर	10875 वर्गमी.
15	कल्याणेश्वर पार्क	केशवनगर	7979 वर्गमी.
16	मॉन्ड-772 के सामने पार्क	डब्लू ब्लाक केशवनगर	8478 वर्गमी.
17	इन्दिरा पार्क	साकेत नगर	5110 वर्गमी.
18	मॉन्ड-127/21 के सामने पार्क	केशवनगर	3881 वर्गमी.
19	मुस्ता पार्क	821/32 के सामने जुही-2	4472 वर्गमी.
20	नक्षत्र वाटिका	सरदार पटेल इण्टर कालेज के पीछे डब्लू-2 जुही	9243 वर्गमी.
21	रामलीला पार्क	साकेत नगर	8235 वर्गमी.
22	27 एच.आई.जी. के सामने पार्क	विवेकानन्द विहार	905 वर्गमी.
23	टंकी वाला पार्क	केशव नगर	8072 वर्गमी.
24	42 एल.आई.जी. के सामने पार्क	गुलमोहर विहार	587 वर्गमी.
25	मॉन्ड-13 डब्लू ब्लाक के सामने	गुलमोहर विहार	880 वर्गमी.
26	जे-2 ब्लाक पार्क	उस्मानपुर	1311 वर्गमी.

वार्ड का नाम तथा संख्या-51, बाकरगंज

1	ज्वाला प्रसाद पार्क	बगाही	1834 वर्गमी.
2	अब्दुल हमीद पार्क	सुन्नी रोड बाबूपुरवा	928 वर्गमी.
3	राजीव गांधी पार्क	बाकरगंज	720 वर्गमी.
4	इन्दिरा गांधी पार्क	बाकरगंज	178 वर्गमी.
5	बाकरगंज चौसहा पार्क	बाकरगंज	707 वर्गमी.

वार्ड का नाम तथा संख्या-54, बाबूपुरवा कालोनी

1	दुर्गा पूजा पार्क	बाबूपुरवा	1005 वर्गमी.
2	चालीस दुकान पार्क	बाबूपुरवा	525 वर्गमी.
3	गेट नं-8 पार्क	बाबूपुरवा	978 वर्गमी.
4	दास पार्क	बाबूपुरवा	902 वर्गमी.
5	कूड़ा घर के पास पार्क	बाबूपुरवा	1950 वर्गमी.
6	आश्रम पार्क	बाबूपुरवा	1148 वर्गमी.
7	गांधी पार्क	दस दुकान बाबूपुरवा	1885 वर्गमी.
8	शान्ती उपवन	बाबूपुरवा	1850 वर्गमी.
9	टैम्पो स्टैण्ड पार्क	बाबूपुरवा	2208 वर्गमी.

वार्ड का नाम तथा संख्या-55, किदवई नगर पश्चिमी

1	"के" ब्लाक छोटी पार्क	किदवई नगर	2883 वर्गमी.
2	के ब्लाक बड़ी पार्क	किदवई नगर	5320 वर्गमी.
3	इन्दिरा पार्क	एच ब्लाक किदवई नगर	8391 वर्गमी.
4	रामलीला पार्क	एच ब्लाक किदवई नगर	8784 वर्गमी.
5	जनसेवा पार्क	एच ब्लाक किदवई नगर	875 वर्गमी.
6	एल.आई.सी. पार्क	के ब्लाक किदवई नगर	5824 वर्गमी.
7	समेश्वरम मन्दिर पार्क	किदवई नगर	4727 वर्गमी.
8	राधा माधव मन्दिर पार्क	किदवई नगर	2885 वर्गमी.

कानपुर नगर निगम

30 सड़क, खेल का मैदान और खुली जगह (विनियमन और नियंत्रण) नियमावली-2005 के नियम-4 के प्रावधानानुसार कानपुर नगर निगम की सीमांतगत स्थित पार्कों की सूची अप्रतिपदी एवं सुचारु रूप से चलाया जाये। दिनांक 12.01.2016 व दिनांक 13.01.2016 को दैनिक संचार पत्रों में प्रकाशित की गयी थी। अप्रतिपदी एवं सुचारु रूप से चलाया जाये। दिनांक 12.01.2016 व दिनांक 13.01.2016 को दैनिक संचार पत्रों में प्रकाशित की गयी थी। अप्रतिपदी एवं सुचारु रूप से चलाया जाये। दिनांक 12.01.2016 व दिनांक 13.01.2016 को दैनिक संचार पत्रों में प्रकाशित की गयी थी।

Table with columns: क्र.सं, पार्क का नाम, अवस्थिति, अनुमानित व्यय (₹/वर्गमी). Includes sections for Zone-1, Zone-2, Zone-3, Zone-4, Zone-5, Zone-6, Zone-7, Zone-8, Zone-9, Zone-10, Zone-11, Zone-12, Zone-13, Zone-14, Zone-15, Zone-16, Zone-17, Zone-18, Zone-19, Zone-20, Zone-21, Zone-22, Zone-23, Zone-24, Zone-25, Zone-26, Zone-27, Zone-28, Zone-29, Zone-30, Zone-31, Zone-32, Zone-33, Zone-34, Zone-35, Zone-36, Zone-37, Zone-38, Zone-39, Zone-40, Zone-41, Zone-42, Zone-43, Zone-44, Zone-45, Zone-46, Zone-47, Zone-48, Zone-49, Zone-50, Zone-51, Zone-52, Zone-53, Zone-54, Zone-55, Zone-56, Zone-57, Zone-58, Zone-59, Zone-60, Zone-61, Zone-62, Zone-63, Zone-64, Zone-65, Zone-66, Zone-67, Zone-68, Zone-69, Zone-70, Zone-71, Zone-72, Zone-73, Zone-74, Zone-75, Zone-76, Zone-77, Zone-78, Zone-79, Zone-80, Zone-81, Zone-82, Zone-83, Zone-84, Zone-85, Zone-86, Zone-87, Zone-88, Zone-89, Zone-90, Zone-91, Zone-92, Zone-93, Zone-94, Zone-95, Zone-96, Zone-97, Zone-98, Zone-99, Zone-100.

Table with columns: क्र.सं, पार्क का नाम, अवस्थिति, अनुमानित व्यय (₹/वर्गमी). Includes sections for Zone-1, Zone-2, Zone-3, Zone-4, Zone-5, Zone-6, Zone-7, Zone-8, Zone-9, Zone-10, Zone-11, Zone-12, Zone-13, Zone-14, Zone-15, Zone-16, Zone-17, Zone-18, Zone-19, Zone-20, Zone-21, Zone-22, Zone-23, Zone-24, Zone-25, Zone-26, Zone-27, Zone-28, Zone-29, Zone-30, Zone-31, Zone-32, Zone-33, Zone-34, Zone-35, Zone-36, Zone-37, Zone-38, Zone-39, Zone-40, Zone-41, Zone-42, Zone-43, Zone-44, Zone-45, Zone-46, Zone-47, Zone-48, Zone-49, Zone-50, Zone-51, Zone-52, Zone-53, Zone-54, Zone-55, Zone-56, Zone-57, Zone-58, Zone-59, Zone-60, Zone-61, Zone-62, Zone-63, Zone-64, Zone-65, Zone-66, Zone-67, Zone-68, Zone-69, Zone-70, Zone-71, Zone-72, Zone-73, Zone-74, Zone-75, Zone-76, Zone-77, Zone-78, Zone-79, Zone-80, Zone-81, Zone-82, Zone-83, Zone-84, Zone-85, Zone-86, Zone-87, Zone-88, Zone-89, Zone-90, Zone-91, Zone-92, Zone-93, Zone-94, Zone-95, Zone-96, Zone-97, Zone-98, Zone-99, Zone-100.

Table with columns: क्र.सं, पार्क का नाम, अवस्थिति, अनुमानित व्यय (₹/वर्गमी). Includes sections for Zone-1, Zone-2, Zone-3, Zone-4, Zone-5, Zone-6, Zone-7, Zone-8, Zone-9, Zone-10, Zone-11, Zone-12, Zone-13, Zone-14, Zone-15, Zone-16, Zone-17, Zone-18, Zone-19, Zone-20, Zone-21, Zone-22, Zone-23, Zone-24, Zone-25, Zone-26, Zone-27, Zone-28, Zone-29, Zone-30, Zone-31, Zone-32, Zone-33, Zone-34, Zone-35, Zone-36, Zone-37, Zone-38, Zone-39, Zone-40, Zone-41, Zone-42, Zone-43, Zone-44, Zone-45, Zone-46, Zone-47, Zone-48, Zone-49, Zone-50, Zone-51, Zone-52, Zone-53, Zone-54, Zone-55, Zone-56, Zone-57, Zone-58, Zone-59, Zone-60, Zone-61, Zone-62, Zone-63, Zone-64, Zone-65, Zone-66, Zone-67, Zone-68, Zone-69, Zone-70, Zone-71, Zone-72, Zone-73, Zone-74, Zone-75, Zone-76, Zone-77, Zone-78, Zone-79, Zone-80, Zone-81, Zone-82, Zone-83, Zone-84, Zone-85, Zone-86, Zone-87, Zone-88, Zone-89, Zone-90, Zone-91, Zone-92, Zone-93, Zone-94, Zone-95, Zone-96, Zone-97, Zone-98, Zone-99, Zone-100.

कानपुर विकास प्राधिकरण, कानपुर।

पत्रांक : D-887/TH-3एल (KDA) 22-23

दिनांक : 04-07-22

सेवा में,

अपर नगर आयुक्त
नगर निगम, कानपुर।

महोदय,

अवगत कराना है कि भूखण्ड सं०-70, ब्लाक-डब्लू-1, योजना जूही (क्षेत्रफल 5138.67 वर्ग मी०) भूमि कानपुर विकास प्राधिकरण द्वारा पूर्व में जवाहर विद्या समिति को विद्यालय खोलने हेतु आवंटित की गई थी। उक्त भूमि को नगर निगम द्वारा उ०प्र० पार्क, खेल का मैदान और खुली जगह (विनियमन और नियंत्रण) अधिनियम 1975 तथा नियमावली 2005 के प्रावधानों के अंतर्गत पार्क के रूप में अधिसूचित कर दिया गया है और स्थल पर पार्क कियाशील भी है। नगर निगम द्वारा ऐसा करने से पूर्व कानपुर विकास प्राधिकरण से अनुमति प्राप्त नहीं की थी।

मा० उच्च न्यायालय तथा मा० सर्वोच्च न्यायालय द्वारा अनेक निर्णयों में यह स्पष्ट किया जा चुका है कि सार्वजनिक पार्क का उपयोग बदला नहीं जा सकता है। इस संबंध में पारित कतिपय निर्णय निम्नवत हैं:-

मा० उच्च न्यायालय इलाहाबाद द्वारा जनहित याचिका संख्या-60792/2014 नागरिक संगठन सेवा समिति द्वारा सचिव बनाम उ०प्र० राज्य व अन्य में आदेश दिनांक 24.03.2015 पारित किया गया। उक्त आदेश प्रासंगिक निम्नवत है:-

"The right to a clean and healthy environment is part of the right to life under Article 21 of the Constitution. Public parks have to be preserved and utilized only for that purpose as recreational open spaces. Across the State, glaring instances have come before the Court that these green spaces are being progressively allowed to be utilized for extraneous purposes by unscrupulous local bodies and officials, such as the setting up of shopping malls and other commercial use. This is a clear breach of the statutory duty cast upon planning authorities under the Uttar Pradesh Urban Planning and Development Act, 1973. Land use of a public park cannot be altered in this manner. Statutory authorities cannot be permitted to convert the few remaining open spaces to commercial use. Any use other than as a recreational open space in the case of a public park would be illegal."

मा० उच्च न्यायालय इलाहाबाद द्वारा रिट याचिका संख्या-15691/2020 राम भजन सिंह बनाम उ०प्र० राज्य व अन्य में पारित आदेश दिनांक 14.10.2020 का प्रासंगिक अंश निम्नवत है:-

"Public interest requires some areas to be preserved by means of open spaces of parks and play grounds, and that there cannot be any change or action contrary to legislative intent, as that would be an abuse of statutory powers vested in the authorities. Once the area had been reserved, authorities are bound to take steps to preserve it in that method and manner only. These spaces are meant for the common man, and there is a duty cast upon the authorities to preserve such spaces. Such matters are of great public concern and need to be taken care off in the development scheme. The public interest requires not only reservation but also preservation of such parks and open spaces. In our opinion, such spaces cannot be permitted, by an action or inaction or otherwise, to be converted for some other purpose, and no development contrary to plan can be permitted.

The importance of open spaces for parks and play grounds is of universal recognition, and reservation for such places in development scheme is a legitimate exercise of statutory power, with the rationale of protection of the environment and of reducing ill effects of urbanization. It is in the public interest to avoid unnecessary conversion of 'open

space land' to strictly urban uses, as gardens provide fresh air, thereby protecting against the resultant impacts of urbanization, such as pollution etc. Once such a scheme had been prepared in accordance with the provisions of the Act, by inaction, legislative intent could not be permitted to become a statutory mockery. Government authorities and officers are bound to preserve it and to take all steps envisaged for protection."

मा० सर्वोच्च न्यायालय द्वारा बैंगलोर मेडिकल ट्रस्ट बनाम मुद्दाप्पा व अन्य (1991) 4 SCC 54 में पारित आदेश का प्रासंगिक अंश निम्नवत है:-

"Protection of the environment, open spaces for recreation and fresh air, play grounds for children, promenade for the residents, and other conveniences or amenities are matters of great public concern and of vital interest to be taken care of in a development scheme. It is that public interest which is sought to be promoted by the Act by establishing the BDA. The public interest in the reservation and preservation of open spaces for parks and play grounds cannot be sacrificed by leasing or selling such sites to private persons for conversion to some other user. Any such act would be contrary to the legislative intent and inconsistent with the statutory requirements. Furthermore, it would be in direct conflict with the constitutional mandate to ensure that any State action is inspired by the basic values of individual freedom and dignity and addressed to the attainment of a quality of life which makes the guaranteed rights a reality for all the citizens.

Reservation of open spaces for parks and play grounds is universally recognised as a legitimate exercise of statutory power rationally related to the protection of the residents of the locality from the ill effects of urbanisation."

मा० सर्वोच्च न्यायालय द्वारा Animal and Environment Legal Defence Fund v. Union of India & Ors. reported in (1997) 3 SCC 549 में भी इसी प्रकार के सिद्धान्त प्रतिपादित किये गये हैं।

The Hon'ble Apex Court has enunciated the doctrine of the public trust based on ancient theory of Roman Empire. Idea of this theory was that certain common property such as lands, waters and airs were held by the Government in trusteeship for smooth and unimpaired use of public. Air, sea, waters and the forests have such a great importance to the people that it would be wholly unjustified to make them a subject of private ownership. The American courts have also in various cases expanded the concept of this doctrine. The doctrine enjoins upon the Government to protect the natural resources for the enjoyment of the general public rather than to permit their use for private ownership or commercial purposes.

मा० सर्वोच्च न्यायालय द्वारा एम०आई० बिल्डर्स प्राइवेट लि० बनाम राधे श्याम साहू व अन्य reported in AIR 1999 Supreme Court page 2468 was pleased to hold that the construction of underground shopping complex and parking, the permission for which was granted by the Mahapalika was not correct. It was held by the Hon'ble Supreme Court that the aforesaid permission is in violation of obligatory duties cast by Section 114 on Mahapalika to maintain parks. It was held by the Hon'ble Supreme Court that the aforesaid permission is in violation of obligatory duties cast by Section 114 on Mahapalika to maintain parks.

मा० आन्ध्र प्रदेश उच्च न्यायालय द्वारा T. Damodhar Rao & Ors. v. The Special Officer, Municipal Corporation of Hyderabad & Ors., reported in AIR 1987 AP 17 pleased to hold that where the land was reserved under the approved development plan for the purpose of recreational park, a portion of it cannot be used by the person for whom it was acquired for construction of residential houses. मा० उच्च न्यायालय द्वारा यह भी अवधारित किया गया कि "It, therefore, becomes the legitimate duty of the Courts as the enforcing organs of Constitutional objectives to forbid all action of the State and the citizen from upsetting the

environmental balance. In this case the very purpose of preparing and publishing the developmental plan is to maintain such an environmental balance. The object of reserving certain area as a recreational zone would be utterly defeated if private owners of the land in that area are permitted to build residential houses."

मा० सर्वोच्च न्यायालय द्वारा M.C. Mehta v. Kamal Nath & Ors. reported in (1997) 1 SCC 388 wherein the Hon'ble Apex Court held that the State Government has committed patent breach of public trust by leasing the ecologically fragile land to the Motel management.

प्रश्नगत प्रकरण में भी मा० उच्च न्यायालय, इलाहाबाद में जनहित याचिका सं०-518/2022 योजित हो गई है जिसमें पार्क का स्वरूप नहीं बदलने की प्रार्थना की गई है। उक्त कारणों से कानपुर विकास प्राधिकरण द्वारा जवाहर विद्या समिति के पक्ष में किया गया आवंटन निरस्त कर दिया गया है। अतः कृपया प्रश्नगत भूमि क्षेत्रफल 5138.67 वर्ग मी० योजना जूही का वर्तमान सर्कल दर पर गणना कर अगणित धनराशि का भुगतान कानपुर विकास प्राधिकरण के पक्ष में कराने का कष्ट करें।

o/c प्रभारी अधिकारी
विक्रय जोन-3

प्रतिलिपि :-

1. उपाध्यक्ष महोदय को सादर अवलोकनार्थ।
2. नगर आयुक्त, नगर निगम कानपुर को सादर अवलोकनार्थ।
3. सचिव महोदय को सादर अवलोकनार्थ।

o/c प्रभारी अधिकारी
विक्रय जोन-3

Neutral Citation No. - 2023:AHC:116206-DB

Court No. - 3

Case :- WRIT - C No. - 17800 of 2023

Petitioner :- Kanpur Development Authority

Respondent :- District Consumer Dispute And Redressal Kanpur Nagar And Another

Counsel for Petitioner :- Anand Prakash Paul

Counsel for Respondent :- Sanjeev Kumar Tyagi

Hon'ble Surya Prakash Kesarwani,J.

Hon'ble Anish Kumar Gupta,J.

1. Heard Sri Shashi Nandan, learned Senior Advocate assisted by Sri A.P. Paul, learned counsel for the petitioner and Sanjeev Kumar Tyagi, learned counsel for the respondent No.2.

2. This writ petition has been filed praying for the following relief:

“I. Issue a writ, order or direction in the nature of certiorari calling for record of the case, quash the impugned orders dated 3.2.2023 (Annexure-24 and 27.04.2023 (Annexure -26) passed Respondent No. 1.

II. Issue a writ, order or direction in the nature of mandamus commanding respondents not to give effect to and not to implement the impugned order dated 03.02.2023 (Annexure-19) and 27.04.2023 (Annexure-22) passed by Respondent No. 1.

III. Issue any other suitable writ, order or direction as this Hon'be Court may deem fit and proper in the peculiar facts and circumstances of the case, so as to meet the ends of justice.”

3. The impugned order dated 03.02.2023 filed as Annexure-24 to the writ petition is an order passed on application of the respondent No.2 under Section 72 of the Consumer Protection Act, 2019 (hereinafter referred to as ‘the Act, 2019’) requiring the petitioner to submit his explanation within ten days and the next date was fixed for 16.02.2022. The impugned order dated 27.04.2023 has been filed as Annexure-26 to the writ petition, whereby due to non-compliance of the order, the respondent No.1 issued a warrant to require the presence of the Vice Chairman of the petitioner.

4. This case is a glaring example of high-handedness of the petitioner and

continuous harassment being caused by the petitioner to the respondent No.2. The petitioner has also not hesitated to make false statement and to file false affidavit before this court which shall be evident from the facts now being narrated below.

5. Undisputedly, the petitioner allotted to the respondent No.2 a plot No.70 W/1 Block of Scheme Juhi of Kanpur, measuring 5138.67 square meters by order dated 19.01.1984. The lease was for a period of 99 years. The respondent No.2 complied with the terms of the allotment order but since lease deed was not being executed and possession was not handed over, therefore, the respondent No.2 filed a Complaint Case No.1222 of 2002 (Jawahar Vidya Samiti vs. Kanpur Development Authority and another), which was allowed by order dated 19.12.2003 passed by the District Consumer Forum, Kanpur. The operative portion of the order is reproduced below:

“परिवादी संस्था का उपभोक्ता वाद स्वीकार किया जाता है। विपक्षी सं०-1 को आदेश दिया जाता है कि वह परिवादी संस्था से एकमुश्त विवादित भूखण्ड का अवशेष ¾ मूल्य रूपया 3,31,444.22 पैसा दिनांक 11.5.1984 से 22.3.97 तक 10 प्रतिशत वार्षिक ब्याज सहित एक माह के अंदर जमा कराकर, उसके पक्ष में भूखण्ड का अग्रिम दो माह के अंदर निबंधन करके अध्यासन प्रदान करे। यदि परिवादी एक माह के अंदर एकमुश्त अवशेष धनराशि विपक्षी के खाते में जमा नहीं करता है तो वह निर्णय के दिनांक से 21 प्रतिशत वार्षिक ब्याज भी उक्त धनराशि पर विपक्षी को भुगतान करेगा।

उभय पक्ष अपना-अपना वाद व्यय स्वयं वहन करें।”

6. Against the aforesaid order, the petitioner filed an Appeal No.165 of 2004 (Kanpur Development Authority through Vice Chairman vs. Jawahar Vidya Samiti) before the State Consumer Disputes Redressal Commission, U.P. Lucknow, which was dismissed by order dated 03.07.2015 and the judgment and order of the District Consumer Forum dated 19.12.2003 was affirmed. Against the order of the State Consumer Disputes Redressal Commission, the petitioner filed a Revision Petition No.3201 of 2015 before the National Consumer Disputes Redressal Commission, New Delhi which was also dismissed by judgment and order dated 28.11.2019. Against the aforesaid judgment and order of the National Consumer Disputes Redressal

Commission, New Delhi, the petitioner filed a Special Leave Petition (Civil) Diary No(s).24590/2020, which was dismissed by Hon'ble Supreme Court by order dated 15.12.2020. Thereafter, the petitioner executed a registered lease deed dated 23.01.2021 in favour of the respondent No.2 for the aforesaid plot No.70. However, the petitioner did not give possession of the aforesaid plot to the respondent No.2 and instead to harass the petitioner, he obtained a report from his Executive Engineer that the plot in question is being used by local residents as park. An Execution Case No.4 of 2020 was filed by the respondent No.2, which was pending before the District Consumer Disputes Redressal Commission, Kanpur Nagar for execution of the judgment and order dated 19.12.2003 which stood affirmed upto Supreme Court. Proceeding with his further approach of harassment to the respondent No.2, the petitioner has passed an order on 04.07.2022 proposing to cancel the allotment and to return the deposited amount of Rs.9,13,485.40 with simple interest @ 9% per annum. He proposed to file a case before the competent authority for cancellation of the lease deed dated 23.01.2021. Aggrieved, the respondent No.2 filed Writ-C No.23521 of 2022, which is pending. Thereafter, the petitioner herein filed Writ-C No.30250 of 2022, in which he made two statements before this court, as under:

(i) Land has been declared as Park, therefore, the order of the Consumer Forum has become inexecutable.

(ii) Petitioner may be permitted to give another piece of land.

7. The order dated 22.12.2022 passed in Writ-C No.30250 of 2022 (Kanpur Development Authority vs. District Consumer Dispute And Redressal And Another) is reproduced below:

“Heard Sri Anoop Trivedi, learned Senior Advocate assisted by Sri Shivam Yadav, learned counsel for the petitioner.

The case of the petitioner is that the order dated 19.12.2003 passed by the District Consumer Dispute Redressal Forum, Kanpur Nagar, Kanpur/respondent no.1 is though unimplementable, is being sought to be executed by the respondent no.2. Learned Senior Counsel Sri Anoop Trivedi assisted by Sri Shivam Yadav has stated that at the time when the order was passed by the

respondent no.1 the land could be sold but now when that land has been declared a park, the order of the Consumer Forum has become inexecutable.

Learned Senior Counsel prays that this Court may order that the petitioner may be permitted to give another piece of land instead of the land which the respondent no.1 has ordered the petitioner to sell to the respondent no.2.

In view of the above submission, we consider it appropriate that the petitioner may file an appropriate application before the District Consumer Dispute Redressal Forum. If the application is filed within one week from today, the respondent no.1-District Consumer Dispute Redressal Forum, Kanpur Nagar would pass appropriate orders within a period of two weeks thereafter in accordance with law.

With above observation, the writ petition is disposed of.”

8. Thereafter, the petitioner herein filed an application dated 06.01.2023 before the respondent No.1 praying to keep on hold the execution proceedings in view of the aforequoted order of the High Court dated 22.12.2022. Against the aforesaid application, the respondent No.2 filed objection dated 11.01.2023 praying for rejection of the application and to initiate proceedings under Section 72 of the Act, 2019. On 02.02.2023 the petitioner herein filed yet another application praying for a month's time to provide proper plot to the decree-holder, i.e. the respondent No.2. It appears that an internal correspondence took place between the Tehsildar, Kanpur Development Authority, Kanpur and Special Officer (Law) but no plot in alternative could be offered by the petitioner to the respondent No.2.

9. Under the briefly aforementioned facts of the case, proceeding under Section 72 of the Act, 2019 was sought to be initiated against the petitioner and in that connection, the respondent No.1 directed to the petitioner by order dated 03.02.2023 to submit explanation within ten days. It appears that the petitioner has submitted some application dated 16.02.2023 to which an objection dated 27.02.2023 was filed by the respondent No.2 praying to reject the application of the petitioner and pass an order under Section 72 of the Act, 2019. In these circumstances, the respondent No.1 has passed an order dated 27.04.2023, as under:

“इजरा-04/2020

27.04.2023

पत्रावली पेश हुई। विपक्षी की ओर से स्थगन प्रार्थना पत्र दिया गया है, परन्तु विपक्षी के विरुद्ध धारा-72 उपभोक्ता संरक्षण अधिनियम की कार्यवाही चल रही है। ऐसी स्थिति में विपक्षी की व्यक्तिगत उपस्थिति आवश्यक है। अतः स्थगन प्रार्थना पत्र का कोई औचित्य नहीं है और खारिज किया जाता है।

दिनांक 22.03.2023 को इस आयोग द्वारा आदेश पारित किया गया कि विपक्षी के विरुद्ध धारा-72 उपभोक्ता संरक्षण अधिनियम की कार्यवाही अग्रसर की जाती है और विपक्षी को तलब किया गया, कि वह उपस्थित इस बिन्दु पर अपना पक्ष रखे कि क्यों न उसे आयोग के आदेश की अवहेलना के लिये दोषी मानते हुये दण्डित किया जाये। उसके बाद भी विपक्षी उपस्थित नहीं आया। चूंकि धारा-72 की कार्यवाही एक दायित्व कार्यवाही है, जिसमें सजा का प्राविधान है। अतः उक्त कार्यवाही आवश्यक है कि विपक्षी की उपस्थिति में की जाये, परन्तु विपक्षी उपस्थित नहीं हो रहा है। अतः उसे वारण्ट के द्वारा तलब किया जाना आवश्यक है। तदनुसार विपक्षी कानपुर विकास प्राधिकरण के उपाध्यक्ष के विरुद्ध आयोग के समक्ष उपस्थिति हेतु गैर जमानती वारण्ट तामीला हेतु थानाध्यक्ष स्वरूप नगर को भेजा जाये।

पत्रावली वास्ते सुनवाई/ आदेश व विपक्षी की हाजिरी हेतु दिनांक 27.05.2023 को पेश हो।

(नीलम यादव)

(बिकानू राम)

सदस्या

अध्यक्ष”

10. The aforequoted order dated 27.04.2023 has also been challenged in the present writ petition.

11. Section 72 of the Consumer Protection Act, 2019 reads, as under:

“Section 72. Penalty for non-compliance of order.

(1) *Whoever fails to comply with any order made by the District Commission or the State Commission or the National Commission, as the case may be, shall be punishable with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than twenty-five thousand rupees, but which may extend to one lakh rupees, or with both.*

(2) *Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), the District Commission, the State Commission or the National Commission, as the case may be, shall have the power of a Judicial Magistrate of first class for the trial of offences under sub-section (1), and on conferment of such powers, the District Commission or the State Commission or the National Commission, as the case may be, shall be deemed to be a Judicial Magistrate of first class for the purposes of the Code of Criminal Procedure, 1973.*

(3) *Save as otherwise provided, the offences under sub-section (1) shall be tried summarily by the District Commission or the State Commission or the National Commission, as the case may be.”*

12. Sub-Section (1) of Section 72 of the Act, 2019 provides that **whoever fails to comply with any order** made by the District Commission or the State

Commission or the National Commission, as the case may be, **shall be punishable with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than twenty-five thousand rupees, but which may extend to one lakh rupees, or with both.** Sub-Section (2) of Section 72 confers upon the District Commission, the State Commission or the National Commission power of a Judicial Magistrate of first class for the trial of offences under sub-section (1), and on conferment of such powers, the District Commission or the State Commission or the National Commission, as the case may be, shall be deemed to be a Judicial Magistrate of first class for the purposes of the Code of Criminal Procedure, 1973.

13. It is undisputed that the petitioner has failed to comply with the order of the District Commission as briefly noted above, particularly the order dated 03.02.2023 and has also not complied with the order of the this Court dated 22.12.2022 in Writ-C No.30250 of 2022.

14. Since despite time granted to the petitioner, the petitioner failed to comply with the order of the District Consumer Disputes Redressal Commission, Kanpur Nagar as aforementioned, therefore, the respondent No.1 has lawfully exercised powers vested in it by virtue of sub-Section (2) of Section 72 of the Act, 2019 which resulted in passing of the impugned orders dated 03.02.2023 and dated 27.04.2023 passed by the respondent No.1, are well in accordance with law.

15. Apart from the above, we repeatedly asked learned counsel for the petitioner to produce before us any notification under the U.P. Parks, Playgrounds and Open Places (Preservation and Regulation) Act, 1975 declaring plot No.70 as a park. On the other hand, learned counsel for the respondent No.2 has produced before us an office note of the Officer Incharge (Assets) Nagar Nigam, Kanpur dated 02.06.2022 in which it has been mentioned that the KDA Plot No.70 W/1 Block of Scheme Juhi of Kanpur was illegally and unauthorisedly allotted for one year by the Udyan Adhikari for

maintenance to one Sri Bhupesh Awasthi, President, Bhagwan Parashuram Mahasabha which period having expired, the allotment also has to be cancelled and the aforesaid plot is not the property of the Nagar Nigam nor it is owned by Nagar Nigam.

16. We have noticed these facts in just preceding paragraph merely for the purposes to make assessments of the high-handedness and harassment attitude of the petitioner against the respondent No.2, who having contested the matter for about 21 years, is not allowed to use the plot allotted to him and also in terms of the registered lease deed. Therefore, for the continuous harassment being caused by the petitioner to the respondent No.2, and dragging in litigation for about 21 years deserves to be awarded exemplary cost which we assess at Rs.5,00,000/-.

17. For all the reasons aforestated, the writ petition is dismissed with cost of Rs.5,00,000/- which shall be paid by the petitioner to the respondent No.2 within a week by way of account payee bank-draft.

Order Date :- 24.05.2023

NLY

ITEM NO.64

COURT NO.7

SECTION XI

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 13906/2023

(Arising out of impugned final judgment and order dated 24-05-2023 in WC No. 17800/2023 passed by the High Court Of Judicature At Allahabad)

KANPUR DEVELOPMENT AUTHORITY

Petitioner(s)

VERSUS

DISTRICT CONSUMER DISPUTE REDRESSAL & ANR.

Respondent(s)

(FOR ADMISSION and I.R. and IA No.125235/2023-EXEMPTION FROM FILING O.T.)

Date : 10-07-2023 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.S. BOPANNA
HON'BLE MR. JUSTICE M.M. SUNDRESH

For Petitioner(s) Mr. Tushar Mehta, Solicitor General
Ms. Harshita Raghuvanshi, AOR
Mr. Shashank Kumar, Adv.

For Respondent(s) Mr. S.Nagamuthu, Sr. Adv.
Mr. Rameshwar Prasad Goyal, AOR
Mr. Manish Shukla, Adv.
Mr. Ashish Shukla, Adv.
Ms. Shweta Yadav, Adv.
Mr. C.m.angadi, Adv.

UPON hearing the counsel the Court made the following
O R D E R

Heard Mr. Tushar Mehta, learned Solicitor General as also the learned senior counsel for the respondents. In so far as the merits of the impugned order, we see no reason to interfere. However, in the peculiar facts and circumstances of the instant case, we do not approve of the cost of Rs.5 Lakhs, which has been imposed upon the petitioner-authority. Hence, the cost imposed is waived.

The cost of Rs. 5 Lakhs, which is said to have been deposited by the petitioner-Authority, may be withdrawn by the petitioner. On execution of the order, if any action to be taken arises, to that extent, the right to proceed as per law, is left open.

Further, we make it clear that the non-interference with the impugned order herein, shall not preclude the authorities in proceeding in accordance with law after providing opportunity to the respondents herein. In that regard, all contentions of the parties urged in Writ Petition(C) No. 23521/2022 are left open to be urged and this Order shall not come in the way of the High Court considering it in accordance with law.

However, time of four weeks is granted to comply the Order before the Executing Order.

Petition is accordingly, disposed of along with the pending application(s), if any.

(NISHA KHULBEY)
SENIOR PERSONAL ASSISTANT

(DIPTI KHURANA)
ASSISTANT REGISTRAR

Court No. - 21

Case :- WRIT - C No. - 23521 of 2022

Petitioner :- C/M Jawahar Vidya Samiti And Another

Respondent :- State Of U.P. And 4 Others

Counsel for Petitioner :- Prabhakar Awasthi, Sanjeev Kumar Tyagi, Saurabh Tripathi, Tarun Agrawal

Counsel for Respondent :- Anand Prakash Paul, C.S.C.

Hon'ble Manoj Kumar Gupta, J.

Hon'ble Anish Kumar Gupta, J.

1. The Vice Chairman, Kanpur Development Authority, Kanpur, has filed an affidavit in compliance of the previous order and in which the stand taken is that the development authority without prejudice to its rights in the pending proceedings decided to hand over possession of the disputed plot to the petitioner society. It made effort to deliver possession of the same on various dates but there was huge resistance by the residents and therefore, the drive had to be called off to ensure maintenance of law and order. The development authority has given option of allotting alternative plot to the petitioner or for refund of the money deposited by it along with 9% interest and also a third option relating to delivery of possession of the property in dispute, if desired by the petitioner.

2. Counsel for the petitioners seeks time to file affidavit in rebuttal.

3. Accordingly, adjourned to 09 December, 2024, as a fresh case.

(Anish Kumar Gupta, J.) (Manoj Kumar Gupta, J.)

Order Date :- 18.11.2024

gp

Court No. - 21

Case :- WRIT - C No. - 23521 of 2022

Petitioner :- C/M Jawahar Vidya Samiti And Another

Respondent :- State Of U.P. And 4 Others

Counsel for Petitioner :- Prabhakar Awasthi, Sanjeev Kumar Tyagi, Saurabh Tripathi, Tarun Agrawal

Counsel for Respondent :- Anand Prakash Paul, C.S.C.

Hon'ble Manoj Kumar Gupta, J.

Hon'ble Anish Kumar Gupta, J.

1. Counter affidavit filed by counsel for the petitioners in reply to the impleadment application is taken on record. A week's time is allowed to counsel for the applicant who has filed the impleadment application to file rejoinder affidavit. Supplementary affidavit filed by him is taken on record.
2. Sri A.P. Paul, learned counsel for Kanpur Development Authority, has filed a stay application and supplementary counter affidavit which are taken on record.
3. It is submitted by Sri Amit Saxena, learned Senior Counsel, assisted by Sri A.P. Paul, learned counsel for the Kanpur Development Authority, that although Kanpur Development Authority is ready to implement the order of the District Consumer Forum, as was the statement made before the court on 18.11.2024, but the petitioners are still to exercise their choice in respect of the options given to them. It is further submitted that since the entire dispute is *sub judice* before this court, therefore, execution of the non-bailable warrant by the District Consumer Forum may be kept in abeyance.
4. Having regard to the submissions made, we hereby provide that the execution of the non-bailable warrant against Vice Chairman of Kanpur Development Authority shall remain in abeyance till the next date of listing.

5. Kanpur Development Authority shall bring on record a scaled map, over which the land which has been allotted to the petitioners shall be traced, as well as the land allotted to Goonga-Behra School and also the alleged park, along with affidavit of a responsible officer.

6. List as fresh on 19.12.2024.

7. Parties are at liberty to file further affidavits as may be advised.

(Anish Kumar Gupta, J.) (Manoj Kumar Gupta, J.)

Order Date :- 9.12.2024

Jaideep/-