



2026:AHC:16194-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD
CIVIL MISC REVIEW APPLICATION No. - 6 of 2024

Yamuna Expressway Industrial Development Authority And 2 Others
.....Applicant(s)

Versus

Ms Silverline Furnishing And Furnitures Pvt Ltd
.....Opposite
Party(s)

Counsel for Applicant(s)	: Aditya Bhushan Singhal
Counsel for Opposite Party(s)	: Bidhan Chandra Rai, Kartikeya Saran

Along with :

- 1. Civil Misc Review Application No. 10 of 2024:**
Yamuna Expressway Industrial Development Authority and 2 others
Versus
Ms Silverline Furnishing and Furnitures Pvt Ltd
-

Court No. - 42

HON'BLE SIDDHARTHA VARMA, J.
HON'BLE ASHUTOSH SRIVASTAVA, J.

Heard Sri Manish Goel, learned Additional Advocate General assisted by Sri Aditya Bhushan Singhal, Sri Pranav Tanwar and Sri Abhay Pratap Singh, learned counsel for the review applicants and Sri Shashi Nandan, learned Senior Counsel assisted by Ms. Sanchita Mehrotra, Sri Bidhan Chandra Rai, Sri Kartikeya Saran, Sri Lal Singh Benewal and Sri Deshpal Chaudhary, learned counsel for the writ petitioner/opposite party in the review applications. Sri Pankaj Kumar, learned Standing counsel for the State Respondents has also been heard.

The Review Applications No. 6 of 2024 and 10 of 2024 have been filed by the respondent YEIDA/Review Applicant seeking the review of the judgment and order dated 16.11.2023 passed in Writ-C No. 23888 of 2021 (M/s Silverline Furnishing and Furniture Pvt. Ltd. Vs. State of U.P. and 3 others) and Writ-C No. 26513 of 2022 (Silverline Furnishing and Furnitures Pvt. Ltd. Vs. State of U.P. & others) whereby and whereunder the writ petitions were allowed in the following terms:-

"24. In view of the above, both the writ petitions are allowed. The order dated 11.11.2020 impugned in Writ Petition No. 23888 of 2021 demanding interest and penal interest on the premium and lease rent

during the period physical possession of the leased land has not been given to the petitioner is set aside. The order dated 27.07.2022 whereby canceling the lease deed and allotment of the land in favour of the petitioner is also set aside. The respondent YEIDA is directed to handover actual physical possession of the lease land to the petitioner within three months of service of certified copy of the order of this Court upon it. Respondent YEIDA shall also execute an additional lease deed for the remaining area of the Plot No. TS-2, Sector 18 reserved and allotted to the petitioner company under letters dated 30.03.2011 and 22.12.2011 within the aforesaid period. YEIDA shall issue a revised demand to the petitioner for the balance premium and rent after providing exemption from payment of rent of premium and lease rent and interest thereon for the period actual physical possession of land is handed over to the petitioner."

It may be noted that the above mentioned two writ petitions between the same set of parties involved identical facts and were decided by a common order dated 16.11.2023, review of which is sought. The Writ-C No. 26513 of 2022 was filed assailing the order dated 27.07.2022 passed by YEIDA cancelling the allotment as also the lease deed executed in favour of the writ petitioner (respondent herein) during the pendency of the Writ-C No. 23888 of 2021. Both the writ petitions had been connected and Writ-C No. 23888 of 2021 was treated to be the leading case.

Since both the review applications have been preferred on identical grounds and common arguments have been advanced by the learned counsel for the parties, both the review applications are being decided by a common order.

Sri Manish Goel, learned Senior Counsel/Additional Advocate General appearing for the review applicant while pressing the review applications has made the following submissions:-

A. (i) The Writ Court while rendering the judgment under review missed out on the applicant authority's arguments. Elaborating further he submits that the writ petitioner had accepted the land on "as is where is" basis and on terms as mentioned in the lease deed along with the possession certificate without any protest or condition and failed to comply with its contractual obligations.

(ii) The Writ Court missed out on the crucial factual aspects relating to the writ petitioners persistent defaults and contractual breaches despite re-

schedulement done and period for payment extended.

(iii) The Writ Court did not consider the written submissions placed on record on behalf of the applicant authority and no finding has been returned on the points raised in the written submissions.

It is further argued that the judgment under review overlooks the applicant authority's detailed pleadings, written submissions and binding precedents cited on record.

B. The Writ Court took note of the references but failed to consider the same and held that actual physical possession of the land was not handed over to the writ petitioner. The relevant clauses of the scheme gave complete disclosures regarding the status of the land and it was mentioned therein that the plot in question was still under acquisition. The petitioner had made the bid for the land in question knowing fully well of the terms attached to it. The Writ Court while rendering the impugned judgment had noticed these aspects in Paras 14-15 and 17 of the judgment under review but failed to record any finding on the nature of offer, reservation, allotment lease and possession.

The writ court has failed to appreciate the true legal import of the expression "as is where is" which means that the allottee accepts the property with all its existing conditions and encumbrances and such allottees cannot claim any right to additional facilities, demarcation, as ready possession beyond what the lease deed stipulated.

C. The Chaudhary Committee Report dated 30.09.2013 and the Hon'ble Supreme Court's judgment in **YEIDA Vs. Shakuntala & Welfare Society & Others** reported in **2022 SCC online SC 655** placed on record as additional document and taken on record on 1st August 2024 subsequent to the judgment under review, records development undertaken by the writ petitioner over the project area and as such it negated the plea that the petitioner did not receive possession of the plot in question.

D. Exit of lead member being impermissible the writ Court failed to deal with the same in its correct perspective. It is contended that the consortium structure was integral to the offer and allotment and clause 1(g) of the Scheme mandated that the lead member shall retain at least 30% shareholding till issue of completion certificate. It is also contended that

admittedly the lead member M/s Ameniti Builders & Developers Pvt. Ltd., exited entirely without any decision or approval of the applicant Authority Board. The writ Court committed an error on the face of the record to treat the illegality committed by the writ petitioner as 'acquiescence' on the part of the applicant Authority.

It is lastly submitted that absence of the lead member, when had formed the basis of the cancellation of the allotment of the land in favour of the writ petitioner, then allowing the lease to the subsist despite exit of all the members of the consortium to which the allotment was originally made being contrary to Clause 1(g) of the Scheme was not warranted. Allowing the lease to continue would frustrate the object of public tender and would undermine public interest. Also non compliance of the conditions in Clause 1(g) of the Scheme and ignoring of the conditions of the brochure would warrant a review of the judgment dated 16.11.2023.

Per contra, Sri Shashi Nandan, learned Senior Counsel appearing for the opposite party in the review applications/writ petitioner, in opposition to the review applications, submits that the judgment dated 16.11.2023 sought to be reviewed does not suffer from any error apparent on the face of the record so as to warrant its review. The order impugned is just and proper and considered all aspects pressed and argued. The grounds urged in the review application are nothing but cleverly articulated grounds which were urged before the writ Court and were dealt with. Some new grounds have also been urged in the present review which were never raised before the writ Court but the said grounds do not satisfy the requirement of Order 47 Rule 1 CPC and as such, are otherwise liable to be ignored. Accordingly, it is submitted that the review applications warrant outright rejection.

We have heard the learned counsel for the parties, given our anxious consideration to the submissions advanced and have also perused the records. Records reveal that the review applicant YEIDA invited tender for setting up residential township from interested parties for allotment of Plot No. TS-2 in Sector 18, Greater Noida for size approx. 100 acres under Scheme YEA-RT-03/2011. A Consortium of companies was permitted to bid against the tender. The Consortium applied against the tender invited after depositing Rs. 10 lacs as processing fee and Rs. 10 crores as earnest money. A reservation letter dated 30.3.2011 was issued in favour of the Consortium by the review applicant requiring the Consortium to pay a total

premium of Rs. 1,91,62,54,500/- for an area of 4,04,700 square meters of land. The Consortium deposited 10% of the total premium i.e. Rs. 19,16,25,450/- on 28.4.2011. The review applicant instead of allotting 4,04,700 square meters of land issued allotment letter dated 22.12.2011 for an area of 2,87,645 square meters only and assured that the remaining land would be allotted as soon as the land came under its possession. The Consortium thereafter again deposited 20% of the allotment money i.e. Rs. 24,18,26,801/-, stamp duty of Rs. 8,01,88,666/- and the advance lease rent of Rs.1,44,48,409/- between 16.02.2012 and 24.02.2012. The review applicant despite accepting 20% of the allotment money and stamp duty of Rs. 8,01,88,666/- as against 2,87,645 square meters of land executed a lease deed for 1,84,199 square meters only in favour of the writ petitioner. It was stated here that the execution of lease for a lesser area was on account of a 3rd party litigation and various possession problems being faced by the review applicant. The review applicant also promised that balance land would be offered as and when it would be available. The excess amount accepted by the review applicant from the writ petitioner was to be adjusted towards execution of lease deed in respect of remaining land in future.

From the records, it also transpires that it has been the constant case of the writ petitioner/respondent that the review applicant had failed to handover the actual physical possession of the leased plot and the possession certificate attached to the lease deed was nothing but a paper transaction. Records further reveal that protests in this regard were raised by the writ petitioners from time to time which were not addressed and the review applicant raised unwarranted demands based on unamended payment schedules. The records further reveal that the writ petitioners had deposited 61.74 crores against the plot in question without getting the actual physical possession of the same and the entire project of the writ petitioners stood delayed and severely compromised.

The Writ Court noticed that the bone of contention between the parties was with regard to the handing over of the actual physical possession of the leased plot. The review applicant emphasized that the land leased i.e. 1,84,199 square meters had been delivered which fact was disputed by the writ petitioner/respondent. The writ Court proceeded to decide the aspect of handing over of actual physical possession. It had also found that had the possession of the leased plot been delivered, it would have justified the demand raised by the review applicant. Also it had found that had the

possession of the entire land been given its action to cancel the allotment and forfeit the amount deposited would have been justified. On the other hand, the order had found that non delivery of the possession would render the actions impugned in the writ petition unwarranted. The writ Court on the appreciation of the material on record had returned a finding that actual physical possession of even the leased land had not been delivered to the writ petitioners. All other aspects emanating from the action of the review applicant of not delivering the actual physical possession of the leased land to the writ petitioners is secondary. We find that the conclusion of the writ court on the materials placed before it and the directions issued under the impugned judgment dated 16.11.2023 were completely justified and do not warrant its review.

Compliance of the terms of the lease deed cannot be unilateral with the entire obligation resting on the shoulders of the writ petitioner. The review applicant was equally obligated to comply with its part of the contract which was to deliver the actual physical possession of the leased plot. This it utterly failed to perform. We are thus not impressed by the submissions of Sri Manish Goel that the writ petitioner failed to comply with its contractual obligations and committed persistent default and contractual breaches.

We are also not impressed with the submission that the Chaudhary Committee Report dated 30.09.2013 referred to in the decision of the Apex Court in **YEIDA Vs. Shakuntala & Welfare Society & others**, reported in **2022 SCC Online SC 655**, recorded development undertaken by the writ petitioner and negated the plea of the writ petitioner that it was not handed possession of the leased land. The Apex Court in Para 49 of the aforesaid decision had referred to the relevant part of the discussion that had taken place in the meeting held with the representatives of the allottees as follows:-

4. It was informed by the representatives of M/s Silverline and other units/institutions that due to interrupting their development works as a result of the demands being raised by the farmers of the area, the project cost is getting escalated. Due to solving the problems of farmers, the investment will be increased in the area and in disposal of the same, they will provide their assistance.

5. Regarding the demand of giving 10% abadi land in place of 7% abadi land to be given to the ancestral farmers. it was said by the representative of M/s JP Infratech Pvt. Ltd., namely, Shri Sameer Gaur that earlier, they

have been paid value of 7% abadi land and development charges, now, if any other cost is imposed, then, company is not in position to bear the same."

50. It could thus be seen that even the representatives of the allottees were of the opinion that on account of the agitation of the local farmers, the developers were not in a position to carry out any work on the spot. It was also impressed upon that on account of this, the cost of the project was getting escalated.

Upon perusal of the contents of the para 49 of the decision of the Apex Court reproduced above we find that it is not confined to the writ petitioner M/s Silverline. It refers to other units and institutions and is not demonstrative of the fact that actual possession of the leased plot had been handed over to M/s Silverline. In our opinion the para is only demonstrative of the fact that the allottees/developers were not in a position to carry out any work on the spot. The writ court in the judgment dated 16.11.2023 sought to be reviewed had elaborately dealt with the issue of handing over of actual physical possession in para 21 of the judgment dated 16.11.2023 which is being reproduced hereunder:-

"21. We have examined the Possession Certificate dated 02.03.2012 as also the lease plan for Plot No. TS-2, Sector 18, filed at pages 72, 73 and 75 respectively to the writ petition. We find that the Possession Certificate though has been signed by the Director of the petitioner Company, reflects an area of 1,84,199 sq. mtrs., however, the boundaries of the area have not been specified and it is simply shown to be as per lease plan. A perusal of the lease plan annexed at page 73 of the writ petition reflects the original area of 4,05,292 sq. mtrs of Plot No. TS-2, Sector 18 reserved for the petitioner. The lease plan reflects certain areas shaded without specifying the character of such shaded areas whether possession of shaded area has been handed over or otherwise. Further, the lease plan is not in consonance with the Possession Certificate and does not inspire confidence. We find force in the submissions of Sri Shashi Nandan, learned Senior Counsel for the petitioner that the boundary of the plot allotted has nowhere been specified. No dimensions of the plot or details thereof have been indicated in the lease plan to demonstrate the handing over of possession of the leased plot to the petitioner as alleged by the Contesting Respondent/ Development Authority. The lease plan also does not indicate where the area of 1,84,199 sq. meters allotted to the petitioner lies. The Possession Certificate is nothing but paper transaction and the petitioner has signed

the document in good faith in continuation of the lease deed. The validity of the Possession Certificate dated 02.03.2012 is also found doubtful as admittedly the representatives of the respondents and the petitioner visited the site on 10.08.2015 for the purpose of handing over/taking over possession of the plot which could not materialize on account of agitation by the farmers. The respondent YEIDA has failed to bring on record any other document to demonstrate that the actual physical possession of the plot leased out to the petitioner was handed over. We under such circumstances hold that the petitioner was not handed over the actual physical possession of the entire leased land. Since we have concluded that the actual physical possession of the land leased out to the petitioner was not handed over to the petitioner the demand raised by the YEIDA towards the lease rent and interest cannot be justified. YEIDA has also failed to provide the remaining land to the petitioner."

Admittedly, the fact that some development work had already been taken up on the land leased to the writ petitioner was not pleaded before the Writ Court and is liable to be ignored as it does not satisfy the requirements of Order 47 Rule 1 CPC. The foundation that the discovery of the new material or evidence was neither within the knowledge of the Review Applicant or that it could not lay its hands on such document/evidence after exercising due diligence prior to passing of the order has not been established as required under Order 47 Rule 1 CPC.

We are conscious of the settled legal position that review of a judgment is a serious step and resort to it is proper only where a glaring omission or patent mistake or grave error has crept in. In the words of Krishna Iyer, J. (as His Lordship then was) made in the case of **M/s Northern India Caterers (India) Ltd. Vs. Lt. Governor of Delhi [1980(2) SCC 167]**, "a plea of review, unless the first judicial view is manifestly distorted, is like asking for the Moon. A forensic defeat cannot be avenged by an invitation to have a second look, hopeful of discovery of flaws and reversal of result A review in the counsels mention cannot repair the verdict once given. So, the law laid down must rest in peace."

The Apex Court in a case of **Kamlesh Verma versus Mayawati and others**, reported in **2013 (8) SCC 320** had observed that review proceedings have to be strictly confined to the scope and ambit of Order XLVII Rule 1 CPC. As long as the point sought to be raised in the review application has already been dealt with and answered, parties are not entitled to challenge

the impugned judgment only because an alternative view is possible. The principles for exercising review jurisdiction were succinctly summarized in the captioned case as below:-

"20. Thus, in view of the above, the following grounds of review are maintainable as stipulated by the statute:

20.1. When the review will be maintainable:

- (i) Discovery of new and important matter or evidence which, after the exercise of due diligence, was not within knowledge of the petitioner or could not be produced by him;
- (ii) Mistake or error apparent on the face of the record;
- (iii) Any other sufficient reason.

The words "any other sufficient reason" has been interpreted in **Chajju Ram vs. Neki (AIR 1922 PC 112)**, and approved by this Court in **Moran Mar Basselios Catholicos vs. Most Rev. Mar Poulouse Athanasius & Ors.** (1955 SCR 520) to mean "a reason sufficient on grounds at least analogous to those specified in the rule". The same principles have been reiterated in **Union of India v. Sandur Manganese & Iron Ores Ltd. & Ors. [2013(8) SCC 337]**.

20.2. When the review will not be maintainable: -

- (i) A repetition of old and overruled argument is not enough to reopen concluded adjudications.
- (ii) Minor mistakes of inconsequential import.
- (iii) Review proceedings cannot be equated with the original hearing of the case.
- (iv) Review is not maintainable unless the material error, manifest on the face of the order, undermines its soundness or results in miscarriage of justice.
- (v) A review is by no means an appeal in disguise whereby an erroneous decision is re-heard and corrected but lies only for patent error.
- (vi) The mere possibility of two views on the subject cannot be a ground for review.
- (vii) The error apparent on the face of the record should not be an error which has to be fished out and searched. (viii) The appreciation of

evidence on record is fully within the domain of the appellate court, it cannot be permitted to be advanced in the review petition.

(ix) Review is not maintainable when the same relief sought at the time of arguing the main matter had been negated."

From a plain reading of the provisions of Order XLVII Rule 1 CPC and the ratio of the precedent set by the Apex Court, through its various decisions a judgment may be open to review inter-alia if there is a mistake or error apparent on the face of the record. An error which is not self evident and has to be detected by a process of reasoning, can hardly be said to be error apparent on the face of the record justifying the Court to exercise its power of review. In exercise of the jurisdiction under Order XLVII Rule 1 CPC, it is not permissible for an erroneous decision to be "reheard and corrected". A review petition has a limited purposes and cannot be allowed to be "an appeal in disguise".

It is also well settled that a party is not entitled to seek review of a judgment delivered by the Court merely for the purpose of a rehearing and a fresh decision of the case. The normal principle is that a judgment pronounced by the Court is final and departure from that principle is justified only when circumstances of a substantial and compelling character make it necessary to do so.

Recently, the Apex Court in the case of **Pancham Lal Pandey versus Neeraj Kumar Mishra and others, Civil Appeal No. Of 2023 [arising out of Special Leave Petition (C) No. 3329 of 2021]** decided on February 15, 2023, reported in 2023 LiveLaw (SC) 111 has held "that the provision of review is not to scrutinize the correctness of the decision rendered rather to correct the error, if any, which is visible on the face of the order/record without going into as to whether there is a possibility of another opinion different from the one expressed."

In view of above stated position, we are of the opinion that the well considered judgment sought to be reviewed does not fall within the scope and ambit of review. The review applicant has failed to make out any mistake or error apparent on the face of the record in the impugned judgment and has failed to bring the case within the parameters laid down by the Courts of Law for reviewing the impugned judgment. Since, we are not inclined to entertain the review applications, we do not propose to deal with

the other submissions made by learned counsel for the parties, on merits.

In that view of the matter, the review applications are **dismissed**.

Consigned to records.

January 22, 2026

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(Ashutosh Srivastava,J.) (Siddhartha Varma,J.)