

GAHC030000322021



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/8/2021

Shanti Kumar Chakma and 609 Ors
R/o Chotapansury, Kamlanagar, Chawnte, Mizoram

2: Kalaphar Chakma
Chotapansury
Chawngte
Mizoram

3: Dipankar Chakma
Chotapansury
Chawngte
Mizoram

4: Druno Chariyo
Chotapansury
Chawngte
Mizora

VERSUS

Union of India and 11 Ors
New Delhi

2:The Director General
Border Roads Organisation
Delhi Cantt. New Delhi

3:The Chief Engineer Project Pushpak
Zemabawk
Aizawl

4:The Officer Commanding 72 RCC (GREF)
99 APO

5:The Border Security Force rb The Inspector General
Frontier M and C
BSF Mashimpur
Silchar Assam

6:The National Projects Consturction Corporation Ltd.
Raja House
30-31
Nehru Place
New Delhi 110019

7:The Deputy General Manager National Projects Construction COrporation
Lawngtlai

8:The State of Mizoram rb The Secretary
Land Revenue and Settlement Dept
Aizawl
Mizoram

9:The Deputy Commissioner
Lawngtlai
Lawngtlai District

10:The Chakma Autonomous District Council rb The Executive Secretary. CADC
Kamalanagar
Lawngtlai District
Mizoram

11:The Senior Revenue Officer
Land Revenue and Settlement Dept.
CADC
Kamalanagar
Mizoram

12:The District Council Conservator of Forest
EF and CC Dept.
Aizawl
Mizora

Advocate for the Petitioner : Mr C Lalfakzuala

Advocate for the Respondent : Ms Zairemsangpuui (CGC) for R1-R5

**BEFORE
HONOURABLE MRS. JUSTICE MARLI VANKUNG**

JUDGEMENT & ORDER (CAV)

Date : 11.09.2023

Heard Mr. C Lalfakzuala, learned counsel for the petitioners along Ms. Zairemsangpuii learned CGC for respondent Nos. 1, 2, 3, 4 & 5, Mr. P. Goswami, learned counsel for respondent Nos. 6 & 7, Mr. P.C. Lalhangmawia, learned Government Advocate for the State respondent Nos. 8 & 9 and Mr. Reuben Lalrinsanga, learned counsel for respondent Nos. 10, 11 & 12.

[2.] This writ petition is filed under Article 226 of the Constitution of India for issuance of the appropriate writ against the respondents in the matter of land acquisition of Indo-Bangla Border Fencing (IBBF) from Chhotapansury to Jaralsury including diverted road under CADC area within Lawngtlai District, wherein the respondents have failed to make payment of compensation amounting to Rs. 31,99,91,282/- (Rupees thirty one crore ninety nine lakh ninety one thousand two hundred eighty two) only to the petitioners in respect of Award No. 1/2018. The writ petition is also for payment of solatium and interest as per the Road to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and interest as per Section 80 of the Act.

[3.] Brief facts of the case is that the petitioners are the legal and rightful owners of land having valid Land Settlement Certificate (Garden and House Site) issued by the

Land Revenue & Settlement Department, Chakma Autonomous District Council (CADC). The lands of the petitioners are located at different villages such as Chhotapansury, Gulsingbapsora, Nagdarasora and Gerakuluksora including diverted road under the Chakma Autonomous District Council (CADC) area, Lawngtlai District. The Principal Secretary, Land Revenue & Settlement Department had published a notification under sub section (i) of Section 4 of the Land Acquisition Act, 1894 dated 26.10.2012 for construction of Indo-Bangla Border Fencing (IBBF) and approach road to Border Out post's within Lawngtlai District. The Government of Mizoram through the Principal Secretary, Revenue Department then issued a declaration under Section 6 of the LA Act, 1894 dated 8.4.2013 that the land specified in the Schedule including the petitioners land was required for public purposes. According to the petitioners, the land notified for acquisition was marked out and measured by Surveyor of Land Revenue & Settlement Department, CADC, Kamalanagar in presence of the petitioners, representatives of acquiring Department (NPCC) and SDO (C) Chawngte. The total area of the land was measured as 281813 Sq.mtrs.

[4.] Thereafter, the land of the petitioners was compulsory acquired vide Award No. 1 of 2018 for construction of Indo-Bangla Border Fencing (IBBF) and approach road under CADC area within Lawngtlai District. The Draft Award No.1/2018 amounting to Rs.31,99,91,282/- (Rupees thirty one crore ninety nine lakhs ninety one thousand two hundred eighty two only) was approved by the Government of Mizoram, Land

Revenue and Settlement Department vide Memo No.K.12011/39/2012-REV dated 31.7.2018.

[5.] Mr. C Lalfakzuala, learned counsel for the petitioners submits that prior to the filling of the instant writ petition, the petitioners had filed WP(C) No. 121 of 2019 which was however withdrawn with a liberty to file afresh since the Border Road Organisation (BRO) and Chakma Autonomous District Council (CADC) were not impleaded. He submits that as per the affidavit dt. 12th May, 2020 submitted by the Deputy Inspector General, Sector Headquarters, BSF, Aizawl in W.P (C) No. 121 of 2019, the BRO had made payment for damages caused to land/building/fruit bearing and non-fruit bearing trees to some land owners. It was submitted therein that payment to the tune of Rs.23,40,850/- and Rs.22,72,670/- for the land falling between Chainage 49.10 km to 59.10 km (BP No.2347/M to 2347/25) and Chainage 59.10 km to 69.10 km (BP No.2347/25 to 2348/35) had been done through: SBI Lunglei banker cheque No.1884356 (for Rs.23,40,850/-) and cheque No.184357 (for Rs.22,72,670/-) dt. 19th Dec, 2007 to the Environment and Forest Department, CADC. A 'No claim certificate' was then allegedly executed by the then President, Village Council Court, Chotapansury, Gulsingbapsora, Nagdarasora, Gerakuluksora, Jarulsury, Assistant Revenue Officer, CADC and Assistant Conservator of Forest, CADC, Kamalanagar certifying that compensation cases for the village of Chotapansury, Gulsingbapsora, Nagdarasora, Gerakuluksora and Jarulsury (between km 49.100 to km 69.100 on IBB

(S) road are genuine and there will be no further claims besides this compensation submitted to 72 RCC (GREF). The learned counsel submits that this was done to restrain the villagers or land owners to claim rightful compensation as per the prevailing law. However, the petitioners were not signatories of the said 'No Claim Certificate' and the 'No Claim Certificate' is *non est* in law and is liable to declare null and void.

[6.] The learned counsel for the petitioners further submits that the petitioners are entitled to compensation under Section 24 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, inasmuch as, compensation has not been paid nor deposited in the account of the beneficiaries till date. The petitioners are therefore entitled to pay of interest from the award amount of Rs. 31,99,91,282/- @ 15% per annum as per Section 80 of the 2013 Act, since the amount of compensation has not been paid within a period of 1 (one) year from the date of taking possession of the land of the petitioners. The learned counsel submits that once an award is given which is also duly approved by the State Government, the respondents are bound to honor and execute the award. He also mentions that the respondents have also not challenged the award in any way and therefore, they are bound to pay the award along with the interest that has incurred as per the provisions of 2013 Act.

[7.] In support of his submissions, the learned counsel has relied on the

decisions of the Apex Court in (i) ***Santosh Kumar & Ors. Vs. Central Warehousing Corporation & Anr.***, reported in ***(1986) 2 SCC 343*** where it was observed that the Collector, in making an award, acts as an agent of the government, and that the legal character of the award made by the Collector is that of a tender or offer by him on behalf of the Government and it is difficult to appreciate how a government or anyone could but claim through the government would be entitled to question the award, apart from fraud, corruption or collusion. (ii) ***Pune Municipal Corporation & Anr. Vs. Harakchand Misirimal Solanki & Ors.***, reported in ***(2014) 3 SCC 183*** the Apex Court held that the 1894 Act being an expropriatory legislation has to be strictly followed. It is settled proposition of law that where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all. It was held that when an award under Section 11 of the 1894 Act is made more than 5 years prior to the commencement of the 2013 Act and no compensation has been paid to the owners nor has the amount of compensation been deposited in the Court by the Special Land Acquisition Officer then by virtue of Section 24 (2) of the 2013 Act, the petitioners are entitled to compensation under the 2013 Act. (iii) ***Indore Development Authority Vs. Manoharlal & Ors.***, reported in ***(2020) 8 SCC 129***, the Apex court clarified the word 'paid' in Section 24 (2) of the 2013 Act, that simply depositing the compensation in State Treasury cannot be termed as 'paid'. The word 'deposited' in Section 24 (2) has to be interpreted and giving the meaning which it had under the 1894 Act regime i.e., deposit in Reference Court, or,

deposit in State Treasury as per applicable Rules and standing orders. (iv) The learned counsel also relied on the judgment of a coordinate bench of this Court in ***Sh. Jone & Ors. Vs. State of Mizoram & Ors.*** in WP(C) No. 87/2018 dated 17.06.2022 . The Writ petition was for payment of compensation for Draft Award No.1/2009 which was similar to Draft Award Nos. 2/2007 and 3/2009. The coordinate bench also, held that interest payable under section 28 and 34 of the LA Act can be claimed by filing writ petition under Article 226 of the Constitution of India. A similar view was also taken by this coordinate bench (v) in ***Chaukunga & 256 Ors. Vs. State of Mizoram & Ors.*** in Case No. WP(C) No. 194/2016 dated 21.07.2013.

[8.] Mr. C. Lalfakzuala, learned counsel further submits that since the award was never challenged by the respondents, they cannot now, at this later stage challenge the award which was duly approved by the State Government. That by non-payment of the compensation of Award No. 1/2018, the petitioners are now deprived of their land and their livelihood, which affects their fundamental rights guaranteed by the Constitution. He further submits that as per the Memorandum No.DGW/BFR/32nd HLEC/2016-17/664-674 dt.24/8/16 issued by the Directorate General of Works, CPWD, Government of India, administrative approval and expenditure sanction of the competent authority for an amount of Rs. 198.93 Crore was accorded by the High Level Empowered Committee (HLEC) for Land Acquisition Bill for the State of Mizoram. However, in spite of such huge amount being sanctioned, the respondents have failed to give the compensation as entitled by the petitioners.

[9.] Ms. Zairemsangpuii, learned CGC for respondent Nos. 1 to 5, who are the Chief Engineer, Project Pushpak (GREF) BRO and the Border Security Force, submits that in the instant case, there is a disputed question of fact. She submits that the land acquisition over the instant stretch of land was done way back in 2007. The respondents Nos. 1 to 5 are not involved in any way in respect of the compensation under Award no.1/2018 for payment of Rs. 31,99,91,282/- issued by DC Lawngtlai and the same which was approved by the state Government. The learned counsel for the respondent submits that BRO/Respondent No. 2 had made payment on 19th December, 2007 to the tune of Rs. 23,40,850/- and Rs. 22,72,617/- for the land that falls between Chainage 49.10 Km to 59.10 Km (BP No. 2346/M to 2347/2S) and Chainage 59.10 Km to 69.10 Km (BP No. 2347/2S to 2348/3S) respectively to compensate the land owners. The payment was made through SBI Lunglei Banker Cheque No. 1884356 (for Rs. 23,40,850/-) and Cheque No. 184357 (for Rs. 22,72,670/-) both dated 19th December, 2007 to Environment & Forest Department, CADC for the damages caused to land/building/fruit bearing/non fruit bearing trees. The payment was authenticated and counter signed by DC Lawngtlai and thereafter, a No Claim Certificate was signed on behalf of the petitioners by their respective VCPs. The payment made in 2007 was also duly witnessed by the State Official i.e., Deputy Commissioner, Lawngtlai District along with the No Claim Certificate for the acquired piece of land. However, since the State respondents have denied any knowledge of the above, there is a disputed question of fact.

[10.] The learned CGC further submits that the instant Award No. 1/2018 seems to be fake since on careful perusal of the award, the date of the award is not mentioned. The award also does not specify the type of road or what stretch of road is acquired. It appears that this award was prepared by the Government after the compensation for the stretch of land/road was already paid in 2007 and it is unusual that there is no date mentioned in the Award No. 1/2018. The learned CGC has also led this Court to the approval of the award made by the Government dated 31st July, 2018, wherein again there was no mention of the stretch of road, for which award was approved. She has also brought to the notice of the Court that the approval of Law & Judicial Department was obtained which seems unusual since for approval of the award in other cases is not referred to Law & Judicial Department. Such irregularities need to be examined as the award 1/2018 appears to be fake.

[11.] The learned C.G.C submits that for the above reasons, the Draft Award 1/2018, which was made after a lapse of almost 13 years after compensation was already paid for the damages caused to land/building/fruit bearing/non fruit bearing trees seems to be fabricated and there are questions of fact which can only be looked into by the Trial Court.

[12.] Mr. P. Goswami learned counsel for respondent Nos. 6 & 7 (The National Projects Construction Corporation Ltd/NPCC (A Govt. of India enterprise) submits that the respondent Nos. 6 & 7 are not a party to the Award 1/2018 and the petitioners have no *locus standii* to claim the award being made. He submits that in the instant

dispute there are questions of facts that need to be clarified and this matter should be remanded to the Trial Court to clarify the question of facts.

[13.] Mr. P. Goswami learned counsel submits that the Ministry of Home Affairs (respondent No. 1) has awarded NPCC the construction work of Indo Bangladesh Border (IBB) Fencing & Road under Phase-II between Border Post No. 2338 to 2364 for a total sanctioned length of 150.013 Km of IBB fence, 140.013 Km of IBB road and 71.620 Km of IBB link road along the Indo Bangladesh Border in the State of Mizoram. As per the Memorandum of Understanding (MoU) with MHA, NPCC shall be responsible for liaison with State Government/Local Authorities for acquisition of land. The land acquired under Award No. 1/2018 was not acquired by NPCC and denied any involvement in Joint Survey, Marking out, Measurement and Assessment of the land in presence of SDO (C), Chawngte for which compensation is being demanded. These are questions of facts that need to be clarified.

[14.] The learned counsel submits that the aforesaid land acquisition falls in the area of a total 20 Km length of IBB fence from Village Chhotapansury to Jaralsury (BP No. 2346/M to 2348/3S), initially sanctioned to Border Roads Organization (BRO) (respondent No. 2) by MHA (respondent No. 1) vide Agenda Item No. IBB/6 dated 12/2005 HLEC. Thus, NPCC was not the acquiring department for land acquired under Award No. 1/2018 issued by the Deputy Commissioner, Lawngtlai District. The respondent No. 7 on behalf of the respondent No. 6, NPCC vide letter dated 06.09.2019 communicated the same of the Deputy Commissioner, Lawngtlai District

(respondent No. 9) and returned the Award No. 1/2018 with a request to approach the concerned authority. He submits that the respondent Nos. 6 & 7 were only involved in fencing border on the land which was acquired by the BRO. He further submits that from the counter-affidavit filed by respondent Nos. 1 to 5, it is seen that the petitioners have already been given compensation for the land which was acquired for the construction of road that BRO/Respondent No. 2 had made payment on 19th December, 2007 to the tune of Rs. 23,40,850/- and Rs. 22,72,617/- in the year, 2007 and the petitioners cannot now come before this Court claiming for compensation for the same stretch of land vide an Award No. 1/2018. He submits that the Award No. 1/2018 which was issued much later, after a lapse of 13 years, does not specify whether it includes the previous compensation amount given to the petitioners for the same stretch of land. The learned counsel for the respondents also mentions that in the MoU filed in the rejoinder affidavit, there is no mention of the stretch of road which is said to be acquired by the respondents and the stretch of road mentioned in the MoU does not fall within the road mentioned in the writ petition. He further submits that as per the MoU, the respondent Nos. 6 & 7 were to provide for the fencing works and nothing beyond that. He also mentions that if the Award No. 1/2018 is for the stretch of road mentioned in the writ petition, then there is no explanation about the money given in 2007, which has also been mentioned by the petitioner. There is no document showing that the money given in 2007 is with respect to only the damaged crops as claimed by the petitioner. He further mentioned that it is

also clear that it is not the respondent Nos. 6 & 7, but the BRO who had acquired the land, which is clear from their counter-affidavit filed. For the above reasons, the respondent Nos. 6 & 7 have no liability to pay the Award No. 1/2018 to the petitioners. The learned counsel has relied on the judgment of the Apex Court in ***National Highways Authority of India Vs. Sheetal Jaidev Vade & Ors.***, reported in ***(2023) 2 Supreme 270 (Para 7 & 7.1)***, by submitting that the petitioners should have approached the appropriate authority under Section 18 of the LA Act for execution of the Award No. 1/2018, instead of approaching this Court under Article 226 of the Constitution of India for execution of the Award, when the Act provides for the way to execute an award.

[15.] Mr. P. Goswami learned counsel for respondent Nos. 6 & 7 has brought to the notice of the Court that the mentioned Memorandum No.DGW/BFR/32nd HLEC/2016-17/664-674 dt.24/8/16 issued by the Directorate General of Works, CPWD, Government of India, for administrative approval and expenditure sanction for an amount of Rs. 198.93 Crore accorded by the High Level Empowered Committee (HLEC) for Land Acquisition Bill for the State of Mizoram was before the said Award No. 1/2018 was made and that the respondent Nos. 6 & 7/NPCC is also involved in many other works within the State, for which the money sanctioned has been duly awarded to the concerned.

[16.] Mr. P. Goswami learned counsel also submits that the instant writ petition involves disputed question of fact since no explanation has been given with regards to

the money already received by the petitioners in 2007 and there is no document showing the nature of the award by which a sum of Rs. 23,40,850/- and Rs. 22,72,617/- was awarded to the petitioners and that this matter may be decided before the Trial Court. The learned counsel for the respondents also submits that the said notification under Section 4 of the LA Act does not specify the particulars in regard to the area and ownership of land to be acquired and Section 6 LA Act Declaration is for a vast area comprising of private land of 2339 persons as mentioned. Section 6 LA Act Declaration is also not annexed completely in the writ petition. The said section 4 LA Act notification and Section 6 LA Act declaration does not show that the Award No. 1/2018 is issued corresponding to the above mentioned Notification and Declaration under LA Act, 1894.

[17.] Mr. P.C. Lalthangmawia, learned Government Advocate for the State respondent Nos. 8 & 9 submits that the Draft Award No. 1/2018 was already made as per Land Acquisition Act, 1894, wherein the Government of Mizoram notified for acquisition of land of IBBF area covering four villages from Chotapansury to Gerakuluksora. The lands were measured during verification carried out by the team headed by SDO (C). After proper measurement in the presence of concerned VCP's and local NGO's, it was found that the online area of land is 2,81,813sq.m. and road (diversion) and quarry roads which were affected during the construction of IBBF for which the area of these lands is 20,085 sq.m. However, the Deputy Commissioner, Lawngtlai has no knowledge regarding the payment of compensation made by BRO

amounting to Rs. 23,40,850/- and Rs. 22,72,617/- in the year, 2007.

[18.] Mr. Reuben Lalrinsanga, learned counsel for the respondent Nos. 10 to 12, 13 submits that proper verification was carried out by the SDO (C) Chawngte, SDC Lawngtla i& Nodal Officer for IBBF, Lawngtlai District with representatives from CADC Viz, P&DO & Nodal Officer IBBF, CADC, Revenue Officer, CADC & Surveyors LRS Department, CADC. During spot verification no objection was raised from any side. He further submits that the Government of Mizoram notified for acquisition of land of IBBF area covering four villages from Chotapansury to Gerakuluksora. The lands were measured during verification carried out by the team headed by SDO (C). After proper measurement in the presence of concerned VCP's and local NGO's, it was found that the online area of land is 2,81,813sq.m. and road (diversion) and quarry roads which were affected during the construction of IBBF for which the area of these lands is 20,085 sq.m.

[19.] The learned counsel for respondent Nos. 10 to 12 submits that the draft award submitted by the competent authority as per Land Acquisition Act, 1894 was duly approved by the Government of Mizoram for the affected land in question for acquisition by the concerned agency, NPCC Ltd. The IBBF works had been undertaken by the NPCC Ltd. though the road alignment which was initially carried out by the Border Road Organization (BRO) (72 RCC), payment of due compensation should be made by the IBBF constructing agency i.e., NPCC Ltd. as per the approved Draft Award No. 1/2018.

[20.] I have heard and considered the submissions made by both the parties and I have perused the materials on record. From the submissions made by the rival parties the issue to be decided are whether the draft award 1 Of 2018 should be satisfied by the respondents 1 to 7 and are to pay the award along with the interest that has incurred as per the provisions of 2013 Act or whether there are questions of facts that need to be clarified in the reference court and wherein the claim of the learned CGC for respondents 1to 5,that the draft award no.1 of 2018 appears to be fake, be also examined.

[21.] According to the petitioners the land of the petitioners was compulsory acquired vide Award No.1 of 2018 for construction of Indo-Bangla Border Fencing (IBBF) and approach road under CADC area within Lawngtlai District. The Draft Award No.1/2018 was approved by the Government of Mizoram, Land Revenue and Settlement Department and the petitioners are therefore entitled to pay of interest from the award amount of Rs. 31,99,91,282/- @ 15% per annum as per Section 80 of the 2013 Act since the award which was also not challenged in any way. The learned counsel for the petitioner has relied on the decision of a coordinate bench of this court in ***Sh. Jone & Ors. (supra)*** which dealt with the delayed payment of Award No.1 of 2009. It is seen that the coordinate bench of this court held that apart from fraud, corruption or collusion, the amount of compensation awarded by the collector under section 11 of the L.A Act cannot be questioned in any proceeding either by the Government or by the company or local authority at whose instance the acquisition

was made and noted that in all the other Awards or even some of them relating to Indo- Bangladesh Border Construction, there are no materials on record that they have been made illegally , arbitrarily or in collusion and or suffered from such defects. I however find that the facts in the facts in the cited cases are not similar to the present case, where in the present writ petition the respondents no.1 to 7 has claimed that BRO/ Respondent no.2 had already made payment on 19th December, 2007 to the tune of Rs. 23,40,850/- and Rs. 22,72,617/- for the land that falls between Chainage 49.10 Km to 59.10 Km (BP No. 2346/M to 2347/2S) and Chainage 59.10 Km to 69.10 Km (BP No. 2347/2S to 2348/3S) respectively to compensate the land owners. The payment was made through SBI Lunglei Banker Cheque No. 1884356 (for Rs. 23,40,850/-) and Cheque No. 184357 (for Rs. 22,72,670/-). The petitioners claimed that this was compensation only for damaged crops of some of the petitioners. However, it is seen that neither of the parties have produced any documents to show the nature of the award where the sum of Rs. 23,40,850/- and Rs. 22,72,617/- was paid to the petitioners in the year, 2007. A 'No claim certificate' was then allegedly executed by the then President, Village Council Court, Chotapansury, Gulsingbapsora, Nagdarasora, Gerakuluksora, Jarulsury, Assistant Revenue Officer, CADC and Assistant Conservator of Forest, CADC, Kamalanagar certifying that compensation cases for the village of Chotapansury, Gulsingbapsora, Nagdarasora, Gerakuluksora and Jarulsury (between km 49.100 to km 69.100 on IBB (S) road are genuine and there will be no further claims besides this compensation submitted

to 72 RCC (GREF) which was said to be authenticated by the Deputy Commissioner/Respondent no.9. However the Deputy Commissioner/Respondent no.9 has denied any knowledge of the above said payments.

[22.] It is also seen that both respondents Nos. 1 to 5, and respondents Nos. 6 & 7) have denied their presence or knowledge when the lands of the petitioners were said to be measured during verification carried out by the team headed by SDO (C) however, the petitioners and respondent no.11 & 12 claimed that representatives of NPCC was present. The respondents no.6 & 7 denied that any payment of due compensation should be made by the IBBF constructing agency i.e., NPCC Ltd under the Draft Award 1 of 2018 by challenging the Draft Award in their letter dated 06.09.2019 communicated to the Deputy Commissioner, Lawngtlai wherein the Draft Award 1 of 2018 was returned by stating that land Acquisition part for the said stretch of IBB Fence & Road has not been the purview of NPCC as the initial works was carried out by BRO and compensation, total amounting to Rs. 46,13,520.00 was already paid by BRO/Respondent no.2. These are disputed questions of fact which need to be clarified.

[23.] The authenticity of the draft award 1 of 2018 and the approval of the award made by the Government dated 31st July, 2018, has also been questioned by the respondents Nos. 1 to 7. As submitted by the respondents in the instant Award No. 1/2018, the date of the award is not mentioned. The award also does not specify the type of road or what stretch of road is acquired to show that the Award No. 1/2018 is

issued corresponding to the notification under sub section (i) of Section 4 of the Land Acquisition Act, 1894 dated 26.10.2012 for construction of Indo-Bangla Border Fencing (IBBF) and approach road to Border Out post's within Lawngtlai District or the declaration under Section 6 of the LA Act, 1894 dated 8.4.2013 that the land specified in the Schedule including the petitioners land was required for public purposes.

[24.] Thus for the above reasons, this court finds that unless the disputed questions of fact has been clarified and the authenticity of the draft award 1 of 2018 is proved, this court is not inclined to issue any direction for payment of The Draft Award No.1/2018 amounting to Rs.31,99,91,282/- to the petitioners.

[25.] Accordingly this Writ petition is disposed of with an observation that the petitioners should approach the appropriate forum wherein the disputed questions of facts and doubts on the authenticity of the Draft Award no. 1 of 2018 is duly cleared for any further necessary action if so advised.

[26.] Writ Petition (C) No. 8 of 2021 thus stands disposed of as above.

JUDGE

Comparing Assistant