

Case :- WRIT - B No. - 943 of 2014

Petitioner :- Mohd. Ameen

Respondent :- Deputy Director Of Consolidation Bahraich/Shrawasti And Ors.

Counsel for Petitioner :- U.S.Sahai,Mohd. Tabrez Iqbal

Counsel for Respondent :- C.S.C.,Ashish Raman Mishra

Hon'ble Jaspreet Singh,J.

1. The dispute relates to eleven plots comprising of Gata No.64, situate in Village Rajapur Virpur, District Shrawasti which originally belonged to Shri Ori son of Baccha. On his death, the said property devolved on his four sons namely Chunni, Asha Ram, Putti Ram and Shree Ram. Insofar as the instant petition is concerned, the dispute is confined to 1/4 share in Gata No.64 which devolved on Chunni son of Ori.

2. It is the case of the petitioner that Chunni was perpetually sick, hence, he required money for his treatment. Accordingly, the petitioner had lend Rs.70,000/- to Chunni and his son Vikram. It is also the case that Chunni had agreed to sell the property i.e. his 1/4 share in Gata No.64 to the petitioner in lieu of Rs.70,000/- advanced to him. Since, Chunni died and he was survived only by his son Vikram, hence, Vikram had also agreed to transfer the property to the petitioner, however, the same could not be done and in the meantime the village in question came under consolidation operations.

3. It is the case of the petitioner that he filed his objections under Section 9-A(2) of the U.P. Consolidation and Holdings Act, 1953 (for short, the Act of 1953'), wherein it was stated that since Chunni had taken Rs.70,000/- for his treatment and had agreed to transfer his share which was also agreed by his son namely Vikram, hence, the petitioner, who had

also received possession, hence, his name be incorporated in the records insofar as the 1/4 share in Gata No.64 is concerned.

4. The said objections is said to have been rejected by the Consolidation Officer by means of an order dated 18.03.1980.

5. The petitioner being aggrieved filed an appeal before the Settlement Officer of Consolidation whereby the said facts were allegedly admitted by Vikram, who thereafter entered in a compromise before the Settlement Officer of Consolidation and the appeal came to be decided in terms of a compromise on 04.02.1982.

6. It is the contention of the petitioner that the said compromise was never challenged by Vikram in his lifetime and almost after thirty years, the private-respondent No.2, namely, Barsati claiming himself to be the son of Vikram filed an application for recall of the order dated 04.02.1982 before the Settlement Officer of Consolidation. It was stated by him that he gained the knowledge of the order dated 04.02.1982 when the petitioner had moved an application under Rule 109-A of the U.P. Consolidation and Holdings Rules, 1954 (for short, 'the Rules of 1954') seeking incorporation of his name on the basis of the order dated 04.02.1982, in the year 2012.

7. The said application for recall was dismissed by the Settlement Officer of Consolidation on 18.04.2013. The private-respondent No.2 filed a revision assailing the order dated 18.04.2013 as well as the order dated 04.02.1982 passed in Appeal under Section 11 of the Act of 1953. In this manner, two revisions bearing No.201 and 202 respectively were heard and decided by the Deputy Director of Consolidation by means of its judgment

and order dated 05.12.2014 allowing the revision and it set aside the order of compromise dated 04.02.1982 as well as the order dated 18.04.2013 whereby the recall application of the private-respondent No.2 was rejected.

8. The petitioner being aggrieved against the order dated 05.12.2014 passed by the Deputy Director of Consolidation, instituted the instant petition. This petition in the first instance came to be dismissed by a Coordinate Bench of this Court by means of the judgment and order dated 12.09.2016. The petitioner assailed the said order of this Court by filing a SLP (C) No.31464 of 2016 and the Apex Court while granting leave in Civil Appeal No.5536 of 2024 allowed the appeal and set aside the order passed by the High Court and remitted the matter to be decided afresh by the High Court after taking note of respective contentions of the parties and by a reasoned and speaking order. The relevant part of the order passed by the Apex Court dated 30.04.2024 has been reproduced hereinafter for ready reference:-

"5 We are not willing to consider the inter se submissions made before us. On a perusal of the impugned order, we find that the High Court has not given its own reasoning for giving its approval to the order challenged before it. Reasoning is the heart and soul of any decision having civil consequences. This applies to a judicial order as well.

6. In such view of the matter, we are inclined to set aside the impugned order by remitting the matter to the High Court for fresh consideration. We expect the High Court to take note of the respective contentions of the parties and pass a reasoned speaking order.

7. Taking into consideration the time taken, we request the High Court to consider expeditious disposal of the matter.

8. The appeal is disposed of accordingly.

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

9. In view of the aforesaid, the instant petition has been placed before this Court. The petitioner had also moved an application seeking

substitution as the sole petitioner had died. The said application was allowed by means of the order dated 26.07.2024 and the legal heirs of the deceased-petitioner have been brought on record. However, for the sake of convenience, this Court shall refer to the parties as they were originally impleaded in the writ petition.

10. Shri Mohd. Tabrez Iqbal, learned counsel for the petitioner has submitted that the Deputy Director of Consolidation has committed an error apparent on the face of the record in entertaining a revision preferred by the private-respondent No.2 against orders dated 04.02.1982 and 18.04.2013 passed by the Settlement Officer of Consolidation whereby he rejected the application for recall moved by the private-respondent No.2 after thirty years which was just and a proper order.

11. It is submitted that the application for recall moved by the private-respondent No.2 was not supported by any application seeking condonation of delay and in the garb of a recall application, the private-respondent No.2 attempted to assail an order dated 04.02.1982 whereby an appeal which was decided in terms of a compromise, duly signed by Vikram son of Chunni and had attained finality.

12. It is also urged that Vikram in his lifetime did not assail the order of compromise dated 04.02.1982 and almost after thirty years, the private-respondent No.2 Barsati claiming himself to be the son of Vikram had filed an application for recall. Moreover, Barsati was not even the son of Vikram rather he is the son of Kannu.

13. In this view of the matter, Barsati being the third party and having no

right, title or interest could not have assailed the order of compromise by either by moving an application for recall nor could he directly assail the compromise order dated 04.02.1982 passed by the Settlement Officer of Consolidation.

14. It is further urged that Chunni had 1/4 share in the plots comprising of Gata No.64 and since he had taken money from the petitioner and had promised to execute the sale-deed in lieu thereof but on account of his death, he could not fulfill his promise which was later honoured by his son namely Vikram. In such circumstances, the order of compromise could not be assailed by Barsati, who was not the son of Vikram nor he had any right in the property in dispute. It is thus, urged that the order passed by the Deputy Director of Consolidation stating that the compromise before the Settlement Officer of Consolidation dated 04.02.1982 was bad for want of stamp duty and that the compromise was legally invalid is an incorrect finding which cannot be sustained in law.

15. Learned counsel for the petitioner further submits that what cannot be done directly cannot be done indirectly either. Elaborating his submissions, it has been urged that the order of compromise dated 08.04.1982 was a valid compromise in terms whereof Vikram had transferred his share in favour of the petitioner and had also put him in possession and the petitioner being in possession for the last thirty years could not be deprived of the property at the behest of Barsati when Vikram himself never assailed the order of compromise then in such circumstances, Barsati alleging himself to be the son of Vikram could never assail the order. Moreover, by moving an application for recall in the year 2012 that

too without an application seeking condonation of delay or making out a case for condoning such humongous delay. This aspect having been ignored by the Deputy Director of Consolidation has resulted in sheer miscarriage of justice. The reasoning adopted by the Deputy Director of Consolidation in setting aside the order of compromise dated 04.02.1982 as well as the order dated 18.04.2023 whereby the Settlement Officer of Consolidation rejected the application for recall cannot be sustained. The compromise cannot be said to be illegal and invalid, hence, the petition deserves to be allowed.

16. Shri Ashish Raman Mishra, learned counsel appearing for the private-respondent No.2 has urged that the entire proceedings as alleged and initiated at the behest of the petitioner is mired in fraud. It is pointed out that the petitioner at different point of time has given a different version of his case which fortifies the apprehension of the private-respondent relating to fraud.

17. Elaborating his submissions, Shri Mishra points out that from a bare perusal of the memo of appeal which was filed by the petitioner before the Settlement Officer of Consolidation, it is stated that Chunni perpetually remained sick and he required money for his treatment and upkeep, hence, he had sold his share in the property measuring about 8 bighas of land to the petitioner in the year 1968 for a consideration of Rs.70,000/- and promised that after getting well, he would execute the sale-deed and in the same vein, the possession of the property was also transferred to the petitioner.

18. It is further submitted that this stand of the petitioner is different to

the stand which was taken before the Settlement Officer of Consolidation in the compromise, a copy of which has been brought on record as Annexure No.3. In the said compromise, the stand taken by the petitioner is that Vikram has sold the property to the petitioner and has handed over the possession and in view thereof, Vikram did not have any right remaining in the property in question, hence, the name of the petitioner be recorded in the revenue records to which Vikram and other co-owners would have no objection.

19. It is further pointed out that this statement too was also different to what has been stated in the instant petition in Paragraph-5 of the writ petition wherein it is stated that both Chunni and Vikram had borrowed money from the petitioner for the treatment of Chunni and on this account, the petitioner had paid a sum of Rs.70,000/-. In lieu of the aforesaid amount of Rs.70,000/-, Chunni had promised to execute the sale-deed in favour of the petitioner, but since Chunni died before the execution of the sale-deed, however, the petitioner had been put in possession and, therefore, Vikram thereafter agreed to transfer the property. It is thus, urged that there is variance in the stand of the petitioner.

20. It has also been stated by the petitioner that upon commencement of consolidation operations, the petitioner had filed his objections under Section 9-A(2) of the Act of 1953 which came to be rejected on 18.03.1980, whereas, no such objections were filed nor there was any order passed by the Consolidation Officer allegedly dated 18.03.1980 whereby the said objections were rejected. Thus, by resorting to fraud, the petitioner created a compromise and got the order prepared dated 04.02.1982 which

was never signed nor any thumb impression of Vikram was placed on the alleged compromise. It is further submitted that since there was no order passed by the Consolidation Officer, hence, there could be no occasion for filing an appeal. Accordingly, the proceedings and the alleged compromise is a fraudulent document said to have been arrived at between the parties in the appellate proceedings, while the petitioner could not have invoked the forum of an appeal in the first place, in absence of any order of Consolidation Officer dated 18.03.1980.

21. It is also submitted that this stand was taken by the private-respondent No.2 and despite filing of rejoinder affidavit in the instant petition, the petitioner could not bring on record the order dated 18.03.1980 which according to the petitioner was assailed in an appeal before the Settlement Officer of Consolidation and neither the petitioner could bring on record the alleged objections filed before the Consolidation Officer under Section 9-A(2) of the Act of 1953 which allegedly came to be rejected on 18.03.1980 by the Consolidation Officer.

22. It is also submitted by the learned counsel for the private-respondent No.2 that neither there was any agreement between Chunni or Vikram regarding transfer of the alleged property in question in favour of the petitioner nor there was any document indicating taking money or sale consideration for a sum of Rs.70,000/- in the year 1968.

23. Learned counsel for the private-respondent No.2 also submits that the petitioner could not indicate his source of income justifying having paid a sum of Rs.70,000/- in the year 1968 nor he could indicate what was the ailment with which Chunni was suffering.

24. It is also pointed out that Vikram at the relevant time would have been a minor and there was no basis to state that any agreement or any deed could have been executed by him, hence, the statement in the compromise that Vikram had taken money against his property from the petitioner is patently false and is nothing but a step towards the fraud played by the petitioner in order to usurp the property.

25. Learned counsel for the private-respondent No.2 has also stated that it is alleged that the petitioner had paid a sum of Rs.70,000/- in the year 1968 and as per the age indicated by the petitioner in the pleadings including as per his date of birth in the Voter's list, the petitioner himself would have been a minor, hence, there was no occasion for him to have paid nor there is any explanation as to how the petitioner got the said amount which is alleged to have been paid by him to either Chunni or Vikram. Thus, the entire case as set up by the petitioner suffers from glaring error and is nothing but a fraudulent manner to usurp the property of the private-respondent No.2, hence, in such circumstances, the Deputy Director of Consolidation was justified in recording a finding that the alleged compromise dated 04.02.1982 was legally invalid and consequently he set aside the same.

26. Learned counsel for the private-respondent No.2 also submits that the petitioner had never raised the contention that the private-respondent No.2 was not the son of Vikram. This plea has been raised only during the writ proceedings but nonetheless the same has not been appropriately proved, hence, the said plea is a blatant lie to question the right of the private-respondent No.2 only to further cement the fraud practiced by the

petitioner.

27. It has also submitted that any order procured by practicing fraud cannot be sustained and in such circumstances, the order of the Deputy Director of Consolidation cannot be faulted and for all the aforesaid reasons, the writ petition deserves to be dismissed.

28. The Court has heard learned counsel for the parties and also perused the material available on record.

29. Primarily the case set up by the petitioner is that he advanced money to Chunni and Vikram amounting to Rs.70,000/- in lieu whereof Chunni had agreed to transfer his 1/4 share in Gata No.64. Since, the sale-deed could not be executed and Chunni expired, hence, the same came to be transferred in favour of the petitioner through the compromise which is said to have been arrived at on 04.02.1982. The petitioner is said to have moved an application to get his name incorporated in the records by moving an application under Rule 109-A of the Rules of 1954 placing reliance of the order of compromise dated 04.02.1982.

30. It is only in the year 2012 when the petitioner moved the said application, did the private-respondent No.2 is said to have gained knowledge and thereafter he moved an application for recall before the Settlement Officer of Consolidation for setting aside the order dated 04.02.1982 which came to be dismissed and also assailing the same by filing two revisions wherein he assailed the order dated 18.04.2013 whereby the recall application was rejected and in the other revision, he had challenged the order dated 04.02.1982 whereby the compromise was

arrived at.

31. The issue that requires consideration of this Court is the validity of the alleged compromise dated 04.02.1982 and whether if the said compromise was fraudulent, whether any right could be conferred on the petitioner and whether the fraud could operate as a bar for the private-respondent No.2 in order to retain his rights in the property in dispute.

32. In this regard if the memo of appeal allegedly preferred by the petitioner, which is on record as Annexure No.2, is seen, it would indicate that the averment made was that Chunni had taken a sum of Rs.70,000/- for his upkeep and medical treatment and had sold the property to the petitioner and also handed over the possession of the property in dispute but since he had died before executing the sale-deed, hence, his son Vikram had agreed that the name of the petitioner may be incorporated in the revenue records and Vikram would have no objection or right in respect of the property in dispute.

33. In light of the averments and the case as set up by the petitioner and considering the contents of the compromise, what this Court finds is, that allegedly there appeared to be some arrangement between the petitioner and Chunni for transfer of the property. However, on the record, there is no document to indicate that any such agreement existed between Chunni/Vikram and the petitioner. There is no material brought on record to indicate that when and how a sum of Rs.70,000/- was paid by the petitioner to Chunni/Vikram in an around in 1968. No receipt has been placed to indicate that the money was received allegedly by Chunni/Vikram. Since, the private-respondent No.2 has brought on record the voter's list of the

petitioner which indicates the petitioner's date of birth as 45 years in the year 2014 then the petitioner around the year 1968 would have been an infant. In such circumstances, the basic plea that the petitioner had paid a sum of Rs.70,000/- and that too in the year 1968 without there being any source of income appears to be strange.

34. At this stage, it will be relevant to notice that the petitioner himself had indicated his age to be 52 years while filing the petition in the year 2014 and even according to it, the year of birth of the petitioner would be around in the year 1962 and even in that case in 1968 the petitioner would have been a minor. The compromise between the parties is said to have been occurred in the year 1982 when the petitioner may have just attained the age of majority.

35. In this regard, the case set up by the petitioner does not appear to be very convincing. Even otherwise, there are various gaps in the case of the petitioner which has neither been explained nor there is any material to support it, which is being noticed by this Court hereinafter:-

(a) The petitioner is alleged to filed his objections under Section 9-A(2) of the Act of 1953 before the Consolidation Officer which came to be rejected on 18.03.1980. Even though the private-respondent No.2 had taken a specific case that neither the petitioner had filed the said objections nor there was any order of the Consolidation Officer dated 18.03.1980, yet even though, the petitioner contested the matter upto the Apex Court from where this case has been remanded and has been pending before this Court, yet neither the objections as alleged nor the order passed by the Consolidation Officer dated 18.03.1980 has been brought on record.

(b) No document either in the shape of receipt or an agreement has been brought on record indicating the lending of money of Rs.70,000/- by the petitioner to Chunni/Vikram.

(c) No document or evidence of any witness has been brought on record to indicate in whose presence, the said amount was paid by the petitioner to Chunni/Vikram.

(d) There is no evidence either in the shape of any document or of any witness to indicate what was the ailment with which Chunni was suffering for which such a huge sum of money was required.

(e) There is no notification on record to show when the consolidation operation commenced in the village and when the village was de-notified under Section 52 of the Act of 1953. This assumes significance to ascertain the fact that once the order of the Consolidation Officer was passed as alleged on 18.03.1980 and an appeal has been preferred by the petitioner which resulted in alleged compromise dated 04.02.1982 then what prevented the petitioner to get his name incorporated in the records prepared by the consolidation authorities.

(f) There is no material on record nor any explanation given by the petitioner that once the said order of compromise was passed in the year 1982 then why the petitioner slept over the matter for decades and did not get his name mutated and only in the year 2012, he moved an application under Rule 109-A of the Rules of 1954.

(g) It is the case of the petitioner that Chunni had agreed to execute a sale-deed and though it could not be executed by him in his lifetime, but the

petitioner was put in possession of the property in dispute. This alleged fact does not appear to be correct for the reason that if it has been so then there should have been documents of possession in favour of the petitioner. There is no evidence or statement of any person indicating that the petitioner was handed over the possession or that he was in possession of the property in dispute. Had the petitioner been put in possession around in the year 1968 and if the consolidation operations commenced thereafter, the possession of the petitioner would have been recorded in the survey which is done at the commencement of the consolidation operation and it is for this reason as well that the date of commencement of consolidation operation gains importance. The date of de-notification of the consolidation operation is important since that would be material to indicate as to when the final records were prepared by the consolidation authorities.

(h) The name of the petitioner would have been indicated in various forms which are prepared during consolidation operations by the consolidation authorities including CH-Form 41 and 45. Even upon the closure of consolidation operations, the record of rights i.e. khatauni could indicate that the petitioner had any right. Moreover, the possession could have been proved by bringing on record the khasra (document of possession) and these documents are prepared from time to time but none of that has been brought on record for the last more than four decades as it has been alleged by the petitioner that he was in possession since the year 1968 onwards. Unfortunately, there is no material which can give credence to the aforesaid contention of the petitioner.

(i) There is another reason to hold that the alleged compromise was bad and

that is by the said compromise, rights were being created for the first time i.e. to say that the property was actually transferred and that would amount to a sale which necessarily required exchange of consideration and off course due payment of stamp duty and registration formalities. In the State of U.P., there is an amendment in the Transfer of Property Act which states that any transfer of a property over Rs.100/- must be effected through a registered document. Apparently, no such document has been brought on record. Even if the compromise of the year 1982 is taken on its face value and assuming that the rights were created or transferred by Vikram in favour of the petitioner then in terms of Section 17 of the Registration Act such a compromise would necessarily require registration.

(j) It is an admitted case that the petitioner and Chunni/Vikram are not relatives. That being so there could have been no case regarding a family settlement or settling of a property taking place through a family settlement. Thus, the compromise was nothing but a document by which the rights were being created for the first time in the year 1982 and without getting the said compromise registered in accordance with law, the same could not have been taken note of and to that extent the findings of the Deputy Director of Consolidation that the said compromise was invalid does not suffer from any error.

In this regard, the decision of the Apex Court in **Bhoop Singh v. Ram Singh Major, (1995) 5 SCC 709** holds the field and the relevant portion thereof reads as under:-

"It needs to be stated that sub- section (1) of section 17 mandates that the instrument enumerated in clauses (a) to (e) shall be registered compulsorily if the property to which they relate is immovable property

value of which is Rs.100/- or upwards. When the document purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest therein, whether vested or contingent, it has to be registered compulsorily. The Act does not define "instrument". Section 2(14) of the Indian Stamp Act, 1899, defines "instrument" to include every document by which any right or liability is, or purports to be, created, transferred, limited, extended, extinguished or recorded. Sub-section (2) of section 17 of the Act engrafts exceptions to the instruments covered only by clauses (b) and (c) of sub-section (1). We are concerned with clause (vi) of sub-section (2). Clause (vi) relates to any decree or order of a court, except a decree or order expressed to be made on a compromise and comprising immovable property other than that which is the subject matter of the suit or proceeding. Clause (v) is relevant which in contrast reads thus:

"Any document not itself creating, declaring, assigning, limiting or extinguishing any right, title or interest of the value of one hundred rupees and upwards to or in immovable property, but merely creating a right to obtain another instrument which will, when executed, create, declare, assign, limit or extinguish any such right, title or interest;"

The Explanation amplifies that a contract for the sale of immovable property containing a recital of payment of any earnest money or of the whole or any part of the purchase price shall not be deemed to be required or ever to have required registration.

13. In other words, the court must enquire whether a document has recorded unqualified and unconditional words of present demise of right, title and interest in the property and included the essential terms of the same; if the document, including a compromise memo, extinguishes the rights of one and seeks to confer right, title or interest in present in favour of the other, relating to immovable property of the value of Rs.100/- and upwards, the document or record or compromise memo shall be compulsorily registered."

Thus, it would be seen that by the compromise in question rights for the first time was being created for the petitioner and the rights of Vikram was being extinguished, hence, the compromise required both stamp duty and registration.

(k) In the rejoinder affidavit filed by the petitioner, it is stated that earlier during the proceedings, Vikram was a minor and only in the year 1981 he attained the majority and he had moved an application before the consolidation authorities expressing his willingness to settle the matter by a

compromise and thereafter the alleged compromise dated 04.02.1982 was filed before the Settlement Officer of Consolidation where it was accepted. This contention of the petitioner also does not sound convincing for the reason that as per the petitioner Vikram had been a minor prior to 1981 then in such circumstances, the different stand taken by him that he had given money to Chunni and at another place it is said that sale consideration was given to Vikram also becomes doubtful. Apparently, as per the petitioner himself, he had filed his objections before the Consolidation Officer which as noticed above has not been brought on record. Had any objections been filed by the petitioner under Section 9-A(2) of the Act of 1953 which came to be rejected by the Consolidation Officer in the year 1980 ought to have been placed on record. Moreover, the property in dispute was that of Chunni and admittedly Chunni had expired and Vikram was a minor when the petitioner would have filed his objections before the Consolidation Officer. Hence, in terms of Rule 14 of the Rules of 1954, the Consolidation Officer would have appointed a guardian for the estate of the minor. There is nothing on record to substantiate this fact or any such proceedings. Thus, to state that the objections were filed and rejected by the Consolidation Officer in the year 1980 also becomes doubtful.

36. Thus, the finding of the Deputy Director of Consolidation cannot be faulted even though there are more reasons to not accept the contentions of the petitioner as noted above.

37. So far as the contention of the learned counsel for the petitioner regarding Barsati not being the son of Vikram is concerned, needless to say that there is no worthwhile material to substantiate the same.

38. Learned counsel for the petitioner during his submissions had referred to certain extracts of the parivar registrar to indicate that Barsati is shown to be the son of Kunno but that has no force for the reason that there is no evidence to indicate that Barsati son of Vikram or Barsati son of Kunno as stated by the petitioner, was a resident of the same village and in that village in question where Vikram resided there was no other person by the name of Barsati either as son of Vikram or as son of Kunno. No evidence in this regard has been brought on record even though this petition was filed in the year 2014 and for all these years, the petitioner failed to bring on record anything to support his plea. Hence, the mere submission cannot partake the nature of proof and moreover the plea has been raised for first time in this writ petition, hence, the said contention is turned down.

39. At this stage, it will also be relevant to notice the plea taken by the private-respondent No.2 regarding fraud. This Court in **Bhagwan Das Chela Balram Das v. District Magistrate, Ambedkarnagar and others, 2023 (1) ADJ 342 [LB]**, had occasion to consider what constitutes fraud in law by taking aid of several decisions of the Apex Court. If the aforesaid principles are applied to the case at hand then too the petitioner could not cogently explain the glaring gaps in the case set up by him.

40. Thus, for all the aforesaid reasons, this Court is unable to accept the contentions of the learned counsel for the petitioner. Even though the Deputy Director of Consolidation in its order dated 05.12.2014 may have taken a single ground for rejecting the compromise and holding it to be invalid, but this Court has taken note of the contention of the parties and for

the reasons as detailed in preceding paragraph finds that the alleged compromise was not valid in law for more than one reason as discussed above.

41. In light of the aforesaid discussions, this Court is of the firm opinion that the instant writ petition has no merit and deserves to be dismissed. The judgment and order dated 05.12.2014 passed by the Deputy Director of Consolidation is affirmed. There shall be no order as to costs.

Order Date :- 03.09.2024

Rakesh/-