



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

927 FIRST APPEAL NO. 1924 OF 2013

NARAYAN DAULATRAO MORE

VERSUS

THE STATE OF MAHARASHTRA AND ANOTHER

...

Mr. Ashwin Sakolkar h/f. Mr. Vijay G. Sakolkar, Advocate for Appellant.
Mr. A. D. Wange, AGP for Respondent-State.

...

AND

FIRST APPEAL NO. 1834 OF 2016

THE STATE OF MAHARASHTRA AND ANOTHER

VERSUS

NARAYAN DAULATRAO MORE

...

Mr. A. D. Wange, AGP for Respondents-State.

Mr. Ashwin Sakolkar h/f. Mr. Vijay G. Sakolkar, Advocate for
Respondent.

...

CORAM : SIDDHESHWAR S. THOMBRE, J.

DATE : 22nd JULY, 2026

PC.:-

1. Since the acquisition proceedings pertain to the year 1996, the appeals are heard finally with the consent of the learned Advocates for the respective parties.

2. In both the present appeals, the State as well as the Claimant are aggrieved by the judgment and award dated 10.01.2013 passed by the learned Joint Civil Judge Senior Division, Udgir in LAR No.63/2010 (Old LAR No.442 of 1999), whereby the learned Reference Court has

enhanced the compensation.

3. The land of the Claimant was acquired for the extension of the *Gaothan* of village Bhopani, Taluka Udgir, District Latur. The notification under Section 4 of the Land Acquisition Act came to be published in the Government Gazette on 11.06.1996. The declaration under Section 6 was published on 05.06.1997, and the Land Acquisition Officer declared the award on 31.01.1998, awarding compensation at the rate of Rs.451/- per R. Being aggrieved by the meagre compensation awarded by the Land Acquisition Officer, the Claimant sought a reference under Section 18 of the Land Acquisition Act (for short, "the Act"). The acquired land is from Gat No.26. The Claimant claimed compensation at the rate of Rs.30/- per square foot and, in support thereof, relied upon the sale instances below Exhibits-13, 14, 15, 22, 24, 31 and 33, as well as the agreements of sale below Exhibits-18, 19 and 20. It was contended that, considering the prevailing market rate, the Claimant was entitled to compensation at the rate of Rs.25/- per square foot. However, the learned Reference Court awarded compensation at the rate of Rs.4,306/- per R, i.e., approximately Rs.4/- per square foot.

4. Mr. Ashwin Sakolkar, learned Advocate for the Claimant, invited my attention to the judgment and award as well as the sale instances on record. He relied upon the agreement of sale below

Exhibit-18, contending that an agreement of sale in respect of 1,600 square feet of land was executed on 24.01.1994 and the sale deed was subsequently executed on 20.01.1995. Under the said transaction, 1,600 square feet of land was sold for a consideration of Rs.40,000/-, which works out to Rs.25/- per square foot. He further relied upon the sale deed below Exhibit-14 dated 28.01.1999 for the same consideration. He pointed out that Exhibits-13, 14 and 15 are all dated 20.01.1995, relate to different Gat numbers, but the sale consideration is identical. He also relied upon the sale instances below Exhibits-24 and 31, both dated 09.11.1984, wherein 420 square meter of land was sold for a consideration of Rs.3,000/- each, which comes to approximately Rs.7/- per square foot. He further relied upon the sale instance below Exhibit-32 dated 03.12.1997, whereby 48.4 square metres of house was sold for Rs.25,000/- and submitted that the rate works out to about Rs.51.5 per square feet. He also relied upon another sale instance dated 19.06.1998, whereby 1,176 square feet of Gram panchayat house property was sold for Rs.71,000/-, which, according to him, comes to about Rs.61/- per square foot.

5. He, therefore, submitted that the above sale instances clearly establish that the Claimant is entitled to compensation at the rate of Rs.25/- per square foot. However, according to him, the learned Reference Court enhanced the compensation merely on guesswork. He

further submitted that the total acquired area was 1,19,790 square feet, out of which the learned Reference Court deducted one-fourth of the area towards development, reducing the area to 89,842 square feet. According to him, such deduction was erroneous. He further submitted that, in view of the law laid down by the Hon'ble Apex Court in *Chimanlal Hargovinddas Vs. Special Land Acquisition Officer (AIR 1988 SC 1652)*, the appeal filed by the Claimant deserves to be allowed.

6. He further submitted that the acquiring body did not lead any evidence to rebut or discard the sale instances produced by the Claimant. Therefore, according to him, the appeal preferred by the State deserves to be dismissed, while the appeal filed by the Claimant deserves to be allowed by enhancing the compensation.

7. Per contra, Mr. A. D. Wange, learned AGP for the State, submitted that the awards below Exhibits-16 and 17 were duly exhibited. He submitted that the Land Acquisition Officer had considered as many as eleven sale instances referred to in Index No.2. According to the sale instance dated 31.12.1993 pertaining to adjoining Gat numbers, land admeasuring 4 Hectares and 50 R was sold, and the rate worked out to Rs.660/- per R. However, the learned Reference Court enhanced the compensation almost tenfold and awarded compensation at the rate of Rs.4/- per square foot, i.e.,

Rs.4,306/- per R. He, therefore, submitted that the appeal filed by the State deserves to be allowed by setting aside the enhancement granted by the Reference Court and dismissing the appeal filed by the Claimant.

8. I have considered the submissions advanced by the learned Advocates for the respective parties. With their assistance, I have gone through the record and proceedings, including the map below Exhibit-46. There is no dispute that the land acquired from Gat No.26 was acquired for the extension of the *Gaothan*. As regards the sale instances below Exhibits-24 and 25 relied upon by the Claimant, those transactions relate to house plots meant for construction of residential houses. Therefore, the learned Reference Court has rightly discarded the said sale instances.

9. Mr. Sakolkar placed heavy reliance upon the post-notification sale instances below Exhibits-13 to 15 and Exhibits-32 and 33. Insofar as Exhibit-13 is concerned, he submitted that reliance can also be placed upon the agreement of sale dated 24.01.1994 below Exhibit-18, whereby 1,600 square feet of land was agreed to be sold for a consideration of Rs.40,000/-, which works out to Rs.25/- per square foot.

10. He further relied upon Exhibits-32 and 33, which are sale instances dated 03.12.1997 and 19.06.1998, respectively. According to him, there cannot be any straight-jacket formula prohibiting

consideration of post-notification sale instances. In the present case, the notification under Section 4 was published in the Government Gazette on 11.06.1996 and published in the village on 15.04.1996. Therefore, according to him, though the aforesaid sale instances are post-notification transactions, they deserve to be taken into consideration, which the learned Reference Court has failed to do.

11. In this regard, it is necessary to note that although the agreement of sale is of the year 1994, post-notification sale instances can be taken into consideration only where no comparable pre-notification sale instances are available. The learned AGP has referred a chart Index-II of sale instances, the said chart of Index-II itself discloses the availability of several pre-notification sale instances, which were duly considered by the Land Acquisition Officer. Upon perusal of those sale instances, it is evident that the highest market rate worked out to Rs.660/- per R.

12. Moreover, upon perusal of the map below Exhibit-46, it is clear that the sale instances relied upon by the Claimant do not pertain to lands adjacent to the acquired land. They relate to small plots situated away from the acquired land. In the present case, the acquired land admeasures 110 R, i.e., about 1,10,000 square feet. Therefore, the sale instances relied upon by the Claimant relate to small residential plots situated at a considerable distance from the acquired land, as

reflected in Exhibit-46. Hence, I am not inclined to grant enhancement to the Claimant as the sale instance relied upon by them are in respect of very small residential plots, whereas the acquired land is substantially larger in area. No case is made out for enhancement in favour of the Claimant.

13. I find that the learned Reference Court has considered all the relevant aspects of the matter while enhancing the compensation. The learned AGP has failed to demonstrate that the enhancement granted by the Reference Court is excessive or exorbitant.

14. Hence, both the appeals stand dismissed. No order as to costs.

15. Pending civil applications, if any, are also disposed of.

(SIDDHESHWAR S. THOMBRE, J.)