

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

WRIT PETITION No.15050 of 2014

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24.11.2015

Between:

R.Kannaiahlah

.. Petitioner

and

Greater Hyderabad Municipal Corporation,

represented by its Commissioner and others

.. Respondents

Counsel for the petitioner: Mr.N.Mukunda Reddy

Counsel for respondent Nos.1 to 3: Mr.Sampath Prabhakar Reddy,

standing counsel for the Greater Hyderabad Municipal Corporation (GHMC)

Counsel for respondent No.4: Mr.A.Abhisekh Reddy

The Court made the following:

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ORDER:

This writ petition is filed for a *mandamus* to set aside letter No.329/RW/TPS/GHMC/C-11/2013, dated 27.05.2014, issued by respondent No.3, whereunder he has called upon the petitioner to collect the sums of Rs.12,60,900/- and Rs.3,38,763/- towards the value of the land and the structures thereon respectively within seven days from the date of receipt of the said intimation, in pursuance of his consent, and vacate the premises.

The petitioner pleaded that though the land and the structures thereon have the higher value, respondent No.3 has arbitrarily fixed their value.

In the counter-affidavit filed by respondent No.2, it is, *inter alia*, stated that the petitioner has given his consent for acquisition and accordingly, the Land Acquisition Officer of GHMC has passed the award by fixing compensation at Rs.12,60,900/- and Rs.3,38,763/- towards the value of the land and the structures thereon respectively.

On the direction of this Court, Mr.Sampath Prabhakar Reddy, learned standing counsel for the Greater Hyderabad Municipal Corporation (GHMC), appearing for the respondents, placed before the Court the relevant file, which

contains the affidavit filed by the petitioner before the officials of the Corporation. A perusal of the said affidavit shows that he has conveyed his no objection for acquisition and also to receive the compensation as calculated by the Officials of the Corporation towards the value of the land and the structures thereon.

The learned counsel for the petitioner submitted that though in principle, his client has no objection for acquisition of the property in question, the compensation offered by the respondents, according to his client, is too meager.

From a perusal of the common affidavit signed by five persons including the petitioner, it is evident that they have given no objection to the Corporation taking over their land for road widening and also to receive the compensation as per the calculations made by the officials of the Corporation. However, the amount of compensation agreed to be received by the petitioner is not mentioned in the said affidavit.

The impleaded respondent i.e., respondent No.4, who claims to be owner of the property in question, is opposing the claim of the petitioner for compensation. According to her, she is the real owner of the property in question.

In the light of the above dispute and the facts and circumstances as noted hereinbefore, I am of the opinion that it would be in the interests of justice that the officer designated by the Commissioner of respondent No.1 Corporation negotiates with the petitioner as well as respondent No.4. If a consensus is arrived at both on the quantum of compensation as well as the persons who are entitled to receive the same, respondent No.1 Corporation shall settle the claim for compensation. If no such consensus is reached, respondent No.1 Corporation shall initiate the land acquisition proceedings for acquisition of the property in question. This exercise shall be completed within a period of two months from the date of receipt of a copy of this order. Till then, *status quo* obtaining as on today shall be maintained with respect to the possession of the property in question.

Subject to the above directions, the Writ Petition is disposed of.

As a sequel to disposal of the writ petition, W.P.M.P.No.18650 of 2014 filed by the petitioner for interim relief shall stand disposed of.

C.V.NAGARJUNA REDDY, J

24th November, 2015

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