

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WP.No.34795 OF 2011

ORDER:

This petition is filed for a *Mandamus* declaring the action of the 1st respondent in not allotting the developed plots as per the provisions contained in G.O.Ms.No.25 MA, dated 21.01.1987, as illegal and arbitrary and for a consequential direction to the 1st respondent to allot a developed plot to the petitioner.

The case of the petitioner is that she is the owner of Ac.2.00 of land in Sy.No.62/B of Navuluru Village, Mangalagiri Mandal, Guntur District and that the 1st respondent published a notification under Section 4 (1) of the Land Acquisition Act in the A.P.Gazette, on 09.12.1980 and also the Draft Declaration under Section 6 of the Land Acquisition Act on 31.12.1986 for acquisition of her land along with other lands. Thereafter, with a view to complete the Acquisition Proceedings in a speedy manner, the 2nd respondent evolved a scheme vide G.O.Ms.No.25 M.A., dated 21.01.1987 directing the concerned Urban Development Authority to exercise its power under Section 19(2) of the A.P.Urban Areas (Development) Act, 1975 to allot developed plots to the land holders on 'no profit no loss' basis, imposing a condition that the aggregate area of which shall not exceed 10% of the land acquired from the landholders and that the said concession will be extended only to those who enter into the agreements. As far as compensation is concerned, a committee was constituted to fix the rate and the Land Acquisition Officer shall obtain agreement from such of the persons who are willing to enter into the agreement and make an award according to the terms of such agreements. Thereafter, the Land Acquisition Officer awarded an amount of Rs.8,000/- per acre with other statutory benefits. Subsequently, the

petitioner along with others filed a writ petition Nos.WP.No.6444 and 6445 of 1990 before this Court agitating that they are willing to accept the price fixed by the Committee constituted under the said G.O.Ms.No.25. Thereafter, the said writ petitions were allowed by this Court on 31.07.1990, directing the LAO to pay compensation at the rate of Rs.30,000/- per acre as fixed by the Committee. Aggrieved by the said order, the LAO preferred writ appeal before the division bench of this Court and the Division Bench confirmed the orders passed by the single Judge by its order dated 07.12.1990. Thereafter, the respondents preferred SLP before the Supreme Court and the same was also dismissed. The Land Acquisition officer after conducting enquiry and after receiving the title documents from the petitioner and after obtaining an agreement from the petitioner paid compensation on 22.07.1992 to the petitioner. It is also stated that the 1st respondent has not developed the acquired land fully as promised by them by laying the roads, drainage, water lines, electricity poles etc., except constructing an over head water tank. Thereafter, the petitioner addressed a letter to the 1st respondent on 21.12.2006 requesting to allot a developed plot to her as promised under G.O.Ms.No.25 dated 21.01.1987. But the 1st respondent has not addressed any reply for the same. As such, the petitioner was under the impression that even by that time the respondents would not have developed the land. After some period the petitioner saw a news item in Times of India published on 26.11.2006 to the effect that the 1st respondent auctioned 50 Acres of acquired land for a record amount of Rs.92 crores to one Indo African Industry who promised to build a Singapore Town Ship in the public private partnership. It is further stated that the 1st respondent acquired the land at the rate of Rs.30,000/- per acre from the owners and sold 50 acres of land at the rate of Rs.1.84 crores per acre to a private firm. As such, again petitioner made a

representation dated 21.12.2006 and since there was no reply issued legal notice dated 01.09.2008 demanding the 1st respondent to extend the benefits conferred under G.O.Ms.No.25 M.A., dated 21.01.1987. As there was no response, again the petitioner addressed a letter dated 27.08.2011 to the 1st respondent seeking certain information under the provisions of RTI Act, 2005 for which the petitioner received a reply dated 01.10.2011 wherein it is stated that the lands were developed into the house sites in the year 1997- 2000 and that the house sites are available to the public on auction basis. Immediately, the petitioner again addressed a letter dated 11.10.2011 to the 1st respondent to allot the developed plot on 'no profit and loss basis' and also sought necessary information with regard to the year of development of the land, availability of the plots, total expenditure incurred by the Authority for development of house plots etc. Meanwhile, the 1st respondent sent a reply dated 9.11.2011 in which it is stated that still 409 plots are available and they have further stated that the developed plots will not be allotted to the petitioner as she is not the 'pattedar' and enjoyer of the acquired land. Aggrieved by the action of the 1st respondent in not allotting the plots to the petitioner as per the G.O.Ms.No.25, dated 21.01.1987, present writ petition is filed.

The respondents filed counter affidavit denying the allegations made in the writ affidavit while admitting the acquisition of land of the petitioner along with other lands. In the counter it is stated that the petitioner along with others filed WP.No.6444 & 6445 of 1990 for payment of compensation as per the agreement and the same was allowed and confirmed by the Division bench of this Court and also by the Supreme Court. It is also stated that the petitioner who filed WP.No.6444/1990 in her statement dated 15.07.1992 stated that she do not require the house plot in the acquired land as per the orders dated

09.06.1989 in WP.No.14606/1987 and batch. It is also stated that an amount of Rs.1,58,510/- was ordered in Rc.B.163/90, dated 15-07-1992 and the said amount was paid to the petitioner on 27-07-1992 towards compensation for the land admeasuring an extent of Ac.2.00 cts in RS.No.62/B of Navuluru village. Since the petitioner received compensation in the year 1992 itself, she cannot claim any other benefits belatedly in the year 2009. Only on that ground itself, the writ petition is liable to be dismissed. It is also stated that the respondent authorities spent an amount of Rs.4.17 crores, and all the plots proposed for first phase of the township were disposed of on first come first serve basis in the year 2000 itself. It is further stated that in view of the agreement dated 15.07.1992 signed by the petitioner, wherein the petitioner stated that she did not require the plot in the acquired land, the petitioner cannot claim any benefit and that there are no merits in the writ petition it is liable to be dismissed.

Learned counsel for the petitioner submits that Clause 3 (iv) of G.O.Ms.No.25 dated 21.01.1987, clearly stipulates that the land losers under the acquisition are entitled to purchase developed plots on 'no profit no loss' basis to the extent of 10% of the land acquired from them. But, the 1st respondent has not issued any notice to the land losers who entered into an agreement, seeking the option whether they are interested in purchasing the developed plots or not under the said clause. It is also submitted that only in pursuance of the newspaper item published in the year 2006, the petitioner came to know that house plots are sold after developing layout. Till then petitioner was kept in dark. It is also submitted that though the petitioner addressed several letters, the 1st respondent never raised the plea of statement said to have been given by the petitioner relinquishing her right to take the developed plots on 'no profit no loss basis', in their replies. Only for the first time in

the counter affidavit, the 1st respondent raised the said plea. The petitioner further submits that when the petitioner asked for the information regarding developed plots, the only ground raised by the respondents is that the developed plots will not be allotted to the petitioner as she is not the 'pattedar' and enjoyer of the acquired land, but, not on the ground that she has made a statement in the agreement foregoing her right to claim under Clause 13(iv) of the G.O.Ms.25. He also submits that the so called agreement is fabricated and tampered for the reason that they have not come forward with such a plea earlier and that the agreement in question does not in any way come in the way of allotting the plots to the petitioner. According to him even the award dated 15.07.1992 is also fabricated as the same is filled up by the respondents subsequently as if the petitioner is not interested in taking the plot.

On the other hand Smt.K.Mani Deepika, learned Standing Counsel for respondents 1 to 3 vehemently opposed the claim of the petitioner stating that though the award was passed on 15.07.1992 and petitioner received compensation on 27.07.1992, the petitioner kept quite all these years and filed the writ petition in the year 2011. If the petitioner is aggrieved by the award dated 15.07.1992, she could have questioned the same, immediately. Having not done so, petitioner is estopped from filing the writ petition after long lapse of time. As such, only on the ground of laches the writ petition is liable to be dismissed. She also submits that as per the averments in the counter affidavit all the plots were sold and she also produced original records.

In the present case, it is to be seen that there is no dispute regarding acquisition of land from the petitioner and that there is no dispute that award dated 15.07.1992 is passed. There is also no dispute that the petitioner received compensation on 27.07.1992. Even according

to the petitioner she noticed the newspaper item in the year 2006 regarding the sale of developed plots by the 1st respondent to third parties. But, the petitioner kept quiet and filed the writ petition in the year 2011 and even in the writ affidavit she never disputed the award which contains a clear statement to the effect that the petitioner has relinquished her right to claim under Clause 3(iv) of the G.O.Ms.No.25. Even, the statement made before Land Acquisition Officer clearly shows that the petitioner has foregone her right at the rate of receiving compensation. The statement made by the petitioner before the Land Acquisition Officer is very clear and the same is incorporated in the award and the petitioner is aware of the same in the year 1992 itself. As such, if petitioner has any grievance she could have approached this court within reasonable time. Mere filing of representation cannot condone laches on the part of the petitioner and it is not the case of the petitioner that she is not aware of the developments taken place where her land is situated and it was never her case that she is also entitled for other benefits. More so, in the counter affidavit it is stated that all the plots have been sold and it is quite understandable, why the officials of the 1st respondent pressed into service fabricated document as alleged by the petitioner. If petitioner purchase a plot the officials of the 1st respondent will not be the losers and petitioner has received a compensation in pursuance of award dated 15.07.1992. Petitioner is aware of the award as such, it cannot be said that petitioner is not aware of the statement made. More so, these are all disputed questions of fact which cannot be decided in the writ petition.

In view of the above facts and circumstances and in view of the statement made by the petitioner before Land Acquisition Officer relinquishing her right to claim developed land on 'no profit no loss' basis and in view of the fact that the writ petition is filed in the year 2011

though she came to know about the development of subject land in the year 2006, the writ petition is liable to be dismissed.

Accordingly, the writ petition is dismissed. No order as to costs.

As a sequel thereto, miscellaneous applications, if any, pending in the contempt case, shall stand closed.

A.RAJASHEKER REDDY, J

29.06.2015

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