

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

WRIT PETITION No.39897 of 2015

-
09.12.2015

Between:

Batchu Padmavathi

.. Petitioner

and

The Vijayawada Municipal Corporation, Vijayawada and others

.. Respondents

Counsel for the petitioner: Mr.R.Srikanth

Counsel for respondent Nos.1 and 2: --

Counsel for respondent No.3: Assistant Government Pleader
for Municipal Administration and Urban Development (AP)

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The Court made the following:

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ORDER:

This writ petition is filed for a *mandamus* to declare the action of respondent Nos.1 and 2 in attempting to demolish the petitioner's shop bearing door No.18-8-30/b of Yerrakatta Road, Kedareswarapeta, Vijayawada, without following the procedure under Sections 146 and 147 of the Greater Hyderabad Municipal Corporation Act, 1955 (for short 'the Act').

The petitioner is the owner of the subject property, which is proposed to be utilized for road widening. Respondent No.1 appeared to have held negotiations with the petitioner and other similarly situated property owners. The said respondent has issued proceedings styling the same as information document, dated 27.11.2015, wherein the petitioner was informed that for the extent of Acs.50.83 sq.yds. of her land being utilized for road widening, TDR bond for an extent of 101.66 sq.yds. of land will be issued and a sum of Rs.92,097/- will be paid as compensation for the structures. The petitioner pleaded that her property is worth much more than the value being offered by respondent No.1 and that as she has not given consent for acquisition of her land, the said respondent is bound to initiate proceedings under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013.

Mr.T.Balaswamy, learned standing counsel for the Greater Hyderabad Municipal Corporation (GHMC) appearing for respondent Nos. 1 and 2, submitted that the petitioner appears to be under a mistaken impression that the total compensation offered to her is only Rs.92,097/-, that the information document, dated 27.11.2015, issued by respondent No.1 to her shows that the said amount was fixed only towards the value of the structures and that she is offered TDR bond for 101.66 sq.yds. of land, which is worth about Rs.15,00,000/-.

The learned counsel for the petitioner submitted that his client is not willing to receive the TDR bond and that unless the compensation

as per the market value is paid to her, she is not agreeable for parting with her property.

Under Section 146 of the Act, respondent No.1 Corporation is entitled to acquire the property on agreement with the owner thereof agreeing to pay him compensation not exceeding the fair market value, failing such agreement, respondent No.1 has no option other than acquiring the same by taking recourse to the provisions of the Act as envisaged by Section 147 thereof.

As the petitioner is not willing to part with her land through an agreement under Section 146 of the Act, respondent No.1 has no option other than following the provisions of Section 147 of the Act. However, before invoking the said provision, respondent No.1 is permitted to hold negotiations with the petitioner. If such negotiations fail, respondent No.1 shall not forcibly take the property of the petitioner without following the procedure prescribed under Section 147 of the Act.

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.51503 of 2015 filed by the petitioner for interim relief shall stand disposed of as infructuous.

C.V.NAGARJUNA REDDY, J

09th December, 2015

GHN