

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH

C.R. No.7076 of 2013 (O&M)

Date of Decision.22.01.2016

Jeet Singh and others

.....Petitioners

Vs.

State of Haryana and others

.....Respondents

Present: Mr. S.P. Khatri, Advocate
for the petitioners.

Mr. Siddharth Sanwaria, DAG, Haryana
for respondent Nos.1 and 2.

Mr. Ankur Tyagi, Advocate
for respondent Nos.3 to 16.

Mr. J.P. Bhatt, Advocate
for respondent No.17.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

-. -

K. KANNAN J. (ORAL)

1. An utter dishonesty on the part of the land owner has been the cause for revision petition before this Court. In a matter of determination of compensation by the Collector for land acquisition, the land owner and the tenant who had been served with notice entered into the compromise wherein 82% of the compensation was to be taken by the land owner and the tenant was to take 18%. The Collector determined the compensation and provided for an apportionment in the manner in which the party said to compromise the matter. However, the Collector's award was itself a subject to reference to court for

enhancement of compensation. The Reference Court while enhancing the compensation did not allow for apportionment of the amount in the ratio 18:82 on the ground that an issue of apportionment could not have been brought in a reference under Section 30 and it would not be possible for him to make an apportionment between the tenant and the landlord. The compensation assessed by the Reference Court was subject to a further upper revision in an appeal to this Court where the compensation was enhanced. The tenant has filed an execution petition before the Court for recovery of 18% of the amount determined by the High Court.

2. The execution petition filed by the tenant against the owner before the Executing Court has been dismissed and hence the revision petition. Though I am not satisfied that the application for recovery in the Executing Court would have been the appropriate remedy, on a notice to the respondents, the landord is before the Court and he admits to the affidavit executed by him and placed before the Collector that reads, inter alia, as follows:-

“4. That a compromise regarding the amount of compensation has been affected between us and the tenant i.e. 18% compensation will be given to the tenants and rest 82% compensation will be given to the owners.

5. That neither I have nor shall be any objection if 18% amount of above mentioned land be given to the tenants out of my 1/3rd share.”

3. I put it to the counsel for the land owner as to why he would allow for the entire amount to be retained by him and how he is acting

against the terms of the compromise to deny to the tenant 18% of the compensation of what was agreed to be paid. He says that 18% was to be paid only for the compensation determined by the Collector and any enhancement of compensation was not contemplated by the parties to be granted to the tenant. I find the contention to be wholly unreasonable and dishonest. The compromise does not admit of any limitation of a right only for the amount determined by the Collector and that any enhancement would go only to the benefit of the land owner. The contention made by the owner for retention of the entire amount is unjustified and the amount recovered by the land owner in enhancement as determined by the High Court is bound to be shared with the tenant. The observation made by the Reference Court that he cannot decide on issue of apportionment, for what he was deciding was only an issue of enhancement will not come in the way since I am of the view that what was posed before him was not really the issue of apportionment in the manner contemplated under Section 30. What the Section contemplates is the issue where there is a dispute regarding the right to the property on the basis of which apportionment is sought. Here there was no right which was required to be determined in a reference under Section 30. It was already compromised between the parties through a document which is also admitted by the land owner. The amount enhanced was, therefore, bound to be distributed between the tenant and the landlord as already agreed to between the parties on the enhanced amount as well. I am informed that the amount which is brought as enhancement through the order of the High Court is still available in Court deposit. The petitioner shall be paid 18% of the

amount of what is available in deposit as going to his share and the 82% alone shall be given to the land onwer.

4. With these observations, the order passed by the Court below is modified and the revision petition is allowed.

(K. KANNAN)
JUDGE

January 22, 2016
Pankaj*