

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CR No.2682 of 2017

Date of decision :31.10.2017

Prem Singh

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Rajesh Sethi, Advocate
for the petitioner.

Mr. Manoj Kumar Sangwan, DAG, Haryana
for respondent Nos.1 and 2.

Mr. Amit Jain, Advocate
for the respondent No.4.

ANIL KSHETARPAL, J. (Oral)

Decree-holder is in revision petition against order dated 01.02.2017 directing that the amount of compensation payable on account of compulsory acquisition of the land shall not be disbursed to the land owners whose land was acquired.

Brief facts of the case would be necessary. Prem Singh was owner of 82 kanals and 1 marla of land situated in village Dhangar which falls in District Fatehabad. State Government issued Notification dated 13.02.2006 under Section 4 of the Land Acquisition Act, 1894 proposing to acquire 22 kanals and 6 marlas of land. The land was ultimately acquired and award dated 30.12.2008 was passed.

It is the case of the objector namely Tarsem that Prem Singh had executed an agreement to sell on 12.06.2007 with respect to a share in the land, which is equivalent to 16 kanals with him (Tarsem) and Sanjeev jointly. It is the assertion of the objector that total sale consideration of

Rs.23, 50, 000/- was paid.

Tarsem only had filed a suit for specific performance of the agreement to sell at Hisar, which is a totally different revenue district. On 29.09.2015, the application for injunction was filed, however, no order was passed and the application is still pending.

It is the case of Prem Singh that the aforesaid agreement to sell had been cancelled on 21.01.2009 and an amount of Rs.25,30,000/- was refunded through a cheque issued in favour of Sanjeev, which has been encashed.

In the proceedings for enhancement of the compensation approximately an amount of Rs.2,07,00,000/- is payable to Prem Singh. It is further significant to note here that Prem Singh had transferred remaining land in favour of his sons vide Relinquishment Deed dated 18.09.2004.

Tarsem Singh filed objections before the Executing Court. Learned Executing Court has ordered that the entire compensation payable shall not be paid to Prem Singh and would be kept in a fixed deposit. Petitioner-Prem Singh is aggrieved of the same.

I have heard learned counsel for the parties at length and with their able assistance gone through the documents available in the paper-book.

Learned counsel for the respondent-objector has submitted that ultimately if the suit filed by the objector for specific performance of the agreement to sell is decreed, he would be entitled to either ownership out of remaining land or in the alternative refund of the amount paid. On the other hand, learned counsel for the petitioner-Prem Singh has submitted that the

remaining property or petitioner-Prem Singh would furnish security of immoveable property with respect to the extent of Rs.23,50,000/-.

Taking into consideration that the amount payable to the petitioner-Prem Singh is Rs.2,07,00,000/- approximately, the order passed by the Executing Court is wholly unjustified. Accordingly, the order under challenge is set aside.

Learned counsel for the petitioner-Prem Singh has undertaken to furnish a bank guarantee to the extent of Rs.23,50,000/- in the Executing Court before amount of compensation payable is released to the petitioner. In this manner, the interest of the plaintiff (objector) in the suit for specific performance would shall stand secured.

With these observations, this revision petition is allowed and the order under challenge is set aside.

31.10.2017
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(ANIL KSHETARPAL)
JUDGE

Whether Speaking/Reasoned:	Yes
Whether Reportable :	No