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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgement delivered on: 24th April, 2017

+ **W.P.(C) No.8517/2015 & CM No.18338/2015, 32880/2016**

BHAGWATI DEVI

..... Petitioner

Through : Mr.Anuroop P.S., Advocate

versus

UNION OF INDIA & ANR

..... Respondents

Through : Mr.Yeeshu Jain, Standing Counsel
with Ms.Jyoti Tyagi, Advocates for
L&B/LAC.

Mr.Arjun Pant, Advocate for DDA.

Ms.Anjali Chopra, Advocate for
applicant in CM No.32880/2016

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MR. JUSTICE YOGESH KHANNA

S.RAVINDRA BHAT, J. (Oral)

CM No.32880/2016 *(for impleadment by Saini Cooperative House
Building Society)*

Allowed, subject to all just exceptions. The applicant is
impleaded as respondent in these proceedings. Let amended memo of
parties be placed on record.

The application stands disposed of.

W.P.(C) No.8517/2015 & CM No.18338/2015

1. The petitioner claims a direction that the acquisition by the respondents of her land in Khasra No.607, admeasuring 6 bigha 12 biswas of Village Karkardooma, Delhi have elapsed.
2. The facts are that the Khasra No.607/(6-12) in the revenue estate of Village Karkardooma, Delhi was notified under Section 4 of the Land Acquisition Act on 13.11.1959 and a declaration was published on 14.06.1966; the award in respect of her land was published on 30.03.1970. The petitioner contends that despite publication of said award neither the compensation was tendered nor possession was taken and submits that till date the possession is with her.
3. Respondents refuted both allegations. It is contended that her determined compensation was deposited in accordance with law. The appropriate government pointed out that the petitioner could not have claimed the compensation in respect of the entire land because she claimed to be the owner of 1/8th share of the said land.
4. Besides, the respondents submit that undoubtedly possession of the land was taken and was allotted to the Saini Cooperative House Building Society which is now in its possession.
5. This stand is supported by the Delhi Development Authority as well as Saini Cooperative House Building Society (which has already been impleaded as a party in this petition.)
6. From the pleadings, it is apparent that tendering of

compensation in the manner envisioned by law, as is understood in the context of Section 24(2) the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 was not complied with.

7. This Court is of the opinion that in the circumstances the relief claimed has to be granted in view of the decision in *Pune Municipality Corporation & Anr. V. Harakchand Misirimal Solanki & Ors.* (2014) 3 SCC 183 wherein the Supreme Court held as under:-

“under section 24(2) land acquisition proceedings initiated under the 1894 Act, by legal fiction, are deemed to have lapsed where award has been made five years or more prior to the commencement of 2013 Act and possession of the land is not taken or compensation has not been paid. The legal fiction under section 24 (2) comes into operation as soon as conditions stated therein are satisfied, the applicability of section 6 of the General Clauses Act being subject to section 24 (2), there is no merit in the contention of the corporation (emphasis supplied)”

8. In the circumstances, the petitioner would be entitled to the relief claimed. Accordingly, the acquisition of the land to the extent of 1/8th share of the petitioner falling in Khasra No.607 admeasuring 6 bigha 12 biswas as acquired by above notification is declared to have elapsed to her extent.

9. At the same time, respondents are at liberty to acquire the said share of the petitioner subject to the compliance of terms as envisaged in the Right to Fair Compensation and Transparency in Land

Acquisition, Rehabilitation and Resettlement Act, 2013, provided the acquisition is initiated and completed within one year.

10. It is made clear that the present order does not reflect any merits on the contentions of parties regarding any inter se civil proceedings between the petitioner and the impleaded respondent i.e. Saini Cooperative House Building Society.

11. Consequently, the petition and pending miscellaneous application are allowed in above terms.

S. RAVINDRA BHAT, J

YOGESH KHANNA, J

APRIL 24, 2017

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