

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

916 CIVIL APPLICATION NO. 9457 OF 2019
IN FAST/3760/2016
WITH CA/9459/2019 IN FAST/3762/2016
WITH CA/9460/2019 IN FAST/3763/2016
WITH CA/9729/2019 IN FAST/1253/2018
WITH CA/9730/2019 IN FAST/1250/2018
WITH CA/9731/2019 IN FAST/1792/2018
WITH CA/9732/2019 IN FAST/1241/2018
WITH CA/9733/2019 IN FAST/1263/2018
WITH CA/9775/2019 IN FAST/1244/2018
WITH CA/12925/2019 IN FAST/3761/2016
WITH CA/14173/2019 IN FAST/1259/2018

**VISHWANATH HANUMANT KATGAVE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

Advocate for Applicants : Mr. A.B. Kale and Mr. L.C. Patil.
AGP for Respondent-State : Mr. Y.G. Gujarathi.
Advocate for Respondents : Mr. A.N. Gaddime, Mr. S.G. Karlekar,
Mr. G.B. Rajale and Mr. V.P. Patil.

CORAM : MANGESH S. PATIL, J.
DATE : 10.12.2019

PER COURT :

Heard.

2. These are the applications for withdrawal of the amount of compensation deposited by the acquiring body in this Court by preferring the appeals and seeking stay.

3. The learned advocate for the claimants submits that in fact in some of the matters from the same group, in spite of having obtained stay subject to the condition to deposit the entire amount of the award in this Court within the stipulated time, the acquiring body failed to deposit the money and after the expiry of period, it has deposited the amount of compensation in the reference Court in the execution proceedings. The claimants therein have been allowed by the executing Court to withdraw the entire amount of compensation deposited there. He would further point out that since there is a dispute as regards the interest awarded under Section 28 of the Land Acquisition Act, it is only after deducting the interest pertaining to the disputed period that the amount of compensation was deposited before the executing court which has allowed the claimants therein to withdraw the entire amount. Therefore, these applications may be allowed and the applicants may be allowed to withdraw the entire amount of compensation deposited in this Court.

4. The learned advocate for the acquiring body submits that there is huge difference in the rate awarded by the Land Acquisition Officer and the one granted by the reference Court. Therefore, the claimants may not be allowed to withdraw the entire amount.

5. Considering all the aforementioned aspects, in my view, merely because the executing Court has allowed some of the claimants to withdraw the entire amount, the claimants herein cannot be allowed to take advantage thereof, particularly when, as pointed out by the learned advocates for the acquiring body, there is a huge difference in the rate awarded by the Land Acquisition Officer and the one awarded by the reference Court.

6. The claimants herein are allowed to withdraw 75% of the amount

with accrued interest deposited in this Court, 50% by furnishing undertaking in usual terms and 25% by furnishing solvent security.

(MANGESH S. PATIL, J.)

S.P.C.